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Some Linguistic Problems of Legal Translation and Interpretation of Oil Contracts of Some African Countries

PhD in Applied Linguistics (Translation)

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الآية

بسم الله الرحمن الرحيم

(و لو أنما في الارض من شجرة أقلام و البحر يمده من بعده سبعة أبحر ما نفدت كلمات الله إن الله عزيز حكيم.)

سورة لقمان الآية (27)

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Dedication

-To the soul of my father.

-To my mother.

-To those who share my life, my wives, sons, and daughters.

Acknowledgements

Abstract

This study which is under the title: Some Linguistic legal Problems in translation of Oil Contracts in some African Countries. It is an effort of dealing with such contracts in the domain of legal translation and interpretation. There are five chapters in this study: The aim of the study is to investigate and to collect data in linguistic, stylistic and cultural problems, so as to find the solutions. This study helps those who deal with translation. The study comes to some results such as that the legal language is complicated and the translation of contracts like these needs specialized experts. It is easy to translate from native tongue into other language. The study used the descriptive analytic method. The Questionnaire and a translation task were used in collecting data. There were seventeen university staff members participated in data collection.

As a result there are some definitions of translations arises from this study. There are also some problems of translation in this legal field which are due to culture, specialists, and or due to translation problem.

ملخص البحث

يعتبر هذا البحث محاولة في مجال الترجمة القانونية تحت عنوان:المشاكل اللغوية في عقودات البترول لبعض الدول الافريقية. يتكون البحث من خمسة فصول..شارك في حل الاستبيان والاختبار سبعة عشر استاذا جامعيا . اتبع البحث المنهج الوصفي التحليلي في الوصول الى النتائج وهدف الى الوصول لمشكلات الترجمة القانونية في مثل هذه العقودات لايجاد حلول لها. مما توصل اليه البحث بعض تعريفات للترجمة كذلك سهولة الترجمة من اللغة الام الى اللغات الاخرى.وكذلك بعض مشاكل الترجمة الناتجة عن الثقافة' التخصص' او انواع مشاكل الترجمة الاخرى.

Some linguistic problems of Legal translation and Interpretation of oil contracts in some African countries

Chapter 1

Introduction

1-1-Overview:

This chapter is an introduction for this study, which is in linguistic field under the above mentioned title. The importance of this topic is that, it is new research, and may be the first research of its kind in Sudan that deals with the linguistic aspects of oil contracts in the field of translation and interpretation.

The research identifies and traces the linguistic problems of translation and interpretation in such contracts. The study also gives definitions of oil contracts, and their types. The meaning and types of translation are also discussed. Anyone who undertakes this kind of research should know about the different branches and categories of classifications of linguistics. These include morphology, semantics, lexis, grammar, and style….etc. The theories of translation and different issues about translation and interpretation, occupy considerable area in this study. The study comprises five chapters in this research. The first one is an

introductory chapter. Chapter two is a literature review of translation, contracts, and problems in translation particularly in legal translation. The third chapter is about the methodology i. e. description of the contracts, their originality, the language used in the contracts, and analyses of linguistic features of contracts. Chapter four is an analysis of the data collected .Some selected portions of contracts are translated into Arabic by a group of university staff members, from English language into Arabic. They are analyzed so as to find out different problems such as syntactical, cultural, stylistic,. etc. The fifth chapter which is the final one discusses the problems and also gives interpreting of the results that are emerged out of the test and the questionnaire. There is also the conclusion in which we sum up the whole study in addition to the recommendations, and the suggestions for further studies.

1-2-1- Statement of the problem:

There are some problems in translating such contracts. These problems are linguistic, stylistic, and cultural background. There are also the difficulties in translating the legal terms.

1-2-2-Aims of Study:

This thesis informs the learners about linguistics and what the terms translation and interpretation refer to. The aim of the study is

to explain the linguistic features within this type of contracts, through identifying the errors and the problems when translating, that face those who deal with it and so to analyze these problems in an attempt to find out some solutions for them. These problems can be categorized as follows:

A-Linguistic level

B-Stylistic level.

C-Cultural differences and variations in both the source language and the target one, such as the religion, habits, traditions, cultural background, unusual phenomenon, and other features.

1-2-3-Significance of the Study:

Linguistics is known to many, as the scientific study of language. And, as well, there are branches of linguistics such as: phonetics, phonology, morphology, semantics, and syntax. The study in our case, concentrates on the semantics and syntax as factors of meaning, and to some extent, on morphology, which is related to them as a factor of meaning. The selection of these levels of linguistics will be applied to the area of this study: translation and interpretation. Therefore students, and those who deal with translation, will undoubtly, find a fertile field to benefit from.

1-2-4- Questions of Study:

a-What types of problems are there in translating a legal text?

b-Are there any differences in translating oil contract text rather than translating any other types of text?

1-2-5- Hypotheses:

1-There are difficulties in the case of the choice of words when translating oil contract text.

2-It is easier to translate from one's native speaking tongue.

3-The culture interferes in translating any text.

1-2-6- Definitions of Key Terms:

a-Translation:

 It is a process in which a target text is transferred from a source text of another language.

b-Interpretation:

 Interpretation is the intellectual activity that facilitates oral or sign-language communication , either simultaneously or consecutively, between two or more speakers who are not speaking, or signing, the same language.

c- Oil contracts:

According to Mohammad, A. et al (2010) "contracts are agreements between two or more parties to exchange performance in a given situation for a specific purpose.'' And according to their definition of the contracts, oil contract, binds both the parties involved in the operation, as it puts forwards rights and obligations changing between the parties. It is also known to be a contract of long term, since the excavation and the oiling as well as its product and the exploitation takes long time .

d- Linguistic problems:

The linguistic problems include grammatical differences, lexical ambiguity, and meaning ambiguity.

e- Semantics:

Semantics deals with the meaning and shows it in a scientific source.

f- Syntax:

By Oxford word power dictionary (2006) ''Syntax is the system of rules for the structure of a sentence.''

g- Morphology :

According to Victoria Fromkin et al-(2007-P.71) ''Morphology is the study of the internal structure of words, and of the rules by which words are formed.''

h-<u>Transparency</u>:

<u>Transparency</u> pertains to the extent to which a translation appears to a native speaker of the target language to have originally been written in that language, and conforms to the language's grammatical, syntactic and idiomatic conventions. A translation that meets the first criterion is said to be a "faithful translation"; a translation that meets the second criterion, an "<u>idiomatic</u> translation".

i-Explicitation:

"It is the technique of making explicit in the target text information that is implicit in the source text." (Vinay and Darblant 1958)

j-Fidelity:

Fidelity pertains to the extent to which a translation accurately renders the meaning of the <u>source text</u>, without adding to or

subtracting from it, without intensifying or weakening any part of

the meaning, and otherwise without distorting it

Chapter 2

Literature Review:

2-1- History of Translation:

Discussions of the theory and practice of translation reach back deep into the past and show remarkable stability. The distinction that had been drawn by the ancient Greeks between metaphrase (literal translation) and paraphrase was adopted by the English poet and translator **John Dryden** (1631-1700), who represented translation as: "the judicious blending of these two modes of phrasing when selecting, in the target language, counterparts, or equivalents, for the expressions used in the source language. When [words] appear... literally graceful, it were an injury to the author that they should be changed. But since... what is beautiful in one [language] is often barbarous, may sometimes nonsense, in another, it would be unreasonable to limit a translator to the narrow compass of his author's words, it is enough if he chooses out some expression which does not vitiate the sense."

(**Dryden** cautioned, (1657) against the license of imitation, i.e. of adapted translation: "When a painter copies from the life... he has no privilege to alter features and lineaments..."

This general formulation of the central concept of translation — equivalence — is probably as adequate as any that has been proposed since Cicero and Horace age in first-century-BCE Rome- , The well known and literally cautioned against translating "word for word" (*verbum pro verbo*).

Despite occasional theoretical diversities, the actual *practice* of translators has hardly changed since ancient time. Except for some extreme metaphrases in the early Christian period and the Middle Ages, and adapters in various periods (especially pre-Classical Rome, and the 18th century), translators have generally shown permissible flexibility when searching for equivalent, (literal) where possible and paraphrastic where necessary for the original meaning and other crucial values such as style, verse form, concordance with musical accompaniment or film in, with speech <u>articulators</u> movements) as determined from context.

In general, translators have sought to preserve the context itself by reproducing the original order of sameness, and hence word order — when necessary, reinterpreting the actual grammatical structure. The grammatical differences between fixed-word-order languages such as   English, French, and German and "free-word-order" languages like Greek, Latin, Polish, and Russian have to be into consideration as well in this regard.

When a target language has lacked terms, which are found in a source language, translators, usually, have borrowed them, and so enriching the target language. Therefore, it is a great achievement to exchange and have new loanwords between languages, and their importation from other languages of the world. No doubt, there are few concepts that are "<u>untranslatable</u>" among the modern European languages as well as among other languages. In general, the greater the contact and exchange that has existed between two languages, or between both and a third one i. e. source and target , the greater is the ratio of metaphrase to paraphrase that may be used in translating between them. However, according to   ecological nature of words, a common etymology is sometimes misleading as a guide to current meaning in one or the other language. For example the English word: "actual" should not be confused with the French word: "actual" (meaning "present", "current"), or the Russian" *актуальный*" which means ("urgent, topical") as these are cognate languages.

The translator's role as a linkage or a bridge for carrying across values between cultures and civilization has been talked about and debated at least since Terence, the Roman adapter of Greek comedies, in the (second century BCE). The translator's role is, however, by no means a passive and mechanical one, and so has also been compared to that of an artist. The main ground seems to

be the concept of parallel creation found in critics as early as Cicero. Dryden (1657) observed that (1657) Translation is a type of drawing afterlife..... And the comparison of translators with a musicians or actors goes back at least to Samuel Johnson's remark about Alexander Pope playing Homer on a flageolet, while Homer himself used a bassoon. If translation is regarded as an art that leads to the fact that, it is not an easy task. In the 13th century, **Roger Bacon** wrote that (1991) "if a translation is to be true, the translator must know both languages, as well as the science that he is to translate; and finding that few translators did", here in this case, he wanted to create away with translation and translators altogether.

(Martin Luther), who was the translator of the bible into German, has been the first European to assume that any one translates satisfactorily only toward his own language. According to **L.G. Kelly**, since Johann Gottfried Herder in the 18th century **that** every one works towards his own language. Compounding these demands upon the translator is the fact that not even the most complete dictionary or thesaurus can ever be a fully adequate guide in translation. Alexander Tytler emphasized that, (1970) "assiduous reading is a more comprehensive guide to a language than are dictionaries. The same point, but also including listening

to the spoken language, which had earlier been made in (1783) by Onufry Andrzej Kopczyński, member of Poland's Society for Elementary Books, who was also called the last Latin poet".

The special role of the translator in society is described properly in an essay which was published in (1803) and that had been written by **Ignacy Krasicki** the poet of Poland, encyclopedist, the author of the first Polish novel, and the translator from French and Greek, who said that, ''Translation is in fact an art both estimable and very difficult, and therefore is not the labour and portion of common minds; [it] should be [practiced] by those who are themselves capable of being actors, when they see greater use in translating the works of others than in their own works. ''

2-1-1-Historical Background:

The first important translation in the West was that of the' Septuagint ' a collection of 'Jewish' Scriptures translated into Koine Greek in Alexandria between the 3rd and 1st centuries BCE. The dispersed Jew had forgotten their ancestral language and needed Greek versions translations of their Scriptures.

During the middle Ages, Latin language was the Lingua franca of the western educated people. Alfred the Great, king of Wessex in England, in the 9th-century, was far ahead at that time in commissioning vernacular Anglo- Saxon translations of Bede's Ecclesiastical and Boethius' Consolation of Philosophy. At the same time, the Christian Church attacked even the partial adaptations of the standard Latin Bible, St. Jerome's Vulgate of ca. 384 CE.

Buddhism Spreading, in Asia, led to high-level continuous translation efforts spanning well over a hundreds of years. The Tangut Empire was particularly efficient in efforts like these; exploiting the then newly-invented block printing, and with the full support of the government (contemporary sources describe the Emperor and his mother personally contributing to the translation effort, alongside sages of various nationalities), the Tanguts took mere decades to translate volumes that had taken the Chinese centuries to render.

Large-scale efforts at translation were undertaken by the Arabs. Having conquered the Greek world, they made Arabic versions of its philosophical and scientific works. During the middle Ages some translations of these Arabic versions were made into Latin, chiefly at Cordoba in Spain. Such Latin translations of Greek and

original Arab works of scholarship and science helped advance the development of European Scholasticism.

The broad historic trends in Western translation practice may be illustrated on the example of translation into the English language.

The first fine translations into English were made by England's first great poet, the 14th-century Geoffrey Chaucer, who adapted from the Italian of Giovanni Boccaccio in his own Knight Tale and Troilus and Criseyde; began a translation of the French- language Roman de la Rose and completed a translation of Boethius from the Latin. Chaucer founded an English poetic tradition on adaptation and translations from those earlier-established literary languages.

The first great English translation was the Wycliffe Bible (ca. 1382), which showed the weaknesses of an underdeveloped English prose. Only at the end of the 15th century did the great age of English prose translation begin with Thomas Malory's Le Morte Drathur —an adaptation of Arthurian romances so free that it can, in fact, hardly be called a true translation. The first great Tudor translations are, accordingly, the Tyndale New Testament (1525), which influenced the Authorized Version (1611), and Lord Berners' version of Jean Froissart's chronicles (1523–25).

Meanwhile, in Italy Renaissance, a new period in the history of translation had opened in Florence with the arrival, at the court of Cosimo de Medici, of the Byzantine scholar Georgius Gemistus Pletho shortly before the fall of Constantinople to the Turks (1453). A Latin translation of Plato's works was undertaken by Marsilio Ficino. This and Erasmus' Latin edition of the New Testament led to a new attitude towards translation. For the first time, readers demanded rigor of rendering, as philosophical and religious beliefs depended on the exact words of Plato, Aristotle and Jesus.

However, Non-scholarly literature, continued to rely on adaptation. France's Pleiade, England's Tudor poets, and the Elizabethan translators adapted themes by Horace , Ovid , Petrarch and modern Latin writers, showing a new poetic style on those models. The English poets and translators sought to supply a new public, created by the rise of a Middle class and the development of printing , with works such as the original authors would have written , had they been writing in England at that time.

The Elizabethan period of translation witnessed considerable progress beyond mere paraphrase toward an ideal of stylistic equivalence, but even to the end of this period—which actually

reached to the middle of the 17th century—there was no concern for verbal accuracy.

In the second half of the 17th century, the poet John Dryden sought to make Virgil speak in words such as he would probably have written if he were living as an Englishman. Dryden, however, discerned no need to emulate the Roman poet's subtlety and concision. Similarly, Homer suffered from Alexander Pope's endeavour to reduce the Greek poet's wild paradise to order.

Throughout the 18th century, the watchword of translators was ease of reading. Whatever they did not understand in a text, or thought might bore readers, they omitted. They cheerfully assumed that their own style of expression was the best, and that texts should be made to conform to it in translation. For scholarship they cared no more than had their predecessors, and they did not shrink from making translations from translations in third languages, or from languages that they hardly knew, or—as in the case of James Macpherson's "translations" of Ossian—from texts that were actually of the "translator's" own composition.

The 19th century brought new standards of accuracy and style. In regard to accuracy, observes J.M. Cohen, the policy became "the text, the whole text, and nothing but the text", except for any bawdy passages and the addition of copious explanatory footnotes.

In regard to style, the Victorians' aim, achieved through far-reaching metaphrase (literality) or pseudo-metaphrase was to constantly remind readers that they were reading a foreign classic. An exception was the outstanding translation in this period, Edward Fitzgerald's Robaiyat of Omar Khayyam (1859), which achieved its Oriental flavor largely by using Persian names and discreet Biblical echoes and actually drew little of its material from the Persian original.

In advance of the 20th century, a new pattern was set in 1871 by Benjamin Jowett, who translated Plato into simple, straightforward language. Jowett's example was not followed, however, until well into the new century, when accuracy rather than style became the principal criterion.

Translation is the interpreting of the meaning of a text and the subsequent production of an equivalent text, likewise called a "translation," that communicates the same message in another language. The text to be translated is called the source text, and the language that it is to be translated into is called the target language; the final product is sometimes called the target text.

Translation must take into account constraints that include context, the rules of grammar of the two languages, their writing conventions, and their idioms. A common misconception is that

there exists a simple word-for-word correspondence between any two languages, and that translation is a straightforward mechanical process; such a word-for-word translation, however, cannot take into account context, grammar, conventions, and idioms.

Translation, when practiced by relatively bilingual individuals but especially when by persons with limited proficiency in one or both languages, involves a risk of spilling-over of idioms and usages from the source language into the target language. On the other hand, inter-linguistic spillages have also served the useful purpose of importing calques and loanwords from a source language into a target language that had previously lacked a concept or a convenient expression for the concept. Translators and interpreters, professional as well as amateur, have thus played an important role in the evolution of languages and cultures.

The art of translation is as old as written literature. Parts of the Sumerian Epic of Gilgamesh among the oldest known literary works have been found in translations into several Asiatic languages of the second millennium BCE. The Epic of Gilgamesh may have been read, in their own languages, by early authors of the Bible and of the Iliad.

Since the Industrial Revolution, developments in technology, communications and business have changed translation greatly.

Once the activity of a relatively small group of clerics, scholars and wealthy amateurs working with religious or literary texts, it is now a profession with accredited schools, professional associations, and accepted standards and payscales. In particular, the advent of the Internet has greatly expanded the market for translation and introduced a vast array of new tools and types of work, including product localization , content management, and multilingual documentation. An estimated 75% of professional translators currently make their living from technical texts of various kinds.

Since the 1940s, attempts have been made to computerize or otherwise automate the translation of natural-language texts (machine translation) or to use computers as an aid to translation (computer-assisted translation).

2-1-2-The Term Translation:

Etymologically, translation is a carrying across or bringing across. The Latin translation derives from the perfect passive participle, translatum, of transferre (to transfer from trans means across + ferre means to carry or to bring). The modern Romance, Germanic and Slavic European languages have generally formed their own equivalent terms for this concept after the Latin model

— after transferre or after the kindred traducere which means to bring across or to lead across.

Additionally, the Ancient Greek term for translation (μετάφρασις) = metaphrasis, a speaking across, has supplied English with metaphrase, a literal translation, or word-for-word translation as contrasted with paraphrase a saying in other words, from the Greek (παράφρασις,) = paraphrasis. Metaphrase corresponds, in one of the more recent terminologies, to formal equivalence, and paraphrase to dynamic equivalence.

A widely recognized icon for the practice and historic role of translation is the Rosetta stone, which in the United States is incorporated into the crest of the Defence Language Institute.

2-1-3-Some Translation Terms:

1-Translatability:

There is a universal view that considers the differences between languages to be surface phenomenon that only cause practical problems for translation, whereas Translatability is guaranteed by biological factored and cultural confederations.

Different languages may package meaning differently, but ultimately all languages are able to convey all possible meanings.

In Roman Jakobson' words, (1959: pp.234-236) "all cognitive experience and its classifications is conveyable in exciting languages and languages are deferent, essentially in what they may convey"

2-Untranslatability:

The day – to – day practice of translators appears to show over-whelmingly that translation will be possible if it happens all the time, surely it can be done; the argument against translatability does not usually posit absolute untranslatability rather than the question: whether full adequate can be achieved.

3 -Equivalence:

Equivalence is a central concept in translation theory, but it is also controversial. The questions of equivalence can differ radically: Some theorists define translation in terms of equivalence relations "Cat ford(1965), Naida and Packer, Torry(1980), P.(1992)".

Picker uses the notions of equivalence for the sake of conventions, because most translators are used to it rather than because it has any theoretical status. Thus equivalence is variously regarded as a

necessary condition for translations, an obstacle to progress in translations studies or category for describing translation.

Given that the concept has been particularly associated with linguistic theories of translation. As already indicated proponents of equivalence based theories of translations, now; define equivalence as a relationship between two texts: Source texts "ST" and target texts "TT".

Equivalences are also set to be held between parts of STs and TTs, in many cases.

Naida, packer (Theory of Translations (1969) p.193), "It's this relationship that allows the TT to be considered a translation of ST, in first place. This definition of equivalence is not unproblematic''; however, according to Bym (1992), "for one has pointed to its circularity, equivalence in translations is to be in a way that avoids this circularity''. Earlier theorists interested in equivalence in translations by focusing in the rank word, sentence, or text level at which equivalence is said to obtain meaning.

4-Explicitation:

It is the technique of making explicit in the target text information that is implicit in the source text (Vinay and Darblant (1958) "Explicitation has now developed into a cover term which includes a number of obligatory and optional translational operations'' Klandy (2009) .And in a paper (2004) there "they distinguish between explicitation as a strategy used in the process of translation and explicitatin as a feature of the product of translation'' .

5-Misconceptions:

Newcomers to translation sometimes proceed as if translation was an exact science — as if consistent, one-to-one correlations existed between the words and phrases of different languages, rendering translations fixed and identically reproducible, much as in cryptography . Such novices may assume that all that is needed to translate a text is to encode and decode equivalents between the two languages, using a translation dictionary as the " codebook ".On the contrary, such a fixed relationship would only exist were a new language synthesized and simultaneously matched to a pre-existing language's scopes of meaning , etymologies , and lexical ecological niches . If the new language were subsequently to take

on a life apart from such cryptographic use, each word would spontaneously begin to assume new shades of meaning and cast off previous associations, thereby vitiating any such artificial synchronization. Henceforth translation would require the disciplines described in this article. Another common misconception is that anyone who can speak a second language will make a good translator. In the translation community, it is generally accepted that the best translations are produced by persons who are translating into their own native languages as it is rare for someone who has learned a second language to have total fluency in that language. A good translator understands the source language well, has specific experience in the subject matter of the text, and is a good writer in the target language. Moreover, he is not only bilingual but bicultural. It has been debated whether translation is art or craft. Literary translators, such as Gregory Rabassan in If This Be Treason, argue that translation is an art – a teachable one. Other translators, mostly technical, commercial, and legal, regard their métier as a craft – again, a teachable one, subject to linguistic analysis, that benefits from academic study. As with other human activities, the distinction between art and craft may be largely a matter of degree. Even a document which appears simple, e.g. a product brochure, requires a certain level of linguistic skill that goes beyond mere technical terminology. Any material used

for marketing purposes reflects on the company that produces the product and the brochure. The best translations are obtained through the combined application of good technical-terminology skills and good writing skills. Translation has served as a writing school for many prominent writers. Translators, including monks who spread Buddhist texts in East Asia and the early modern European translators of the Bible, in the course of their work have shaped the very languages into which they have translated. They have acted as bridges for conveying knowledge and ideas between cultures and civilizations. Along with ideas, they have imported, into their own languages, loanwords and calques of grammatical structures, idioms and vocabulary from the source languages.

6-Interpreting:

Interpreting or interpretation, is the intellectual activity that consists of facilitating oral or sign-language communication , either simultaneously or consecutively, between two or among three or more speakers who are not speaking, or signing, the same language.

The words interpreting and interpretation both can be used to refer to this activity; the word interpreting is commonly used in the profession and in the translation-studies field to avoid confusion with other meanings of the word interpretation. Not all languages

employ, as English does, two separate words to denote the activities of written and live-communication (oral or sign-language) translators. Even English does not always make the distinction, frequently using translation as a synonym of interpreting, especially in nontechnical usage.

7-Fidelity vs. Transparency:

Fidelity (or faithfulness) and transparency are two qualities that, for millennia, have been regarded as ideals to be striven for in translation, particularly literary translation. These two ideals are often at odds. Thus a 17th-century French critic coined the phrase les belles infidèles to suggest that translations, like women, could be either faithful or beautiful, but not both at the same time. Fidelity pertains to the extent to which a translation accurately renders the meaning of the source text, without adding to or subtracting from it, without intensifying or weakening any part of the meaning, and otherwise without distorting it.

Transparency pertains to the extent to which a translation appears to a native speaker of the target language to have originally been written in that language, and conforms to the language's grammatical, syntactic and idiomatic conventions. A translation that meets the first criterion is said to be a "faithful translation"; a translation that meets the second criterion, an "idiomatic

translation". The two qualities are not necessarily mutually exclusive. The criteria used to judge the faithfulness of a translation vary according to the subject, the precision of the original contents, the type, function and use of the text, its literary qualities, its social or historical context, and so forth. The criteria for judging the transparency of a translation appear more straightforward: an unidiomatic translation "sounds wrong", and in the extreme case of word-for-word translations generated by many machine-translation systems, often results in patent nonsense with only a humorous value (see Round-trip translation). Nevertheless, in certain contexts a translator may consciously strive to produce a literal translation. Literary translators and translators of religious or historic texts often adhere as closely as possible to the source text. In doing so, they often deliberately stretch the boundaries of the target language to produce an unidiomatic text. Similarly, a literary translator may wish to adopt words or expressions from the source language in order to provide "local color" in the translation. In recent decades, prominent advocates of such "non-transparent" translation have included the French scholar Antoine Berman, who identified twelve deforming tendencies inherent in most prose translations, and the American theorist Lawrence Venuti, who has called upon translators to apply "foreignizing" translation strategies instead of domesticating ones. Many non-transparent-

translation theories draw on concepts from German Romanticism, the most obvious influence on latter-day theories of "foreignization" being the German theologian and philosopher Friedrich Schleiermacher. In his seminal lecture "On the Different Methods of Translation" (1813) he distinguished between translation methods that move "the writer toward [the reader]", i.e., transparency, and those that move the "reader toward [the author]", i.e., an extreme fidelity to the foreignness of the source text. Schleiermacher clearly favored the latter approach. His preference was motivated, however, not so much by a desire to embrace the foreign, as by a nationalist desire to oppose France's cultural domination and to promote German literature. For the most part, current Western practices in translation are dominated by the concepts of "fidelity" and "transparency". This has not always been the case. There have been periods, especially in pre-Classical Rome and in the 18th century, when many translators stepped beyond the bounds of translation proper into the realm of "adaptation". Adapted translation retains currency in some non-Western traditions. Thus the Indian epic, the Ramayana, appears in many versions in the various Indian languages, and the stories are different in each. Anyone considering the words used for translating into the Indian languages, whether those be Aryan or Dravidian languages, will be struck by the freedom that is granted

to the translators. This may relate to devotion to <u>prophetic</u> passages that strike a deep religious chord, or to a vocation to instruct <u>unbelievers</u>. Similar examples are to be found in <u>medieval Christian</u> literature, which adjusted the text to the customs and values of the audience.

2-1-4-Equivalence (<u>**Dynamic and formal equivalence**</u>):

The question of <u>fidelity</u> vs. <u>transparency</u> has also been formulated in terms of, respectively, "formal equivalence" and "dynamic equivalence". The latter two expressions are associated with the translator "<u>Eugene Nida</u>" and were originally coined to describe ways of translating the Bible, but the two approaches are applicable to any translation.

"Formal equivalence" corresponds to "metaphrase ", and "dynamic equivalence" to "paraphrase"."Dynamic equivalence" (or "functional equivalence") conveys the essential thought expressed in a source text — if necessary, at the expense of literality, original sememe and word order, the source text's active vs. passive voice, etc. By contrast, "formal equivalence" (sought via literal "translation ") attempts to render the text literally, or "word for word" (the latter expression being itself a word-for-word rendering of the classical Latin   verbum pro verbo) — if necessary, at the expense of features natural to the target language. There is,

however, no sharp boundary between dynamic and formal equivalence. On the contrary, they represent a spectrum of translation approaches. Each is used at various times and in various contexts by the same translator and at various points within the same text— sometimes simultaneously. Competent translation entails the judicious blending of dynamic and formal equivalents.

2-1-5-Meaning:

There are different types of meaning. Some of them are as follows:

a-Denotative meaning: It is from denote which means to indicate or be a sign of something.

b-Connotative meaning: It is an impression that a word gives in addition to its meaning.

C-Collocation is a system of organizing words in a sentence so as to give full meaning.

d- Grammatical meaning: It refers to the meaning from grammatical point of view.

e-Polysemy: Polysemy arises when one word has related multiple meanings.

f-Homonyms: It is the relation between two words that have the same form but different meanings.

g- Synonymy : It is the relationship between two or more words that have the same meaning.

h- Hyponym: It is an inclusion relation, where the meaning of one word includes the meaning of another, e. g. the meaning of dog necessarily includes the meaning of animal.

2-1-6- Theories of Translation:

It is worth mentioning to give some account on translation itself before talking about its problems. There are many definitions for this term "translation" of which are:

A-Translation is the transferring of the ideas and the speeches from a language to another, keeping the spirit of the text translated.(Manse A. S. 1988).

B-Translation is to write what is written in the source language as equivalent as possible in the target language.

C-By Roger T .Bell (1989) translation is the expression in another language (or target language) of what has been expressed in another, source language, preserving semantic and stylistic equivalences.

D-Another definition by T. Bell Roger is that translation is the replacement of a representation of a text in one language by a representation of an equivalent text in a second language.

2-1-7-General Translation:

A general translation is the simplest form of translations. A general text means that the language used is not high level and to a certain extent could be in layman's terms. There is no specific or technical terminology used. Most translations carried out fall under this category.

2-1-8-Types of Translation:

Due to the continuing evolvement of the translation industry in our modern world, there are now certain terms used to define specialist translations that do not fall under a general category. These definitions are   brief guide offers an explanation of some of the more common translation terms used:

1-Administrative Translation:

The translation of administrative texts. Although administrative has a very broad meaning, in terms of translation it refers to common texts used within businesses and organisations that are used in day to day management. It can also be stretched to cover texts with similar functions in government.

2-Commercial Translation:

Commercial translation or business translation covers any sort of document used in the business world such as correspondence, company accounts, tender documents, reports, etc. Commercial translations require specialist translators with knowledge of terminology used in the business world.

3-Computer Translation:

Not to be confused with CAT, computer assisted translations, which refer to translations carried out by software. Computer translation is the translation of anything to do with computers such as software, manuals, help files, etc.

4-Economic Translation:

Similar to commercial or business translation, economic translation is simply a more specific term used for the translation of documents relating to the field of economics. Such texts are usually a lot more academic in nature.

5-Financial Translation:

Financial translation is the translation of texts of a financial nature. Anything from banking to asset management to stocks and bonds could be covered.

6-Literary translation:

A literary translation is the translation of literature such as novels, poems, plays and poems. The translation of literary works is considered by many one of the highest forms of translation as it involves so much more than simply translating text. A literary translator must be capable of also translating feelings, cultural nuances, humour and other subtle elements of a piece of work. Some go as far as to say that literary translations are not really possible. In 1959 the Russian-born linguist Roman Jakobson went as far as to declare that "poetry by definition [was] untranslatable". In 1974 the American poet James Merrill wrote a poem, "Lost in Translation," which in part explores this subject.

7-Medical translation:

A medical translation will cover anything from the medical field from the packaging of medicine to manuals for medical equipments to medical books. Like legal translation, medical translation is specialization where a mistranslation can have grave consequences.

8-Technical translation:

A technical translation has a broad meaning. It usually refers to certain fields such as IT or manufacturing and deals with texts such as manuals and instructions. Technical translations are usually more expensive than general translations as they contain a high amount of terminology that only a specialist translator could deal with. There may be other terms used to define other emerged categories of translation in addition to these terms. What concerns us here most is the legal translation.

2-2- Background of Legal Translation:

The literature on legal translation is meagre indeed. Research on legal translation between English and other languages is predominantly restricted purely semantic or syntactic issues. For instance, Abu-Ghazal (1996) entitled a number of semantic and syntactic problems in legal translation from English into Arabic, by analyzing graduate students' translations at Yarmouk University of a number of UN resolutions. He chiefly aimed at detecting the linguistic and translation problems that facing the students in general and post-graduate students in particular. He concluded that

such student should be exposed to intense training in legal translation before practicing it as a career. There are some studies in the language of law that frequently referred to in the literature of which is that one carried by Mellinkoff in (1963). In his book, Mellinkoff, was concerned with what the language of the law is, describing its characteristics and mannerisms. Moreover, he investigated the history of legal language, and then he brought the language of the law down into the practice. In their book, Crystal and Davy (1969) devoted a chapter to the language of legal documents, supported with examples taken from an insurance policy and a purchase agreement. They say that of all the uses of the language , the legal language may be the least communicative , in that case , it is not design to be used by English language-users at large whereas to allow one expert to register information for scrutiny by another (p.112). A legal text for them exhibits a high degree of linguistic conservation, included in written instruction such as court judgments, police reports. Constitutions, charters, treaties, protocols and regulation (p. 205). They described legal texts as formulaic, predictable and almost mathematic. Shunnaq and Farghal (1992 and 1999) focused on the problematic areas in translating UN legal documents as encountered by MA translation students in their comprehensive examinations. According to them,

these areas fall into three categories: syntax-related problems, layout-related problems, and tenor-related problems.

Emery (1989) explored the linguistic features of Arabic legal documentary texts and compared them with their English counterparts. Emery ended up recommending that trainee translators should develop a sense of appreciation of the structural and stylistic difference between English and Arabic discourse to help produce acceptable translations of legal documents. Though he only made limited inroads into the area of legal translation theory or practice , Emery's article is in fact one of the very few that investigated and deal with general features of Arabic legal language , an area of research that has inexplicably been disregarded by Arab translators and theorists . And this is also the matter with this research which is to be considered of the first studies in legal language of contracts. Most of the above mentioned studies are concerning the area of legal translations between English and Arabic which are the letter of the law that has great importance and so they devoted themselves to an inquiry of terminological or syntactic accuracy, while disregarding pragmatic, functional notions. There are other writers and theorists who have regarded communicative approaches to legal translation between English and some other European languages and not Arabic.

Newmark is a theorist who deals with general translation so as to comment on legal translation. He observed a difference in the translation of legal documents for information purposes and those which are "concurrently valid in the target language (TL) Community."Concerning "foreign laws, wills, and conveyancing" translated for information purpose only; Newmark suggested that literal or semantic translation, as he indicated and referred to it, is necessary. On the other hand, he ensured and stressed that "the formal register of the TL must be respected in dealing with documents that are to be concurrently valid in the TL community". In this view of Newmark, such translations require the communicative approach and that is target language-oriented (Newmark 1982, 47) in this area, Newmark is one of the few linguists who recognize that "the status of a legal text is instrumental in determining its use in practice." Mellinkof's (1982) outlined basic rules of Plain English drafting. Most of the points were clarified by contrasting samples of poor drafting in briefs, contracts and judicial opinions with versions of the same material rewritten in ordinary English. He wrote describing ready legal forms "they are a quick, cheap substitute for knowledge and independent thinking "(p.101). Mellinkof ,also defined   four elements legalese : formalisms , such as 'now comes ' ; archaic

words , such as hereby ; redundancies , such as each and every ; and Latin words , such as per curiam .

Butt and Castle search deeply into the roots of traditional legal language and its peculiar features which make legal documents aloof from their users. "They proposed step-by-step guide to drafting in modern style, using examples from four types of legal documents: leases, company constitutions, wills and conveyances. In addition to that, they emphasized the benefits of drafting in plain language and confirming the fruitfulness of its use. Like Mellinkof, they surveyed the reasons for the current alarming of legal drafting, as well as provided guidance on how to draft well.

Sarcevic, in her book, that contained a comprehensive survey of legal translation (2000), wrote in connection with parallel legal texts, "While lawyers cannot expect translators to produce parallel texts which are equal in meaning, they do expect them to produce parallel texts which are equal in legal effect. Thus the translator's main task is to produce a text that will lead to the same legal effects in practice."(p.71)

Sarcevic indicated that, "the basic unit of legal translation is the text, not the word "(p.5). Terminological equivalence has an important role to play, but ' legal equivalence ' used to describe a

relationship at the level of the text may have an even greater importance (p. 48).

Sarcevic claimed that 'the traditional principle of fidelity has recently been challenged by the introduction of new bilingual drafting methods which have succeeded in revolutionizing legal translation '. The translator must be able ' to understand not only what the words mean and what a sentence means , but also what legal effect it is supposed to have , and how to achieve that legal effect in the other language ' (p.p. 70-71).

The translation procedures adopted for contracts, are subordinate to the pragmatic conditions they have to meet. However, strict literal translation is not necessarily the rule for this category of texts. In a context that is characterized by the absence of legal validity of the translated version, there may be situations where a free approach can be taken, if the aim is only that of making the addressee of the target text aware of the function of the original in the source-language culture.

2-2-1-Translating Contracts:

Legal translation orients mostly towards the preservation of the message contained in the text rather than rendering effectively in the target language. The concept is that which is the parties need to

grasp rather than tracing any other message .The translator must be accurate and has to give the exact meaning for each of the parties .They need special dictionaries, they have to be aware of both the languages that are the source and the target languages, and they have to be as experts in the legal language of the documents.

As it is mentioned above, introducing a legal translation has been more or less oriented mostly towards the preservation of the letter rather than effective rendering in the target language. Legal texts are often treated according to the status of 'sensitivity 'as they have always been so. The translation of a legal text will seek to achieve the identity of the intended meaning between the source and the translated, i. e. the identity of the propositional content as well as the identity of the legal effect meanwhile giving convinced objectives intended of the body or person that has produced the origin. This corresponds to identifying the propositional content of the illocutionary and perlocutionary force, and of intentionary (de beaugrand -Dressler 1981)

In actual practice of legal translation, the criteria guiding the translators' choices are prevalently functional, and so to perform in the target culture. Hence, in the translation of contracts, regulating the relationships between subjects in different contexts, the original text agreed between the parties is not necessarily

authoritative; a contract as such, will be interpreted according to the law governing it, regardless of the language in which it is written, and will be drawn up according to the rules and drafting conventions of the national law applicable to it. The source text offers the input on the basis of which a new autonomous text is created in the translation language taking into the account mainly the needs of the final users. (Garzone- 2003) ''Translating for legal equivalence is the production of <u>translations</u> that are acceptable by a legal <u>jurisdiction</u>. For legal and official purposes, <u>evidentiary documents</u> and other official <u>documentation</u> are usually required in the <u>official language</u>(s) of a <u>jurisdiction</u>.'' In some <u>countries</u>, it is a requirement for translations of such documents that a <u>translator</u> swear an <u>oath</u> to attest that it is the legal equivalent of the <u>source text</u>. Often, only translators of a special class are authorized to swear such oaths. In some cases, the translation is only accepted as a legal equivalent if it is accompanied by the original or a sworn or certified <u>copy</u> of it. Even if a <u>translator</u> specializes in legal translation or is a <u>lawyer</u> in his country, this does not necessarily make him a sworn translator.

2-2-2-The procedure for translating to legal equivalence differs from country to country. These are in the following examples:

1-South Africa:

In **South Africa**, the translator must be authorized by the **High Court**, and must use an original (or a sworn copy of an original) in his physical presence as his source text. The translator may only swear by his own translation. There is no requirement for an additional witness (such as a **notary**) to attest to the **authenticity** of the translation.

2-United States of America:

The U.S. Department of Labor, Bureau of Labor Statistics states: "There is currently no universal form of certification required of interpreters and translators in the United States, but there are a variety of different tests that workers can take to demonstrate proficiency."

2-2-3-Pragmatics and Legal Translation:

This part concerns and deals with the translation of contracts from pragmatic and functional point of view. Pragmatics is the study of the relationship between the linguistic sign and its user, i. e. the study of how people use context and it may be the study of aspects

of meaning that was not covered in semantics. If we take language to be the sign and society as the user of that sign, we will seek the elements like function, context and comprehension. Nord (1997, 35) describes the adequacy a translation in the following terms: information as Source-text producer. What the translator does is offer another kind of information in another form". Within the framework of Scopo's theories, "adequacy" refers to the qualities of the target text with regard to the translation brief: the translation should be ' adequate ' to the requirements of the brief. When deciding on the most efficient translation strategy to be used, the context of the translation, its purpose, and the nature of the text and the text services can be quite decisive. However the translation commission can contribute significantly to the translator with information about the intended target text functions, addressees, the prospective time, place and motive of production and reception of the text (Nord 1997, 137). Equal intent has priority over equal meaning, in legal translation by intent we mean two qualities: macro-intent and micro-intent. Macro-intent is usually defined as the general communicative function. Micro-intent is identified as the specific purpose of a particular text which means what it is attempting to achieve or the author intent. And hence, the legal translator must strive to create a text that shows the intended meaning and achieves the legal effects intended by the author. This

is known as legislative intent in the legal domain. Therefore, the primary task of the translator is to create a text that can be interpreted and applied as intended by the legislator. Based on "a sufficient communication process within the mechanisms of the law can be said to have taken place when the translated versions of a single text are interpreted and applied uniformly as intended by the contracted parties (Sarcevic 2000, 73).

2-2-4-Legal Translation:

Legal translations are one of the trickiest translations known. At its simplest level it means the translation of legal documents such as statutes, contracts and treaties. A legal translation will always need specialist attention. This is because law is culture-dependent and requires a translator with an excellent understanding of both the source and target cultures. Most translation agencies would only ever use professional legal to undertake such work. This is because there is no real margin for error; the mistranslation of a passage in a contract could, for example, have disastrous consequences. When translating a text within the field of law, the translator should keep the following in mind. The legal system of the source text is structured in a way that suits that culture and this is reflected in the legal language; similarly, the target text is to be read by someone who is familiar with another legal system and its language.

It is the <u>translation</u> of texts within the field of <u>law</u>. As law is a culture-dependent subject field, legal translation is not a simple task. Only professional translators specializing in legal translation should translate legal <u>documents</u> and scholarly writings. The mistranslation of a passage in a <u>contract</u>, for example, could lead to <u>lawsuits</u> and loss of money. When translating a text within the field of law, the translator should keep the following in mind. The legal system of the source text (ST) is structured in a way that suits that culture and this is reflected in the legal language; similarly, the target text (TT) is to be read by someone who is familiar with the other legal system (corresponding to the jurisdiction for which TT is prepared) and its language. Most forms of legal writing, and contracts in particular, seek to establish clearly defined rights and duties for certain individuals. It is essential to ensure precise correspondence of these rights and duties in the source text and in the translation. Legal translation may also involve, Certificates of Accuracy, Witness Statements<u>1</u>, <u>Depositions</u>, <u>Trusts</u>, <u>Wills</u>, <u>Articles of Incorporation</u>, <u>Litigation Documents</u>, Immigration Documents, Property/Exhibit Labels and in some cases attendance in court by the translator(s).

Apart from terminological <u>lacunae</u>, or lexical gaps, the translator may focus on the following aspects: Linguistic structures that are often found in the source language may have no direct equivalent

structures in the target language. And textual conventions in the source language are often culture-dependent and may not correspond to conventions in the target culture. The translator therefore has to be guided by certain standards of linguistic, social and cultural equivalence between the languages used in the source text (ST) to produce a text (TT) in the target language. Those standards correspond to a variety of different principles defined as different approaches to translation in <u>Translation Theory</u>. Each of the standards sets a certain priority among the elements of ST to be preserved in TT. For example, following the functional approach, translators try to find target language structures with the same functions as those in the source language thus value the functionality of a text fragment in ST more than, say, the meanings of specific words in ST and the order in which they appear there. Note that different approaches to <u>Translation</u> should not be confused with different approaches to <u>Translation Theory</u>. The former are the standards utilized by translators in their trade while the latter are just different <u>paradigms</u> used in developing <u>Translation Theory</u>. There is confusion between the names of some of the translation standards used in legal practice. Not many lawyers and judges are familiar with the terminology used in <u>Translation Theory</u>, and they often ask court <u>interpreters</u> and <u>translators</u> to provide <u>verbatim</u> translation. They often view this

term as a clear standard of quality that they desire in TT. However, usually it does not mean to provide verbatim translation in the meaning of the standard described in <u>Translation Theory</u> with which they are not familiar. Their use of this term is based on a layperson's misconception that an accurate translation is achieved simply when "the correct" words of the target language are substituted for the corresponding words of ST. In reality, they just want to have a <u>faithful and fluent translation</u> of ST having no doubt that a good translator will provide it. They do not realize that word-by-word translations could sound as complete nonsense in the target language, and usually have no idea of different professional translation standards. Many translators would probably choose to adhere to the standard that they themselves find more appropriate in a given situation based on their experience rather than to attempt to educate the court personnel.

Translators of legal texts often consult <u>law dictionaries</u>, especially bilingual law dictionaries. Care should be taken, as some bilingual law dictionaries are of poor quality and their use may lead to mistranslation.

2-3- Translation Problems:

From the definitions mentioned above the problems arise. First of all we can say that if the words and the lexis are the bricks the

linguistic constructions, then the rules of the language are the patterns in which the opinions and the ideas are structured in sentences. In addition to that there are the translator's style, and his/her talents, and the background culture which distinguishes the different translations of the same text.

Translation problems can be divided into linguistic problems and cultural problems: the linguistic problems include grammatical differences, lexical ambiguity and meaning ambiguity; the cultural problems refer to different situational features. This classification coincides with that of El Zeini (1994) when she identified six main problems in translating from Arabic to English and vice versa; these are lexicon, morphology, syntax, textual differences, rhetorical differences, and pragmatic factors. Another level of difficulty in translation work is what as-sayyd (1995) found when she conducted a study to compare and assess some problems in translating the fair names of Allah in the Qur'an. She pointed out that some of the major problems of translation are over-translation, under-translation, and untranslatability.

Culture constitutes another major problem that faces translators. A bad model of translated pieces of literature may give misconceptions about the original. That is why Fionty (2001) thought that poorly translated texts distort the original in its tone

and cultural references, while Zidan (1994) wondered about the possible role of the target culture content as a motivating variable in enhancing or hindering the attainment of linguistic, communicative and, more importantly, cultural objectives of EFL (English as a Foreign Language (education. Hassan (1997) emphasized this notion when he pointed out the importance of paying attention to the translation of irony in the source language context. He clarified that this will not only transfer the features of the language translated but also its cultural characteristics. The translator's work these problems, and others, direct our attention to the work and the character of translators, how they attack a text so as to translate, and the processes they follow to arrive at the final product of a well-translated text in the target language .

Enani (1994:5) defines the translator as "a writer who formulates ideas in words addressed to readers. The only difference between him and the original writer is that these ideas are the latter's". Another difference is that the work of the translator is even more difficult than that of the artist. The artist is supposed to produce directly his/her ideas and emotions in his/her own language however intricate and complicated his/her thoughts are. The translator's responsibility is much greater, for s/he has to relive the experiences of a different person. Chabban (1984) believes that, however accurately the translator may delve into the inner depths

of the writer's mind, some formidable linguistic and other difficulties may still prevent the two texts from being fully equivalent. Therefore we do not only perceive the differences between a certain text and its translation, but also between different translations of the same text On the procedural level, El Shafey (1985:95) states: "A translator first analyzes the message , breaking it down into its simplest and structurally clearest elements, transfers it at this level into the target language in the form which is most appropriate for the intended audience. A translator instinctively concludes that it is best to transfer the kernel level in one language to the corresponding kernel level in the receptor language".

2-4- Specific Translation Problems:

1-Introduction:

In this part we will consider some particular problems which the task of translation poses for the builder of MT systems—some of the reasons why MT is hard.

It is useful to think of these problems under three headings: (I) Problems of ambiguity, (ii) problems that arise from structural and lexical differences between languages and (iii) multiword units like idioms and collocations. Bellow there is discussion of typical problems of ambiguity in sections:

1-Problem of ambiguity

Lexical and structural mismatches in Section (i) problems of ambiguity, and multiword units in Section (iii)

Of course, these sorts of problem are not the only reasons why MT is hard. Other problems include the sheer size of the undertaking, as indicated by the number of rules and dictionary entries, that a realistic system will need and the fact that there are many constructions whose grammar is poorly understood, in the sense that it is not clear how they should be represented, or what rules should be used to describe them. This is the case even for English, which has been extensively studied, and for which there are detailed descriptions –of both traditional 'descriptive' and theoretically sophisticated – some of which are written with computational usability in mind. It is an even worse problem for other languages. Moreover, even where there is a reasonable description of a phenomenon or construction, producing a description which is sufficiently precise to be used by an automatic system raises non-trivial problems.

2- Ambiguity:

In the best of all possible worlds (as far as most Natural Language Processing is concerned, Anyway) every word would have one and only one meaning. But, as we all know, this is not the case. When a word has more than one meaning, it is said to be lexically ambiguous.

When a phrase or sentence can have more than one structure it is said to be structurally ambiguous. Ambiguity is a pervasive phenomenon in human languages. It is very hard to find words

that are not at least two ways ambiguous, and sentences which are (out of context) several ways ambiguous are the rule, not the exception. This is not only problematic because some of the alternatives are unintended (i.e. represent wrong interpretations), but because they are ambiguities 'multiply'. In the worst case, a sentence containing two words, each of which is two ways ambiguous may be four ways ambiguous (□____□), (□) this sympolized a word. One with three such words

may be □___□___□___□ ____, ways ambiguous etc. One can, in this way, get very large numbers indeed. For example, a sentence consisting of ten words, each two ways ambiguous, and with just two possible structural analyses could have □_____□_____□____ different analyses. The number of analyses can be problematic, since one may have to consider all of them, rejecting all but one. Fortunately, however, things are not always so bad. In the rest of this section we will look at the problem in more detail, and consider some partial solutions. Imagine that we are trying to translate these two sentences into French:

(1)- a. You must not use abrasive cleaners on the printer casing.

(1)-b. The use of abrasive cleaners on the printer casing is not recommended. In the first sentence use is a verb, and in the second a noun, that is, we have a case of lexical

ambiguity. An English-French dictionary will say that the verb can be translated by (interalia) se server de and employer, whereas the noun is translated as emploi or utilization. One way a reader or an automatic parser can find out whether the noun or verb form of use is being employed in a sentence is by working out whether it is grammatically possible to have a noun or a verb in the place where it occurs. For example, in English, there is no

grammatical sequence of words which consists of the V\PP —so of the two possible parts of speech to which use can belong, only the noun is possible in the second sentence(1b). As we have noted in Chapter 4, we can give translation engines such information about grammar, in the form of grammar rules. This is useful in that it allows them to filter out some wrong analyses. However, giving our system knowledge about syntax will not allow us to determine the meaning of all ambiguous words. This is because words can have several meanings even within the same part of speech. Take for example the word button. Like the word use, it can be either a verb or a noun. As a noun, it can mean both the familiar small round object used to fasten clothes, as well as a knob on a piece of apparatus. To get the machine to pick out the right interpretation

we have to give it information about meaning. In fact, arming a computer with knowledge about syntax, without at the same time telling it something about meaning can be a dangerous thing. This is because applying a grammar to a sentence can produce a number of different analyses, depending on how the rules have applied, and we may end up with a large number of alternative analyses for a single sentence. Now syntactic ambiguity may coincide with genuine meaning ambiguity, but very often it does not, and it is the cases where it does not that we want to eliminate by AMBIGUITY applying knowledge about meaning. We can illustrate this with some examples. First, let us show how grammar rules, differently applied, can produce more than one syntactic analysis for a sentence. One way this can occur is where a word is assigned to more than one category in the grammar. For example, assume that the word cleaning is both an adjective and a verb in our grammar. This will allow us to assign two different analyses to the following sentence.

(2) Cleaning fluids can be dangerous.

One of these analyses will have cleaning as a verb, and one will have it as an adjective. In the former (less plausible) case the sense is 'to clean a fluid may be dangerous', i.e. it is about an activity being dangerous. In the latter case the sense is that fluids used for cleaning can be dangerous. Choosing between these alternative

syntactic analyses requires knowledge about meaning. It may be worth noting, in passing, that this ambiguity disappears when can is replaced by a verb which shows number agreement by having different forms for third person singular and plural. For example, the following are not ambiguous in this way: (3a) has only the sense that the action is dangerous, (3b) has only the sense that the fluids are dangerous.

(3)- a. Cleaning fluids is dangerous.

(3)-b. Cleaning fluids are dangerous. We have seen that syntactic analysis is useful in ruling out some wrong analyses, and this

is another such case, since, by checking for agreement of subject and object, it is possible to find the correct interpretations. A system which ignored such syntactic facts would have to consider all these examples ambiguous, and would have to find some other way of working out which sense was intended, running the risk of making the wrong choice. For a system with proper syntactic analysis, this problem would arise only in the case of verbs like can which do not show number agreement. Another source of syntactic ambiguity is where whole phrases, typically prepositional phrases, can attach to more than one position in a sentence. For example, in the following example, the prepositional phrase with a Postscript interface can attach either to the NP the word processor package, meaning "the word-processor which is fitted or supplied

with a Postscript interface", or to the verb connect, in which case the sense is that the Postscript interface is to be used to make the connection.

(4) Connect the printer to a word processor package with a Postscript interface. Notice, however, that this example is not genuinely ambiguous at all, knowledge of what a Postscript interface is (in particular, the fact that it is a piece of software, not a piece of hardware that could be used for making a physical connection between a printer to an office computer) serves to disambiguate. Similar problems arise with (5), which could mean that the printer and the word processor both need Postscript interfaces or that only the word processor needs them.

(5) You will require a printer and a word processor with Postscript interfaces. This kind of real world knowledge is also an essential component in disambiguating the pronoun it in examples such as the following

(6) Put the paper in the printer. Then switch it on. In order to work out that it is the printer that is to be switched on, rather than the paper, one needs to use the knowledge of the world that printers (and not paper) are the sort of thing one is likely to switch on. There are other cases where real world knowledge, though necessary, does not seem to be sufficient. The following, where

two people are re-assembling a printer, seems to be such an example:

(7)- A: Now insert the cartridge at the back.

B: Okay.

A: By the way, did you order more toner today?

B: Yes, I got some when I picked up the new paper.

A: OK, how far have you got?

A: Did you get it fixed?

It is not clear that any kind of real world knowledge will be enough to work out that it in the last sentence refers to the cartridge, rather than the new paper, or toner. All are probably equally reasonable candidates for fixing. What strongly suggests that it should be interpreted as the cartridge is the structure of the conversation — the discussion of the toner and new paper occurs in a digression, which has ended by the time it occurs. Here what one needs is knowledge of the way language is used. This is knowledge which is usually thought of as pragmatic in nature. Analysing the meaning of texts like the above example is important in dialogue translation, which is a long term goal for MT research, but similar problems occur in other sorts of text.

Another sort of pragmatic knowledge is involved in cases where the translation of a sentence depends on the communicative intention of the speaker — on the sort of action (the speech act) or

on lexical and structural mismatches that the speaker intends to perform with the sentence. For example, (8) could be a request for action, or a request for information, and this might make a difference to the translation.

(8) Can you reprogram the printer interface on this printer? In some cases, working out which is intended will depend on the non-linguistic situation, but it could also depend on the kind of discourse that is going on — for example, is it a discourse where requests for action are expected, and is the speaker in a position to make such a request of the hearer? In dialogues, such pragmatic information about the discourse can be important for translating the simplest expressions. For example, the right translation of Thank you into French depends on what sort of speech act it follows. Normally, one would expect the translation to be merci. However, if it is uttered in response to an offer, the right translation would be s'il vous plaˆıt/ silvuplə/ ('please').

At the start of the previous section we said that, in the best of all possible worlds for NLP, every word would have exactly one sense. While this is true for most NLP, it is an exaggeration as regards MT. It would be a better world, but not the best of all possible worlds, because we would still be faced with difficult translation problems. Some of these problems are to do with lexical differences between languages — differences in the ways in

which languages seem to classify the world, what concepts they choose to express by single words, and which they choose not to lexicalize. We will look at some of these directly. Other problems arise because different languages use different structures for the same purpose, and the same structure for different purposes. In either case, the result is that we have to complicate the translation process. In this section we will look at some representative examples. Examples like the ones in (9) below are familiar to translators, but the examples of colours (9c) and the Japanese examples in (9d) are particularly striking. The latter because they show how languages need differ not only with respect to the fineness or 'granularity' of the distinctions they make, but also with respect to the basis for the distinction: English chooses different verbs for the action/event of putting on, and the action/state of wearing. Japanese does not make this distinction, but differentiates according to the object that is worn. In the case of English to Japanese, a fairly simple test on the semantics of the NPs that accompany a verb may be sufficient to decide on the right translation. Some of the color examples are similar, but more generally, investigation of color vocabulary indicates that languages actually carve up the spectrum in rather different ways, and that deciding on the best translation may require knowledge that goes well beyond what is in the text, and may even be

undecidable. In this sense, the translation of color terminology begins to resemble the translation of terms for cultural artifacts (e.g. words like English cottage, Russian dacha, French chˆateau, etc. for which no adequate translation exists, and for which the human translator must decide between straight borrowing, neologism, and providing an explanation). In this area, translation is a genuinely creative act1, which is well beyond the capacity of current computers.

(9)- a. know (V) savoir (a fact) connaˆıtre (a thing)

(9)-b. leg (N) patte (of an animal) jambe (of a human) pied (of a table)

(9)-c. brown (A) brun chˆatain (of hair) marron (of shoes/leather)

(9)-d. wear/put on (V) kiku haku (shoes) kakeru (glasses) kaburu (hats) hameru (gloves, etc. i.e. on hands) haoru (coat) shimeru (scarves, etc. i.e. round the neck). Calling cases such as those above lexical mismatches is not controversial. However, when one turns to cases of structural mismatch, classification is not so easy. This is because one may often think that the reason one language uses one construction, where another uses another is because of the stock of lexical items the two languages have. Thus, the distinction is to some extent a matter of taste and convenience. A particularly obvious example of this involves problems arising from what are sometimes called lexical holes — that is, cases where one language

has to use a phrase to express what another language expresses in a single word. Examples of this include the 'hole' that exists in English with respect to French ignorer ('to not know', 'to be ignorant of'), and se suicider ('to suicide', i.e. 'to commit suicide', 'to kill oneself'). The problems raised by such lexical holes have a certain similarity to those raised by idioms: in both cases, one has phrases translating as single words.   One kind of structural mismatch occurs where two languages use the same construction for different purposes, or use different constructions for what appears to be the same purpose. Cases where the same structure is used for different purposes include the use of passive constructions in English, and Japanese. In the example below, the Japanese particle wa, which we have glossed as 'TOP' here marks the 'topic' of the sentence intuitively, what the sentence is about.

(10) a. Satoo-san wa shyushoo ni erabaremashita. Creative in the sense of 'genuine invention which is not governed by rules', rather than the sense of 'creating new things by following rules'— computers have no problem with creating new things by following rules, of course. Satoo-hon TOP Prime Minister   was-elected

(10)-b. Mr. Satoh was elected Prime Minister.

Example (10) indicates that Japanese has a passive-like construction, i.e. a construction where the patient, which is normally realized as an object, is realized as subject. It is different

from the English passive in the sense that in Japanese this construction tends to have an extra adversive nuance which might make (10a) rather odd, since it suggests an interpretation where Mr Satoh did not want to be elected, or where election is somehow bad for him. This is not suggested by the English translation, of course. The translation problem from Japanese to English is one of those that looks unsolvable for MT, though one might try to convey the intended sense by adding an adverb such as unfortunately. The translation problem from English to Japanese is on the other hand within the scope of MT, since one must just choose another form. This is possible, since Japanese allows subjects to be omitted freely, so one can say the equivalent of elected Mr. Satoh, and thus avoid having to mention an agent. However, in general, the result of this is that one cannot have simple rules like those described in Chapter 4 for passives. In fact, unless one uses a very abstract structure indeed, the rules will be rather complicated. We can see different constructions used for the same effect in cases like the following:

(11)- a. He is called Sam.

(11)-b. Er heißt Sam. 'He is-named Sam'

(11)-c. Il s'appelle/elsapel / Sam. 'He calls himself Sam'

(12) a. Sam has just seen Kim.

(12)-b. Sam vient de voir/viladuvwar / Kim. 'Sam comes of see Kim'

(13) a. Sam likes to swim.

(13)-b. Sam zwemt graag. 'Sam swims likingly. The first example shows how English, German and French choose different methods for expressing 'naming'. The other two examples show one language using an adverbial adjunct (just, or graag (Dutch) 'likingly' or 'with pleasure'), where another uses a verbal construction. This is actually one of the most discussed problems in current MT, and it is worth examining why it is problematic. This can be seen by looking at the representations for (12) in point (.1.) below. These representations are relatively abstract (e.g. the information about tense and aspect conveyed by the auxiliary verb have has been expressed in a feature), but they are still .This discussion of the Japanese passive is a slight simplification.

The construction does sometimes occur without the adversive sense, but this is usually regarded as a 'Europeanism', showing the influence of European languages tense = pres Sam has just seen Kim =

Sam vient de voir/vijaduvoa/ Kim. Head subject comp. Head subject. Sam voir /vwar/ Kim. Head subj. Obj. adjunct just tense = pres perfect .

See Sam Kim venir_de/v(ə)nirdu/ obj.:

Point(.1.)- venir-de/ <u>v(ə)nirdu /</u> and have-just rather different.

In particular, notice that while the main verb of (12a) is see, the main verb of (12b) is venir-de/ <u>v(ə)nirdu /</u> /. Now notice what is involved in writing rules which relate these structures (we will look at the direction English_ French).

1- The adverb just must be translated as the verb venir-de (perhaps this is not the best way to think about it—the point is that the French structure must contain venir-de, and just must not be translated in any other way).

2- Sam, the subject of see, must become the subject of venir-de.

3- Some information about tense, etc. must be taken from the S node of which see is the head and put on the S node of which venir-de is the head. This is a complication, because normally one would expect such information to go on the node of which the translation of see, voir, is the head.

4- Other parts of the English sentence should go into the corresponding parts of the sentence headed by voir/vwar/. This is simple enough here, because in both cases Kim is an object, but it is not always the case that objects translate as objects, of course.

5- The link between the subject of venir-de and the subject of voir must be established — but this can perhaps be left to French synthesis.

LEXICAL AND STRUCTURAL MISMATCHES:

All this can be shown in the examples below.

Head subj. comp tense = pres Sentence. Head subj. Obj. tense= pres perfect Sentence. see Sam Kim .Adjunct just. Sam has just seen Kim= Sam vient de voir/ viladuvwar / Kim. (venir_de).

Point(.2.)- Translating have-just into venir-de/ v(ə)nirdu /

Of course, given a complicated enough rule, all this can be stated. However, there will still be problems because writing a rule in isolation is not enough. One must also consider how the rule interacts with other rules. For example, there will be a rule somewhere that tells the system how see is to be translated, and what one should do with its subject and object. One must make sure that this rule still works (e.g. its application is not blocked by the fact that the subject is dealt with by the special rule above; or that it does not insert an extra subject into the translation, which would give *Sam vient de Sam voir Kim). One must also make sure that the rule works when there are other problematic phenomena around. For example, one might like to make sure the system produces (14b) as the translation of (14a).

(14)- a. Sam has probably just seen Kim.

(14)-b. Il est probable que/ileprubablku/ Sam vient de voir/ viladuvwar / Kim.

'It is probable that Sam comes of see Kim'. We said above that everything except the subject, and some of the tense information goes into the 'lower' sentence in French. But this is clearly not true, since here the translation of probably actually becomes part of the main sentence, with the translation of (12a) as it's complement. Of course, one could argue that the difference between English just and French venir de is only superficial. The argument could, for example, say that just should be treated as a verb at the semantic level. However, this is not very plausible. There are other cases where this does not seem possible. Examples like the following show that where English uses a tense = pres simple venir_de subj.. Head subj. voir Sam Kim obj.

Point(.3.)- The Representation of venir-de/vilɔdu/.

'Manner' verb and a directional adverb/prepositional phrase, French (and other Romance languages) use a directional verb and a manner adverb. That is where English classifies the event described as 'running', French classifies it as an 'entering'.

 (15)- a. She ran into the room.

 (15)-b. Elle entra dans la salle en courant/eləɔntr**âdâ**lasalɔkură/.

'She entered into the room in/while running'

The syntactic structures of these examples are very different, and it is hard to see how one can naturally reduce them to similar structures without using very abstract representations indeed. A

slightly different sort of structural mismatch occurs where two languages have 'the same' construction (more precisely, similar constructions, with equivalent interpretations), but where different restrictions on the constructions mean that it is not always possible to translate in the most obvious way. The following is a relatively simple example of this.

(16)- a. These are the letters which I have already replied to.

(16)-b. *Ce sont les lettres lesquelles j'ai d´ej`a r´epondu `a.

/sa sɔ le letr lekel ʒi deʒa repɔdu/

(16)-c. These are the letters to which I have already replied.

(16)-d. Ce sont les lettres auxquelles j'ai d´ej`a r´epondu.

/sa sɔt le letro lekel ʒi deʒa repɔdu/

What this shows is that English and French differ in that English permits prepositions to be 'stranded' (i.e. to appear without their objects, like in 16a). French normally requires the preposition and its object to appear together, as in (16d) — of course, English allows this, too. This will make translating (16a) into French difficult for many sorts of system (in particular, for systems that try to manage without fairly abstract syntactic representations). However, the general solution is fairly clear—what one wants is to build a structure where
(16a) is represented in the same way as (16c), since this will eliminate the translation problem. The most obvious representation

would probably be something along the lines of (17a), or perhaps (17b).

Point(.4.)-Multiword units: Idioms and collocationsI:

(17)- a. These are the letters___ I have already replied _! to which

(17)-b. These are the letters "#" __ I have already replied _ ! to the letters "#" While by no means a complete solution to the treatment of relative clause constructions, such an approach probably overcomes this particular translation problem. There are other cases which pose worse problems, however. In general, relative clause constructions in English consist of a head noun (letters in the previous example), a relative pronoun (such as which), and a sentence with a 'gap' in it. The relative pronoun (and hence the head noun) is understood as if it filled the gap—this is the idea behind the representations in (17). In English, there are restrictions on where the 'gap' can occur. In particular, it cannot occur inside an indirect question, or a 'reason' adjunct. Thus, (18b), and (18d) below are both ungrammatical. However, these restrictions are not exactly paralleled in other languages. For example, Italian allows the former, as in (18a), and Japanese the latter, as in (18c). These sorts of problem are beyond the scope of current MT systems —in fact, they are difficult even for human translators.

(18)- a. Sinda node minna ga kanasinda hito wa yumei desita. 'died hence everyone subj. distressed-was man top famous was'.

(18)-b. The man who everyone was distressed because (he) died was famous.

(18)-c. L'uomo che mi domando chi abbia visto fu arrestato.

(18)-d. The man that I wonder who (he) has seen was arrested.

Point(.5.)- Multiword units: Idioms and CollocationsII:

Roughly speaking, idioms are expressions whose meaning cannot be completely understood from the meanings of the component parts. For example, whereas it is possible to work out the meaning of (19a) on the basis of knowledge of English grammar and the meaning of words, this would not be sufficient to work out that in (19b) which can mean something like 'If Sam dies, her children will be rich'. This is because kick the bucket is an idiom.

(19)- a. If Sam mends the bucket, her children will be rich.

(19)- b. If Sam kicks the bucket, her children will be rich. The problem with idioms, in an MT context, is that it is not usually possible to translate them using the normal rules. There are exceptions, for example take the bull by the horns (meaning 'face and tackle a difficulty without shirking') can be translated literally into French as prendre le taureau par les cornes, which has the same meaning. But, for the most part, the use of normal rules in order to translate idioms will result in nonsense. Instead, one has to treat idioms as single units in translation. In many cases, a natural

translation for an idiom will be a single word—for example; the French word mourir ('die') is a possible translation for kick the bucket. This brings out the similarity, which we noted above, with lexical holes of the kind shown in(20).

(20)- a. J'ignore la solution.

/ʒi iɲɔ la sɔlysjɔ/

(20)-b. I do not know the solution.

(20)-c. se suicider.

/sə syiside/

(20)-d. commit suicide.

Lexical holes and idioms are frequently instances of word $ phrase translation. The difference is that with lexical holes, the problem typically arises when one translates from the language with the word into the language that uses the phrase, whereas with idioms, one usually gets the problem in translating from the language that has the idiom (i.e. the phrase) into the language which uses a single word. For example, there is no problem in translating I do not know the solution literally into French — the result is perfectly understandable. Similarly, there is no problem in translating mourir 'literally' into English (as die) one is not forced to use the idiom kick the bucket. In general, there are two approaches one can take to the treatment of idioms. The first is to try to represent them as single units in the monolingual dictionaries. What this means is

that one will have lexical entries such as kick the bucket. One might try to construct special morphological rules to produce these representations before performing any syntactic analysis — this would amount to treating idioms as a special kind of word, which just happens to have spaces in it. As will become clear, this is not a workable solution in general. A more reasonable idea is not to regard lexical lookup as a single process that occurs just once, before any syntactic or semantic processing, but to allow analysis rules to replace pieces of structure by information which is held in the lexicon at different stages of processing, just as they are allowed to change structures in other ways. This would mean that kick the bucket and the non-idiomatic kick the table would be represented alike (apart from the difference between bucket and table) at one level of analysis, but that at a later, more abstract representation kick the bucket would be replaced with a single node, with the information at this node coming from the lexical entry kick the bucket. This information would probably be similar to the information one would find in the entry for die.

In any event, this approach will lead to translation rules saying something like the following, in a transformer or transfer system (in an interlingual system, idioms will correspond to collections of concepts, or single concepts in the same way as normal words).

In fact => en fait / ă fet/

In view of => ´etant donn´e /ətă dɔne /

Kick the bucket => mourir /murir/

Kick the bucket => casser sa pipe/ kase sa pip/

The final example shows that one might, in this way, be able to translate the idiom kick the bucket into the equivalent French idiom casser sa pipe—literally 'break his/her pipe'.

The overall translation process is illustrated in Figure 6.4.

Point(.6.)-Multiword units: Idioms and CollocationsIII:

The second approach to idioms is to treat them with special rules that change the idiomatic source structure into an appropriate target structure. This would mean that kick the bucket and kick the table would have similar representations all through analysis. Clearly, this approach is only applicable in transfer or transformer systems, and even here, it is not very different from the first approach—in the case where an idiom translates as a single word, it is simply a question of where one carries out the replacement of a structure by a single lexical item, and whether the item in question is an abstract source language word such as kick the bucket or a normal target language word (such as mourir). S. NP AUX VP mourir. Head subj. Sam .S. present perfect. Transfer analysis synthesis. V NP. Sam has kicked the bucket. S NP AUX VP. S present perfect. Head obj. head. Kick Sam bucket, kick_the_bucket. Head subj. Sam. S. present perfect Sam est mort.

One problem with sentences which contain idioms is that they are typically ambiguous; in the sense that either a literal or idiomatic interpretation is generally possible (i.e. the phrase kick the bucket can really be about buckets and kicking). However, the possibility of having a variety of interpretations does not really distinguish them from other sorts of expression. Another problem is that they need special rules (such as those above, perhaps), in addition to the normal rules for ordinary words and constructions. However, in this they are no different from ordinary words, for which one also needs special rules. The real problem with idioms is that they are not generally fixed in their form, and that the variation of forms is not limited to variations in inflection (as it is with ordinary words). Thus, there is a serious problem in recognising idioms. This problem does not arise with all idioms. Some are completely frozen forms whose parts always appear in the same form and in the same order. Examples are phrases like in fact, or in view of . However, such idioms are by far the exception. A typical way in which idioms can vary is in the form of the verb, which changes according to tense, as well as person and number. For example, with bury the hatchet ('to cease hostilities and becomes reconciled', one gets He buries/buried/will bury the hatchet, and They bury/buried/shall bury the hatchet. Notice that variation in the form one gets here is exactly what one would get if

no idiomatic interpretation was involved—i.e. by and large idioms are syntactically and morphologically regular—it is only their interpretations that are surprising. A second common form of variation is in the form of the possessive pronoun in expressions like to burn one's bridges (meaning 'to proceed in such a way as to eliminate all alternative courses of action'). This varies in a regular way with the subject of the verb:

(21)- a. He has burned his bridges.

(21)-b. She has burned her bridges.

In other cases, only the syntactic category of an element in an idiom can be predicted. Thus, the idiom pull X's leg ('tease') contains a genitive NP, such as Sam's, or the king of England's. Another common form of variation arises because some idioms allow adjectival modifiers. Thus in addition to keep tabs on (meaning observe) one has keep close tabs on ('observe closely'), or put a political cat among the pigeons (meaning 'do or say something that causes a lot of argument politically'). Some idioms appear in different syntactic configurations, just like regular non-idiomatic expressions. Thus, bury the hatchet appears in the passive, as well as the active voice.

(22)- a. He buried the hatchet

(22)-b. The hatchet seems to have been buried

Of course, not all idioms allow these variations (e.g. one cannot passivize kick the bucket meaning 'die'), and, as noted, some do not allow any variation in form. But where variation in form is allowed, there is clearly a problem. In particular, notice that it will not be possible to recognise idioms simply by looking for sequences of particular words in the input. Recognizing some of these idioms will require a rather detailed syntactic analysis. For example, despite the variation in form for bury the hatchet, the idiomatic interpretation only occurs when the hatchet is always deep object of bury. Moreover, the rules that translate idioms or which replace them by single lexical items may have to be rather complex. Some idea of this can be gained from considering what must happen to pull Sam's leg in order to produce something like equivalent to tease Sam, or the French translation involving taquiner ('tease'), cf. Figure 6.5. This figure assumes the input and output of transfer are representations of grammatical relations, but the principles are the same if semantic representations are involved, or if the process involves reducing pull X's leg to a single word occurs in English analysis.

Point(.8.)- Multiword Units: Idioms and Collocations:

Kim. Head pos. pull Sam leg. Head subj. obj. S. Sam pulled Kim's leg. Sam a taquine Kim. taquiner Kim. Head subj. Obj. S. Sam.

Rather different from idioms are expressions like those in (23), which are usually referred to as collocations. Here the meaning can be guessed from the meanings of the parts. What is not predictable is the particular words that are used.

(23)- a. This butter is rancid (*sour, *rotten, *stale).

 (23)-b. This cream is sour (*rancid, *rotten, *stale).

(23)-c. They took (*made) a walk.

(23)-d. They made (*took) an attempt.

(23)-e. They had (*made, *took) a talk.

For example, the fact that we say rancid butter, but not *sour butter, and sour cream, but not *rancid cream does not seem to be completely predictable from the meaning of butter or cream, and the various adjectives. Similarly the choice of take as the verb for walk is not simply a matter of the meaning of walk (for example, one can either make or take a journey). In what we have called linguistic knowledge (LK) systems, at least, collocations can potentially be treated differently from idioms. This is because for collocations one can often think of one part of the expression as being dependent on, and predictable from the other. For example, one may think that make; in make an attempt has little meaning of its own, and serves merely to 'support' the noun (such verbs are often called light verbs, or sup-port verbs). This suggests one can simply ignore the verb in translation, and have the generation or

synthesis component supply the appropriate verb. For example, in Dutch, this would be doen, since the Dutch for make an attempt is een poging doen ('do an attempt'). One way of doing this is to have analysis replace the lexical verb (e.g. make) with a 'dummy verb' (e.g. VSUP). This can be treated as a sort of interlingual lexical item, and replaced by the appropriate verb in synthesis (the identity of the appropriate verb has to be included in the lexical entry of nouns, of course — for example, the entry for poging might include the feature support verb=doen. The advantage is that support verb constructions can be handled without recourse to the sort of rules required for idioms (one also avoids having rules that appear to translate make into poging 'do'). Of course, what one is doing here is simply recording, in each lexical entry, the identity of the words that are associated with it, for various purposes—e.g. the fact that the verb that goes with attempt is make (for some purposes, anyway). An interesting generalisation of this is found in the idea of lexical functions. Lexical functions express a relation between two words. Take the case of heavy smoker, for example. The relationship between heavy and smoker is that of intensification, which could be expressed by the lexical function Magn as follows, indicating that the appropriate adjective for English smoker is heavy, whereas that for the corresponding

French word fumeur is grand ('large') and that for the German word Raucher is stark ('strong').

(English) Magn (smoker) = heavy

(French) Magn (fumeur) = grand

(German) Magn (Raucher) = stark

If one wants to translate heavy smoker into French, one needs to map smoker into fumeur, together with the information that fumeur has the lexical function Magn applied to it, as in English. It would be left to the French synthesis module to work out that the value Magn (fumeur) = grand, and insert this adjective appropriately. Translation into German is done in the same way.

To sum up this part of this chapter, it looks at some problems which face the builder of MT systems. We characterized them as problems of ambiguity (lexical and syntactic) and problems of lexical and structural mismatches. We saw how different types of linguistic and non-linguistic knowledge are necessary to resolve problems of ambiguity, and in the next chapter we examine in more detail how to represent this knowledge. In this chapter we discussed instances of lexical and structural mismatches and the problem of non-compositionality (as exemplified by idioms and collocations) and looked at some strategies for dealing with them in MT systems. Moreover, the problem of ambiguity is pervasive in NLP, and is discussed extensively in the introductions to the

subject. Examples of lexical and structural mismatches are discussed in (Hutchins and Somers, (1992). Problems of the venir-de/have just sort are discussed extensively in the MT literature. A detailed discussion of the problem can be found in Arnold et al. (1988), and in Sadler (1993). On light verbs or support verbs, see Danlos and Samvelian (1992); Danlos (1992). Treatments of idioms in MT are given in Arnold and Sadler (1989), and Schenk (1986). On collocations, see for example Allerton (1984), Benson et al. (1986a), Benson et al. (1986b) and Hanks and Church (1989). The notion of lexical functions is due to Mel'ˇcuk, see for example Mel'ˇcuk and Polguere (1987); Mel'ˇcuk and Zholkovsky (1988). A classic discussion of translation problems is Vinay and Darbelnet (1977). This is concerned with translation problems as faced by humans, rather than machines, but it points out several of the problems mentioned here. This discussion in this chapter touches on two issues of general linguistic and philosophical interest: to what extent human languages really do carve the world up differently, and whether there are some sentences in some languages which cannot be translated into other languages. As regards the first question, it seems as though there are some limits. For example, though languages carve the colour spectrum up rather differently, so there can be rather large differences between colour words in terms of their extensions, there seems to be a high level of

agreement about 'best instances'. That is, though the extension of English red, and Japanese akai is different, nevertheless, the colour which is regarded as the best instance of red by English speakers is the colour which is regarded as the best instance of akai by Japanese speakers. The seminal work on this topic is Berlin and Kay (1969), and see the title essay of Pullum (1991). The second question is sometimes referred to as the question of effability, see Katz (1978); Keenan (1978) for relevant discussion.

2-5-Legal Translation Problems:

The nature of law and legal language contributes to the complexity and difficulty in legal translation. Deborah Cao (2007) mention that : "This is compounded by further complications arising from crossing two languages , and legal system in translation , specifically , has its own difficulties . The sources of legal translation difficulty include systematic differences in law, linguistic differences, and cultural differences. All these are closely related.'' Although translation of legal documents are among the oldest and most important in the world. 'the purpose of all legal enactment, judicial, pronouncements, contracts, and other legal acts is to influence men's behavior and direct them in certain ways, thus, the legal language must be viewed primarily as means to this end."Susana Sarcevic" Legal translation is special area of translation activity. This is due to the fact that legal translation

involves law, and such translation can often do produce, not just linguistic, but also legal impact and consequence. Because of special nature of law, and legal language, the translation of legal language of any kind from status laws to contracts to courtroom testimony, is practiced at the crossroads of legal theory, language theory and translation theory. It is essential, that the legal translator have basic understanding of the nature of law and legal language and the impact it has on legal translation. Legal translation refers to translation of texts used in law and legal setting, and is used as a general term to cover both the translation of law and other communication in legal setting. For the legal translator, it is important to be certain of the status and the communicative purpose of both the original text and the translated." Deborah Cao (2007)" As is commonly acknowledged, legal translation is complex and difficult. There are many reasons for this case in general, the complexity and difficulty of legal translation are attributable to the nature of the law and the language that law uses, and associated with differences that are found in intercultural and interlingual communication in translation of legal language texts, prominent legal technical nature of language used, and the inherent indeterminate nature of language in general." Deborah Cao (2007)." Mong May, others, ''the translation of such documents are used by clients who do not speak the language of the court e.g.

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statement of claims, or by lawyer and courts, who otherwise may not be able to access the original contracts, correspondence or the records and documents. Such translated texts have legal consequence attached to them due to their use in the legal process. In practice, for instance, in Australia courts, a sworn affidavit from the translator is normally required as to the quality of the translation and competency of the translator. Sometimes, translator is also called upon as a witness in court recanting the translation. ''From some of these, the otherwise ordinary non-legal documents written by non-lawyers are elevated to legal status because of the special use of the original and the translated- this is similar to court interpreting. Court interpreting in most cases interpret oral evidence of witness who may be retelling ordinary events and answer ordinary personal questions, this witness could say the same or similar thing outside the courtroom in non -legal setting, the main difference is that interpreting the same story in a non-legal setting is ordinary interpreting while interpreting the same in court in legal interpreting is not, as the interpreting words are used for a legal purpose under special circumstances and conditions, in this situations the language used or translation used is contingent upon the existence of a legal order, which must be considered to be part of the communication situation. The law's institutional chapter plays a major part in language used in legal setting. Thus,

should be given prominat consideration on our classifications of legal texts, and legal translation.'' "Oliver Ona (1962)." Many parts of the court or litigation documents are the closest to resemble everyday language used in all the sub-types of legal text. "Michal\2007" Legal translation is especially important in plurilingual countries, e.g. countries with two or more official languages. As a rule, plurilingual countries have one legal system, as in the case in Belgium, Finland, Russia, Switzerland, and others. There is, but a small number of plurilingual countries or a mixed legal system, such countries include Canada, India, South Africa, …etc. Like other texts, a legal text is a communicative occurrence, produced at a given time and place and intended to serve a specific function, although it is precisely the function of legal text that makes them special translation that theorist, tend to place them on equal footing with special-purpose texts, thus failing to recognize their primary function, in this respect. "Michal (2007)." As a social science, law, is a regime of adjusting relation and ordinary human behavior through the force of a socially organized group, although lawyers are frequently interested only in practical meaning of a legal text and its implication for what one can or cannot do. A legal text also has social meaning that can be understood only by examining the social context in which the text is produced, the most important factor constituting social contacts

is the social order of the status or of region, in question, e.g." How that society is organized? The social order of a state or region is determined not only by social, but also by other different rules.

To conclude; legal translation is known as a complicated type of translation, and mistakes in it, rather than error, lead to miss translation, which may be a cause of break of wars between countries, and also may spoil the relationships between regions, states and countries. So miss translation in this type may lead to grave consequences because it's sensitive and heavy. In order to avoid the problems above and keep the legal translation correct and without mistakes, the translator or agencies of translation which are in charge of legal translation, have to read the text many times before transferring it into another language, then to transfer it from the source to the target language. After doing that, there must be a process to revise the translation of the text many times to make sure that everything has been done. The translator, who carries out such type of translation, must be professional and specialist in it, and when doing a translation of documents or contracts he has to be in good temper and that everything he wants is available and; he should not be angry, because that influences his translation and leads him to fall in many mistakes. Also the translator should be supplied by important means of legal translation such as dictionaries, books, references…etc. The translator, has to consult

others, specialized in legal translation, if he encounters difficulties, or he is uncertain of some information, in order to avoid any mistakes. The translator must be punctual and serious, because the nature of the law requires such things, and everyone in the field of law has to have these features, that is why legal translation is sensitive and dangerous. Legal translation needs a lot of efforts to do correctly and excellently, and that leads to right outcomes and good consequences.

2-6-Contracts:

(Sarcevic 2000, 133-134) as cited by Mohammad, A. Et al (2010) ''contracts are agreements between two or more parties to exchange performance in a given situation for a specific purpose. The legal actions to be performed or not performed are set forth in the substantive provisions in the form of obligations, permissions, authorizations and prohibitions, all of which are enforceable by law.'' In the world of today, contracts represent the legal documents that ordinary people are likely to be most familiar with. A contract does not have to be formally written down and signed to be legally binding .Oral contracts are valid in law though there may be difficulty in proving them if there are no witnesses . Given this freedom of form, there are some basics that distinguish contracts from other forms of agreement and which must be

present for a contract to be recognized as such and thus enforceable. (Alcaraz and Hughes 2002, 126-127). "In the first place, there must be an agreement between two parties, who may be individuals or groups, non-professionals or juristic experts. Second, there must be valuable consideration given and received by each party. In other words, each party promises to give something for exchange to other party's promise to give something in return. Normally, this consideration takes the form of money, goods or service but it may be practically anything so long as it has some identifiable worth. Thus, in this mutual offer and acceptance, each of the two parties may be viewed as promisor and promisee .Third, the parties must intend their promises be acted on and to be legally binding. Insignificant or vague actions are not constructible as contracts, nor are promises to undertake the impossible. Forth, the subject matter of the contract must not be illegal or tainted with illegality. Moreover, these points are as a descriptive account shedding light on oil contract informatively as an introduction and if they are called contracts killing they are not contracts in law. Fifth, the contract must be freely entered into by the parties and both should be equal bargaining power .Any agreement brought on by fraud , unreasonable influence or oppressive means may be set aside , as may an unfair bargain or one-sided agreement bargain.''

2-6-1- Definition of Oil Contract:

According to the definition of contracts, an oil contract, binds both the parties involved in the operation, as it puts forwards rights and obligations changing between the parties. It is also known to be a contract of a long term, since the excavation and the oiling as well as its product and the exploitation take a long time .In addition to what the oil contract has, there are certain characteristics that distinguishes it from other contracts as in its parties or the field, or in the different formulae that it takes, or in the exchanged obligations and the rights that specify the responsibilities of its parties, or in the conditions included. Usually, the contract, takes place between the country producing the oil, or one of its corporations, and a foreign firm dealing with this field-in the affair of the parties. In the case of the field i. e. the place, the contract involves the extract and exploitation of oil as one of the natural resources of lively importance for the possessed and consuming country. For the formulae of the contracts, this type begins as a distinctive form, and then appears a form, such as a sharing and contracting form with the division of the production. In the case of rights and obligations specified by the contract; the rights here are not merely contracted such as the right of importing and exporting with the benefit of free customs, and free taxes. There are some conditions that are not listed under the contracts held between the

parties and are concerned with the specific international dealing, and there are also some of them called the constant legislative condition, protecting the contract from being violated.

2-6-2-The Parties Involved in the Contracts:

The first is the national party (the state or one of its corporations) and the second is the foreign party (a foreign petroleum firm from another country). The state is a legal party represented by the internal national law, and at the same time it is a party according to the international law. The foreign firm is a person as of specific law, relating to the state and therefore the two parties are not equal. Oil is not only a trading commodity but a strategic and political commodity as well. Therefore from the importance of the oil itself, a contract takes its importance from commodity that provide various resources, it is a source of energy , heat, light, and lubrication. In addition to these, there are various uncounted by products and other benefits such as chemical, medical, and industrial compounds. There are more than three thousand products derived from petrol such as those used in explosive e. g. napalms, cloth and textiles, making up compounds, building materials, and as a protein resource for human. Moreover, oil has a role to play in war as a strategic weapon.

2-6-3- Petroleum Contracts:

a-What a Contract Theory shows:

a.1. Introduction:

According to Philippe Aghion and Lucı´a Quesada in recent years we have witnessed the case of local governments (for example, in Bolivia, there, they have reneged on past agreements with oil or gas companies on the grounds that the past agreements were unfair. Are they justified in doing so, because of the terms of the initial contracts, on the basis of economic conditions, or in light of the political context in which the initial contract was negotiated? Hereabout we see and deal with a brief description of the main characteristics of contracts in the case of oil contracts and that will be between oil companies and local governments, and then we draw from existing contract a theory to rationalize these contractual forms, to assess their strengths and weaknesses, and to explain their recent evolution. In particular, we are concerned with understanding why governments may indeed be justified in reneging on past agreements, and why contracts have evolved toward more flexible sharing rules. It is argued that, Hart and Moore's have recent model of contracts as a reference point, adapted to the situation where the initial contract is negotiated by a government with specific short-term and private benefits interests, is best suited for that purpose.

a.2. Prevailing Contracts between Countries and Oil Companies:

Existing contracts between countries and oil companies are mainly distinguished by the allocation of ownership of the oil and gas to be extracted. This, in turn, has an influence on the way they allocate financial returns between the parties. The four most prominent types of contracts are :

1- Production-sharing agreements (PSAs).
2- Concession contracts.
3- Risk service agreements.
4- Joint ventures.

It can be said that the first two are not regarded as the most common ones. There are, in common, two parties known throughout the world sharing the contract: An international oil company (IOC) and the government, usually represented and referred to as 'a national oil company '(NOC).

a.2.1. Production-Sharing Agreements (PSAs) :

PSAs were first introduced in Indonesia in 1966 and since then have become the most important type of petroleum contract, especially in developing countries. The key feature of PSAs is that the state owns the resource and all the installations and plants, and the IOC is hired to explore, exploit, and develop the resource in

exchange for a share of production. In general, PSAs establish a partnership between the state and the IOC that monitors operations and decides on production. Under this form of contract, the risk of exploration is entirely borne by the IOC. After discovery and extraction the IOC has to pay a royalty

to the government, levied on gross production. This royalty guarantees a minimum revenue flow to the government that is independent of the profitability of the project. In the second step, the contract allows the operator to recover its costs by retaining a certain percentage of production (with a prespecified ceiling, usually between 30 and 50 percent of production). This is the so-called cost oil. Cost oil is supposed to recover not only production costs, but also costs of exploration and drilling. Production exceeding the cost oil, called profit oil, is shared between the IOC and the NOC following a predetermined scheme, which could be linear (fixed shares) or could depend on total production or the firm's rate of return (sliding scales). Typically, the state gets the largest share of profit oil. Finally, the IOC has to pay income taxes on its share of profit oil, as well as other taxes. In some cases, it is the NOC that pays taxes on behalf of the IOC.

a.2.2 Concession Contracts :

Initially, petroleum exploration, production, and marketing activities were governed by concession contracts. These contracts grant exclusive rights to explore, develop, and export petroleum in a specific territory and for a specific period of time. In such concession contracts, the state transfers ownership of the mineral resources to the IOC, as well as all managerial and decision making rights over petroleum exploration and production activities. The IOC has to secure the entire financing and technological capabilities and bears all exploration and production risks. Revenues for the 48 Philippe Aghion and Lucı́a Quesada government come mainly from royalties and income taxes. The royalties to be paid are a portion of petroleum production, and are computed based either on surface area granted to IOC (surface royalty) or on petroleum production (proportional royalty).

a.2.3 Risk Service Contracts :

Under this particular arrangement, the IOC supplies services and know-how to the state in exchange for an agreed-on fixed fee or some other form of compensation. In a pure service contract, the IOC is paid a flat fee, and hence bears no exploration cost. In risk service contracts, however, the IOC bears all the exploration costs. The state remains the owner of the oil produced, but in some cases the IOC has the option to buy oil back at world prices. Moreover,

payments to the IOC are usually made in oil. This makes actual risk service contracts very similar to PSAs.

a.2.4 Joint Ventures :

In joint ventures, ownership of production is shared according to the participation of the IOC and the government in the venture. The government and the IOC participate actively in the operation of the oil field. Thus, the government is entitled to a share of profits, but it also bears a share of development and operation costs. However, in many cases, the company bears all the exploration costs and the government enters the venture only after commercial discovery.

a.2.5. A Basic Model of Petroleum Contracts :

In this section, a very simple model of petroleum contracts is developed that highlights the uncertainties and nonverifiability issues inherent in this relationship. this model used to illustrate the main problems that may affect the efficiency of contracting. There are two parties to the contract, the company (C) and the state. There are three periods: an exploration period ðt ¼ 0Þ and two production periods ðt ¼ 1; 2Þ. In period t ¼ 0 a contract is signed between the company and the state. The contract assigns control rights and a profit-sharing rule. After the contract has been signed, exploration begins. Thus to start exploration, a sunk,

noncontractible investment (I) has to be made. An oil reserve is discovered with probability $(q(I); q_{-})$ is increasing and concave and converges to $(q < 1)$ when (I) goes to infinity. Conditional on discovery, the size of the reserve, (R), is observed by Petroleum Contracts (49) the parties but is not verifiable. In periods ($t = 1, 2,$) extraction occurs (conditional on discovery). Extraction in period (t) requires a noncontractible effort (e_t), which costs $(c(e_t); (I))$, increasing and convex in (e_t), decreasing and concave in (I), and with ($c_{eI} < 0.3$) Production (y_t) is obtained according to a (cdf $F(y_t|e_t);(R_t)$), and (pdf $f(y_t|e_t; R_t)$), with ($F_e < 0$) (high production is a signal of high effort), where (R_t) is the size of the reserve left under the surface in period (t). Thus, ($R_1 = R$) and ($R_2 R - y_1$). {For all these symbols mentioned in Greek letters see notice on page (102)}. We also assume that ($F_R < 0$) (with a higher reserve, the probability of higher production increases). Petroleum prices are uncertain at ($t = 0$) but become common knowledge at the beginning of each period. At the end of each period, the IOC pays income taxes at a rate equal to it. Under a concession contract the initial investment I and the effort levels ($e_1; e_2$) are chosen by the company. Moreover, at the end of periods (1) and (2, C) pays royalties, (T_t), to (G). Royalties can be a fixed amount (surface royalties) ($T_t = T$) or computed as a proportion of production in period (t) (proportional royalties), ($T_t = gy_t$), (g A

ð0; 1Þ). The government take is (ut ¼ Tt þ itðptyt _ TtÞ) and the firm take is (pt ¼ ð1) (itÞðptyt _ TtÞ _ cðet; IÞ). Under a production-sharing agreement the initial investment (I) is chosen by the company, but both the company and the state make effort decisions at the production stages (production effort and monitoring effort). Moreover, at the end of periods (1) and (2), a part of production is separated as cost oil, to compensate the company for the investment. Cost oil in period (t ¼ 1 is c1 ¼ minfI=p1; by1g). Cost oil in period (t ¼ 2 is c2 ¼ maxf0; minfðI) _ (bp1y1Þ=p2; by2gg). The remainder production in each period is profit oil,(~pt ¼ yt _ ct). Profit oil is shared between C and G in a proportion at for the state and (1) _ at for the company. The share of profit oil can be at ¼ a (linear scheme) or at ¼ (aðytÞ) (sliding scales). This share is intended to compensate the company for production effort. The government take is (ut ¼ atptðyt) _ (ctÞ þ itptðyt _ atðyt) _(ctÞÞ) and the firm take is (pt ¼ ð1 _ it Þptðyt _ at ðyt _ ctÞÞ _ cð et; IÞ).

a.2.6. Potential Sources of Contractual Inefficiencies :

In this section we use contract theory to understand the potential sources of contractual inefficiencies and how actual contracts between governments and oil companies address each of them. We

will then try to identify the issues that may lead governments to renege on past agreements. (50) Philippe Aghion and Lucı́a Quesada.

a.2.7. Moral Hazard and Risk Sharing :

Investments in the oil industry are very risky from many different perspectives. First, the existence, size, and quality of the oil field are very difficult to anticipate at the moment of the initial investment. Second, drilling costs change with the characteristics of the field. Thus, even when a deposit is discovered, it is not always economically viable. Finally, in all countries except the United States, the government owns petroleum resources under the surface (ground or sea). Thus, the chances are that a new government in power will expropriate the oil company or will force contract renegotiations in the name of sovereignty. To achieve risk diversification, large IOCs simultaneously drill wells in many different locations in a country and across different countries. For this reason, we can assume that IOCs are essentially risk neutral. On these grounds, concession contracts that allocate all the risk (and residual claims) to the company may be justifiable insofar as the company is exerting efforts (ðe1; e2Þ) and can bear all the risk because it is (almost) risk neutral. To illustrate the moral-hazard problem, suppose that the only nonverifiable variable is effort, that there is only one period, and that there are no income

taxes ($\eth$i ¼ 0$\thorn$). In period 1, the IOC chooses its effort e1 in order to maximize its take max (e $\eth\eth$p1y1 _ T1$\thorn$ f $\eth$y1je; R$\thorn$ dy1 _ c$\eth$e; I$\thorn$); in the case of concession contracts and max (e $\eth\eth$p1y1 _ at$\eth$y1 _ c1$\thorn\thorn$ f $\eth$y1je; R$\thorn$ dy1 _ c$\eth$e; I$\thorn$); in the case of PSAs. First-best effort e_1, on the other hand, maximizes the aggregate surplus and is independent of the specific contract. Indeed, e_1 is the solution

To max (e $\eth$ p1y1 f $\eth$y1je; R$\thorn$ dy1 _ c$\eth$e; I$\thorn$): From the first-order conditions, it is straightforward to see that the first-best level of effort is only achieved under a concession contract with constant (surface) royalties. Indeed, in that case, the company is made residual claimant and appropriates all the benefits of its effort.

a.3. Petroleum Contracts (51):

Moral hazard in itself seems not to be a significant problem at the exploration stage. In the production phase, however, moral hazard can be a relevant issue under PSAs. Indeed, the company does not appropriate all the benefits of its production effort. For that reason, contracts include a work program that reflects the company's commitments in terms of drilling and production. However, in the following subsections, we draw on more recent contract theory to argue that concession contracts miss important characteristics of the actual contractual context between companies and local governments.

a.3.1. Assets Specificity and Holdup:

Investments in oil exploration are large and highly specific in nature. The IOC is in charge of this investment in all existing contractual arrangements. It is then exposed to opportunistic behaviour and holdup once a discovery is made. Usually, to make the deal attractive to the company, the state offers generous contract terms (low royalties, fast investment recovery, and so on). Once production begins, the state may want to change the agreement to increase its intake. This is usually done through adjustments in the tax system, although sometimes expropriations occur, as in Venezuela and Bolivia. The company anticipates this possibility of holdup and under invests. Suppose that the contract does not specify anything about the tax rate i. This implies that the state can adjust (i) at any time and, in particular, after the initial investment I is sunk. Suppose also that adjusting the tax system (increasing i) involves a political cost (fðiÞ), increasing and convex.5 In period 1, once I is sunk, the IOC chooses its effort (e1) and the state chooses is tax rate (i1). To make our point, it is enough here to assume that there is only one production period. In the Nash equilibrium, each party maximizes its take, taking as given the choice of the other party. That is, (e1) is chosen to solve max (e ðð1 _ i1Þðp1y1 _ x1Þ f ðy1je; RÞ dy1 _ cðe; IÞ); while i1 is chosen to solve max (i ððx1 þ i1ðp1y1 _ x1ÞÞ f ðy1je; RÞ dy1 _

fðiÞ); where (x1 ¼ T1) in a concession contract and (x1 ¼ a1p1ðy1 _ c1Þ) in a PSA. The Nash equilibrium levels of effort and tax rate are (ð^eðIÞ;^iiðIÞÞ func-) 52 Philippe Aghion and Lucı´a Quesadations of the initial (sunk) investment (I). Moreover, under reasonable conditions the tax rate increases with (I)—that is, (^ii0 > 0). In period (0) the IOC chooses its investment I in order to maximize its expected profit, taking into account how I affects effort and tax rate in period 1. The problem that the company solves in period 0 is max (I) (qðIÞ ðð1 _^iiðIÞÞðp1y1 _ x1Þ f ðy1j^eðIÞ; _ RÞ dy1 _ cð^eðIÞ; IÞ__ I: ð1Þ) Call ^I the solution of this problem. On the other hand, conditional on the effort level ^eðIÞ, the optimal investment level, I _, maximizes the aggregate surplus:

Max (I) (qðIÞ_ððp1y1 _ x1Þ f ðy1j^eðIÞ; RÞ dy1 _ cð^eðIÞ; IÞ__ I: ð2Þ) It is easy to see from the first-order conditions of problems (1) and (2) that (^I < I) _ if the tax rate increases with I, and this is independent of the particular contract form. The holdup problem is addressed by contractual provisions in different Ways: First, provisions can be made to reduce the degree of asset specificity or the extent of sunk cost. For instance, exploration costs may be deductible for income tax purposes or the state may agree to reimburse part of the company's exploration costs. These provisions aim at making the state a partner in the exploration

phase. This implies, however, that the state actually agrees to share the risk of exploration with the company, which may reduce the latter's incentives to exert effort. Second, some safeguard clauses are made in the spirit of Grossman and Hart 1986, which suggests that underinvestment, can be overcome by assigning residual control rights to the IOC. One possible approach is by including a stabilization clause whereby the state commits not to change its laws in ways that may affect the terms of the contract. A second instrument is a convertibility clause allowing the IOC to convert the revenues it may receive in local currency into U.S. dollars or its own currency. This, however, does not protect the company from the possibility of holdup through the country's exchange-rate policy.6 For that reason, some arrangements allow the company to sell its entire share of produced oil in the international market, so that changes in the domestic exchange-rate policy have less impact on the company's revenues.

a.4.Petroleum Contracts 53:

Finally, another way to get around the holdup problem is through appropriate renegotiation design. Indeed, Aghion, Dewatripont, and Rey (1994) show that 'the underinvestment problem disappears if the contracts include renegotiation rules that determine default options and allocate bargaining power. This issue becomes especially important in the context of petroleum

contracts given the unique position of the state, which is in control of the executive and legislative powers and sometimes even the judiciary.' To incorporate this idea, some contracts include a renegotiation clause that makes explicit the conditions under which renegotiation may occur. Moreover, the duration of the contract is usually structured in short-term phases (two or three years), and often the company can opt to terminate the contract at the end of each phase. Note that our discussion so far does not provide any justification for countries unilaterally reneging on the initial contract. It only justifies moving toward more flexible contracts.

a.4.1. Poor Enforcement:

The issue of contractual enforcement is key in this type of relationship for several reasons. In general, contracts between a foreign company and a country (in particular, the rules for sharing revenues and ownership rights) are not fully enforceable because it is not always easy to find an impartial third party within the country's judiciary system. The problem is worsened in the context of oil reserves because resources in the ground are considered the property of the state. The related sovereign risk has three main components: the possibility that the state will unilaterally change the terms of the contract, the possibility of an ex post expropriation of the company by the state, and the extent to which the state has given up its rights over the resource for the duration of the

contract. To illustrate the enforcement problem, suppose that there is a positive probability, h, that the contract is not enforced. Here we assume that h is fixed, but it could actually depend on the terms of the contract (higher if the contract terms are very generous) and on the political party in power when the contract is signed. Suppose also that nonenforcement means expropriation. Under expropriation, the company loses its assets and its rights to future profits. Suppose also that expropriation can only occur after production has begun. In our model, this implies that the risk of expropriation is borne only in the second period.

a.5. Philippe Aghion and Lucı´a Quesada 54 :

Under these conditions, the company takes into account the probability of expropriation when it chooses its investment level I and its effort in period (1, e1). To simplify, we assume that there are no income taxes. Indeed, in period (1) the firm chooses (e1) to solve max (e ðfðp1y1 _ x1Þ þ ð1 _ hÞEy2;p2 ½ðp2y2 _ x2 _ cðe_2 ; IÞÞjy1_g) _(f ðy1je; RÞ dy1 _ cðe; IÞ); where Ey2;p2 ½ðp2y2 _ x2 _ cðe_2 ; IÞÞjy1_ is the expected profit in period 2, given the optimal choice of effort in period 2 and conditional on period (1) production. Note that when (y1) increases, the expected profit in period (2) decreases (for any effort in period 2, the probability of a high y2 is lower). From the first-order conditions we can show that the first period effort increases with h. The

reason is that when the probability of expropriation in period (2) increases, the firm wants to maximize profits in period (1) (before expropriation) and thus increases effort. With a similar argument, it is easy to show that investment in period 0 decreases when h increases. Indeed, in period 0 the company solves max (I) (qðIÞEy1;p1fp1y1 _ x1 _ cðe_1 ; IÞ þð1 _ hÞEy2;p2 ½ðp2y2 _ x2 _ cðe_2 ; IÞÞjy1_g _ I):

Since the expected (total) profit decreases with h, the marginal benefits of the initial investment are lower and investment decreases. This effect is of course higher if the risk of expropriation also exists in the first period. Therefore, enforcement problems are associated with inefficient levels of initial investment (low I) and too quick extraction rates (high e1). Given the importance of enforcement considerations, a large set of safeguard clauses are often included in any contract aiming at creating a mechanism to resolve disputes (reduce h). The IOC usually wants disputes to be solved outside the state's judiciary system. The idea is to find a credible and fair third party to mediate between the company and the state. To this end, contracts usually establish that any dispute concerning the original agreement will be resolved through international commercial arbitration, whose decisions will in turn be enforced through multilateral treaty mechanisms. A related issue concerns the choice of the law that governs the oil

contract. Most of the contracts are governed by host-state law, but sometimes the company manages to impose a combination of international law and host-state law. Two complementary, extra-contractual, tools to mitigate the enforcement problem are: first, reputation concerns on the state's side, and second, the threat of not reinvesting in the country by the company. Compliance with the terms of a contract helps the local government build a good reputation, which can be used to eliminate the need for the safeguard clauses just mentioned. If one thinks that the government will survive forever and cares about the possibility of having other companies exploit new wells, then reputation concerns provide enough incentives to comply with the contract terms. However, if one takes the view that governments are short-lived by nature, reputation concerns lose power as a solution to the enforcement problems. The second (related) idea is based on Bolton and (Scharfstein 1990). They argue that in a dynamic debt contract, better incentives can be given by threatening to terminate funding if performance is poor. Using a very similar argument, the threat of not reinvesting in the country should make the local government less prone to unilaterally changing the original contract. Note, however, that once oil has been found, it may be relatively easy for a state to acquire another investor to take over the production stage.

a.5.1. Ex Post Uncertainty and Grievance :

A new idea introduced by Hart and Moore (2008) is that contractual performance depends to some extent on the contracting parties' willingness to cooperate ex post on some aspects of the agreement that are not ex ante contractible. Hart and Moore (2008) distinguish between performance ''within the letter of the contract'' (perfunctory performance) and performance ''within the spirit of the contract'' (consummate performance). Only perfunctory performance is enforceable. The original contract works as a reference point for the parties' perceptions of entitlement. The party who ex post receives less than what he or she feels entitled to, feels aggrieved and reduces his or her cooperation ex post (shading)—that is, provides only perfunctory performance, generating a deadweight loss. Under uncertainty, grievance creates a tradeoff between rigid and flexible contracts. A flexible contract makes it possible to adjust the outcome to the state of the world, but leaves room for disagreements and grievances. In the context of the petroleum contracts, the IOC can shade ex post by cutting the quality of the oil delivered or by delaying royalty payments. The state can shade by 56 Philippe Aghion and Lucı́a Quesada imposing excessive controls, by changing regulations so that they affect the company adversely, or by generating hostility in the local population toward foreign

companies. We will use our formal model to illustrate this problem. To keep things simple and make the point clear, suppose that the tax rate is 0, effort is verifiable, and the enforcement problem has been taken care of. Suppose also that the date 0 contract between the IOC and the state specifies that the company has to pay an amount (xt A ½x; x)_ in period (t). (xt) is the royalty payment in the case of concession contracts, and the cost oil and the company's share of profit oil in the case of a PSA. The exact payment will be defined in period (t). At date 1, production begins and the payment has to be specified. The parties bargain over the price

and agree on the average price (ðx þ xÞ=2). However, since the contract specifies that any price in ½x; x_ could be chosen, the company feels aggrieved because it feels entitled to pay only x. Similarly, the state feels entitled to be paid (x) and also feels aggrieved. Then both parties shade. Suppose that shading is proportional to the degree to which a party feels aggrieved. Hence, shading by the company is (yðx _ xÞ=2) and shading by the government is (yðx _ xÞ=2), where (y A ð0; 1Þ) is a constant of proportionality.8 Total deadweight loss is equal to (yðx _ xÞ), and this is independent of which payment in the interval is actually chosen (a higher payment would reduce shading by the government but increase shading by the company). In a world with

no uncertainty, Hart and Moore (2008) show that rigid contracts are optimal. If the date 0 contract specifies a payment of (xt ¼ x) in period (t), then both parties feel entitled to x and when (x) is realized, nobody feels aggrieved. Indeed, if the terms of the contract are fixed, there is nothing to argue about ex post and therefore no party feels aggrieved. There is neither shading nor deadweight loss ex post (ðx _ x ¼ 0Þ). This is no longer true if there is uncertainty, as is the case in the petroleum industry. In the petroleum industry, at the contracting date, there is uncertainty about the size of the well (ðRÞ) and the quality of the oil. These uncertainties translate into uncertainties about production costs and the monetary value of oil produced. Flexibility may then be necessary to guarantee that production is efficient and to avoid contract renegotiations. Suppose that the contract is rigid {(it specifies a payment (xt ¼ x)}. But the well could be very small and the company may not be able to afford a payment of x. The quality of the oil could also be very high, and the lowest price at which the state is willing to Petroleum Contracts 57 give up the oil production is now higher than x. Under those circumstances the parties will need to renegotiate the contract. Note that any contract renegotiation implies that at least one party is not getting what he or she felt entitled to according to the original contract {(the newly agreed-on payment is higher or lower than (x)}, and thus induces

inefficient shading. Traditional concession contracts with surface royalties are rigid by assumption. Thus these contracts are more likely to be renegotiated as uncertainty unfolds—for example, if the well turns out to be more profitable than expected (the firm take is way above 0) or if profitability turns out to be lower than expected (the firm cannot cover its costs). Traditional PSAs with linear schemes for sharing profit oil are more flexible than traditional concessions, but yet they may be too rigid, given the degree of uncertainty in which the contracting parties operate. This in turn may account for the observed increase in the flexibility of both types of contracts in recent years. Flexibility in concession contracts is obtained by using a progressive royalty scheme, where the royalty is based on some profitability indicators (production, location, and so on). In PSAs, flexibility be short-termist is introduced by a nonlinear scheme for sharing profit oil (sliding scales or shares based on the firm's rate of return). With this increased flexibility, the government agrees to get less on marginal fields and more on very profitable ones. Note also that this flexibility has been obtained to account for the production uncertainties, but once those uncertainties are resolved, the contract specifies a fixed payment. Hence, grievance is actually minimized. An additional advantage of greater flexibility in the contracts between governments and oil companies—one that sheds

light on why some local governments unilaterally renege on previous resource contracts—has to do with political economy. Governments tend to and to disregard the welfare of future generations. This, in turn, represents a major departure from the Hart and Moore 2008 world in which the contracting parties remain the same ex ante and ex post. More concretely, suppose that the company faces two successive governments that only care about maximizing their current ''private benefits'' from holding power. The first government may then be willing to sign a contract ensuring high levels of bribes to government officials, but these could be largely detrimental to the country in the long run. Implicitly here, we assume that officials in the first local government have limited ability to use the oil contract to borrow against future revenues and then enjoy free use of the corresponding funds. In 58 Philippe Aghion and Lucı´a Quesada that case, even in the absence of additional uncertainty, implementation of the initial contract may cause grievance on the part of the country. In other words, because the initial contract may not have been negotiated under the same degree of ex ante competition as implicitly assumed in Hart and Moore 2008, this contract may no longer be a suitable reference point that reduces the scope for ex post grievance, particularly if the contract is rigid. This points to an interesting avenue for future research: the

relationship between ex ante democracy, and the extent to which more rigid initial contracts between local governments and (foreign) companies limit the scope for ex post shading.

To conclude, in the above part, we have discussed the pros and cons of various types of contracts between oil companies and local governments in light of recent contract theory. In particular, we have tried to explain the observed evolution toward more flexible contracts in resource extraction. Let us mention two main limitations of our analysis. First, our discussion appears to suggest that contracts have evolved toward greater flexibility, mainly because contract theory has only recently made us understand the drawbacks of rigid contracts. In practice, however, analytic considerations are intertwined with political considerations, in particular regarding the balance of power between the developed countries in which oil companies originate and the developing countries in which these companies operate. Developing countries are increasingly asserting their rights, and the propensity for colonial intervention by developed countries has clearly been receding in recent decades. The second aspect has to do with time-consistency issues. For example, to what extent do local governments need to impose fairer deals in order to convince others that they will not renege in the future? Or, on the other hand, do they always undermine their future credibility by

imposing unilateral renegotiations? These and other equally important issues await further analysis.

The following, are important points to be put into consideration:

1. Actual PSAs vary a lot from country to country and even within the same country. Hence, here we will describe a typical PSA. For a more detailed description of PSAs, see (Bindemann 1999).

2. For instance, the state retains a proportion a0 of profit oil if production is lower than Y and a proportion a1 > a0 if production is higher than Y. Petroleum Contracts 59

3. The assumption that the cost of effort depends on I is made to reflect the fact that a larger investment increases future profits. The same idea could be introduced by assuming that I affects the distribution function F or reduces production costs (which in this stylized model are assumed to be equal to 0).

4. For instance, the efficiency of the whole tax system may be reduced or an increase in I requires higher collection effort.

5. See Tirole 2003 for a similar argument in the context of foreign borrowing.

6. Of course, expropriation is just an extreme case. In general, nonenforcement implies increased royalties in the case of

concession contracts or a reduction in the company's share of profit oil in the case of PSAs.

7. For simplicity, we assume that y is the same whether the shading party is the state or the company.

8. For more details see (Williamson 1975).

2-6-4-Oil contracts formulae:

-Concession contract:

This type of contract took place throughout the first half of the previous century between the parties. In the second half, there appeared new kinds of contracting which can be summed in three kinds:

1-Sharing Contracts.

2-Contracting.

3-Contracts of Production Division.

The researcher has come across many difficulties to find the contracts concerning the study. There are four agreements from

different African countries- and the fact is that they resemble the oil contracts of Sudan - which have been taken from the Ministry of Energy. Each contract i.e. the agreement will be discussed at different levels according to size, place, rational selection, and the language of contracts to show whether it is original or translated, the matter that leads to various problems:

1-The first agreement is under the title: PRODUCTION SHARING AGREEMENT AMONG SOCIEDADE NACIONAL DE COMBUSTIVEIS DE ANGOLA -EMPRESA PUBLICA (SONANGOL, E. P.) This agreement as a contract, consists of (61) pages. The table of contents shows different topics in the following order: the first one is the contracting parties p. 4, the Recitals on page 5, after that there are 48 Articles, and finally there are the annexes numbered from A to E.

The selection of the agreement is built upon different reasons i.e. Angola is an African country, those experts of such legal documents say that the language of this agreement and the other three agreements are structured in the same language as standard language of such contracts, and no doubt it is not easy to find such documents. In this Agreement, the contractors use some grammatical elements such as the past simple e.g. on page 4 "-hereinafter referred to as 'Sonangol' a company with head quarters in Luanda, Republic of Angola, created in accordance ------."

Another example of past tense is on p. 6: "—and unless otherwise expressly stated in the text---" The contractors also use the present tenses in both the active and the passive voices. There is also the future tense and the –ing form. In the contracts as well as in other legal documents there is the use of various words that we normally come across when dealing with such legal documents. These words are talked about , in this contract of Angola like,: herein, record keeping , rights and interests, has the power of , corporate body, control over, thereafter, titleholder, constituting, decree, said---, undertake, are due to, therein, aforesaid, declare,-----etc.

2-The second one is an agreement under the title: MODEL PRODUCTION SHARINGAGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA AND TANZANIA PETROLEUM DEVELOPMENT CORPORATION AND ABC OIL COMPANY in November 2004. It consists of 89 pages. The language adopted and employed is English language. The table of content shows: Production sharing agreement, preamble, witnesses, and 32 articles, in addition to annexes numbered A to D. No doubt the selection of this agreement as a contract is based up on acceptable reasons, of which are: the language of the agreement is English language. The source of the contract, i.e. the country as the origin of the agreement is an African country that is Tanzania. And the

language used is more or less the legal language that is almost used in such situations of contracts. The lexis and the terms used are legal most of the time. Such legal terms are like: 'unless specified otherwise', hereafter, contract area, licence, assigned to, Section, Act, consecutive, thereafter, contractors, rights and obligations, hereof, inlet flange, be agreed, Agreement is signed, referred to, unproven, therein, there from, section, executed, constituting, under article, hereunder, subcontractor, hired, ascribed in, made under section, in accordance with, grant, hereinafter, sub-article, ……etc.

3-The third agreement is from Namibia which is entitled as: PETROLEUM AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF NAMIBIA AND ABC COMPANY (PTY) LTD. There is no date appeared to when this agreement has been agreed up on .This agreement takes 98 pages. The language used is English with possibility to use other language if necessary.(p.74-5) The list of contents- Which is named here as SCHEDULE- shows: The arrangement of clauses. The clauses are numbered from 1. To 34. There are annexure that are numbered from 1: to 7:. As the other agreements, this one is also chosen for its place, the language of the agreement and the language that is used in it, i. e. the legal language of documentation. Most of the words used are legal, more or less in the same way of the other

contracts. Examples of these words are : Herein, hereinafter, passed on, Act, interest, thereof, hereby, thereof, provision, section, the said, declared, issued, ……..etc, .No doubt the terms used are similar to those in the other agreements.

4-The fourth agreement is from the REPUBLIC OF TRINIDAD AND TOBAGO. The agreement consists of 95 pages. The English language is used in the expert or arbitral proceedings. All hearing materials, statements of claim or defense, award and the reasons supporting them are in English language. The places of the expert determination or arbitration are in Trinidad and Tobago. There are 39 Articles and annexes A, B, and C, ANNEX C has 12 Articles. No doubt the words used in this agreement are more or less the same as those used in the above agreements. Here are some examples: Hereinafter, Act, therein, hereby, hereto ….etc.

The language used in these contracts is originally the English language except in one of them, which is translated from Portuguese .In one of them it is noticed the use of the language of the country itself , i. e. Trinidad and Tobago and this is only in certain cases agreed up on.

*Notice: The Greek letters such as (yðx _ xÞ) stand for figures, periods, code or other concepts between the contracted

parties. They represent topics that the parties do not want others rather than the parties involved in the contract to know.

2-7-Linguistic Levels that Influence Translation:

Dealing with and using the linguistic levels help in analyzing the agreements perfectly and accurately. It is necessary to talk about these features so as to give clear image about different levels of linguistics used to make linguistically correct discourse including legal contracts:

2-7-1-Syntax:

Syntax is a branch of linguistics, that is defined as the scientific study of sentence structure .Syntax deals with the ability to combine words into large units normally called phrases and sentences. We accept sentences when they are combined and put in the right order according to set of rules, e. g, sentence (a) below is acceptable whereas sentence (b) is non-sense:

 (a) The silly man hit the nice woman. (Acceptable)

(b) Silly hit man the nice the woman. (Non-sense)

In every language and English as well, every sentence is a sequence of words, but it is not the case that every sequence of words is a sentence. The sequence should conform to the rules of syntax, where we say that it is well-formed or grammatical, but

those violate the syntactic rules are ill-formed or ungrammatical. We have to put into our consideration that grammaticality does not depend on meaning. A sentence can be grammatical even if it is meaningless, e. g. (a) Colourless green ideas sleep furiously. Similarly, we can figure out ungrammatical sentences like the one below:

(b) The boy quickly in the house the ball found.

These two facts seem to suggest that "syntax is an autonomous system i. e. it has its own rules independent of meaning. And at the same time our syntactic knowledge also enables us to understand cases of ambiguity, e. g.:

-Anne hit the man with an umbrella." the man with an umbrella " create ambiguity in this sentence and when we analyze it due to certain rules of syntax, we grasp the meaning and so ambiguity vanishes. Our syntactic knowledge also enables us to know the cases of synonymy or near synonymy as in the case of active and passive sentences e. g.

(a) John broke the window.

(b) The window was broken by John .

Other examples of different structures but have the same meaning:

(c) John gave a book to Mary.

(d) John gave Mary a book.

We can have infinite number of sentences although our linguistic knowledge is finite. We can, therefore, say that we have structure of sentence. According to the sentence structure, we can divide it into sentences that we put together to form constituents. Constituents can be identical e. g. in the following sentences:

-The boy\ kicked\ the ball.

The" boy" and "the ball" each has an article followed by a noun. They are constituents of the same type but we differentiate them as subject and object in the sentence for structure of sentence we have different constituents, such as the noun phrase, verb phrase, prepositional phrase and objective phrase.

The above systematic knowledge of sentence structure shows three aspects:

a-The linear order of the words in sentence.

b-The groupings of words into particular syntactic constituents e. g. noun phrase, verbal phrase …etc.

c-The hierarchical structure of these constituents (that is, the fact that constituents contain constituents inside them, which in turn contain other constituents , and so on and so forth .)

Phrase structure trees, as we can call, is a formal device for representing speakers' syntactic knowledge Phrase structure rules generate the constituents and the categories in the sentence, but they do not provide us with the words. Therefore we need a type of rule to build up our tree structure, and this is called lexical rules. These rules must have a lexical category on one hand and a word on the other hand, e. g.

N--------------man

V--------------saw

P--------------in

Det------------the

By using both types of rules –phrases structure rules and lexical rules – we can generate the structure of sentences.

2-7-2-The lexicon:

The lexicon is an integral part of grammar. Lexicon contains a list of the words in the language and their associated properties. Morphologically, we have to say about the word that how it is pronounced and what it means, but lexicon also contains information on the syntactic properties of words.

We know that there are basic categories of syntax, e. g. the word 'milk' is a noun , hit is a verb, handsome is an adjective, and in is a preposition. , And we know that e. g. not all verbs are used the same way in a sentence. Look at these examples:

(a) John likes fish.

(b) John slept.

(c)*John likes.

(d)* John slept the child.

No doubt a) and b) are grammatical, in the time that c) and d) are ungrammatical. Some verbs might require a noun to follow them, whereas others do not. "Like and sleep" are both verbs, but they differ in their subcategorization properties: "Like" requires a following noun phrase, whereas "sleep" requires the absence of a following noun phrase. Traditionally, we say that "like" is a transitive verb, whereas "sleep" is intransitive. Technically, we say that like subcategorizes for a noun phrase object, whereas sleep does not. We conclude that phrases structural rules can not generate structures that violate the lexical properties of the words in the sentence. And this is one of the basic principles of the grammar.

2-7-3-Style:

Leech (1998) states that ''If a text is regarded in objective simplicity as a sequence of symbols on paper, then the modern linguist 's Scrutiny shows that it is not just a matter of looking at the text, but of looking through the text, to its significance''. One major concern of stylistics is to check or validate intuitions by details analyses, but stylistic is also a dialogue between literary reader and linguistic observer, in which in sight, not mere objectivity, is the goal. Linguistic analysis does not replace the reader's intuition, what Spitzer (   ) calls the 'click' in the mind; but it may prompt, direct, and shape it into an understanding. In the most general interpretation, the word 'style' has a fairly uncontroversial meaning: it refers to the way language is used in a given context, by a given person, for a given purpose, and so on. In this case we have to regard Saussres' distinction between langue and parole, "Langue being the code or system of rules common to speakers of a language (such as English) , and parole being the particular uses of this system, or selections from this system, that speakers or writers make on this or that occasion. And so there are certain English expressions belong to the official style of weather forecasting (bright intervals) – (scattered showers) ….etc. While other expressions (lovely day, a big chilly…etc.) belong to the style of every day conversational remarks about the weather .Style,

then, pertains to parole. It is a selection from a lot a total linguistic repertoire that constitutes a style. The term style is applied to the way language is used in a particular genre, period, school of writing , or some combination of these e. g. 'epistolary style ' , 'early eighteenth century style', 'euphuistic style', 'the style of Victorian novels' ,…etc. Traditionally, an intimate connection has been seen between style and an authors' personality. This is urged by the Latin tag 'Stilus virum arguit ' – ('the style proclaims the man'). The most specific domain of style is the text as it can be studied in more details, and with more systematic attention to what words or structures are chosen in preference to others. So we look at style as ' the linguistics characteristics of a particular text .' to be on a safe ground rather than to talk about style as ' authorial style' in general. 'Style is a relational concept ' and the aim of stylistics is to be relational in a more interesting sense than that already mentioned: To relate the author's concern of linguistic description.

Stylistics can have other goals than what is mentioned, such as the discoveries of the works of the author of doubtful attribution, e. g. investigations have tended to concentrate on linguistic traits such as range of vocabulary, sentence length or frequency of certain conjunctions, on the principle that a writer's genuine' thumbprint' is more likely to be found in unobtrusive habits beyond conscious linguistic and artistic control. This is related to the matter of the

issue of selection" In studying style, we have to select what aspects of language matter, and the principle of selection depends   on the purpose we have in our mind ". The authorship "detective" will try to identify features of text which remain constant whatever the artistic or other motives of the writer, whereas in literary stylistics, features are determined by artistic motivations are of primary interest. No doubt literary stylistics and attributional stylistics tend to move in different orbits. Theoretically, we can have a manner of writing in which there is no style, in which content is presented in its nakedness. French stylisticians such as Bally and Reffaterre, view style as the expressive or emotive element of language which is added to the neutral presentation of the message itself. So style need not occur in all texts. Another French writer , Ronald Barthes, has referred to the "transparency" of classical writing , and has postulated a mode of 'writing at zero degree' , which , initiated by Camus's Outsider , achieves a style of absence which is almost an ideal absence of style ' ." Then it is difficult to judge. "When is the factor of style absent?" No doubt every word has associations-emotive, moral, ideological – in addition to its brute sense. In grammar some linguistic choices may be unmarked and neutral in contrast to others. This is a linguistic choice as any other, but it has implications which may be stylistics, and so we can say that style is a property of all texts. Dualists refer to style as a way of writing

or mode of expression as they see traditionally the thought which restricts style the choice of manner rather than the matter of expression rather than content. Monism sees that any alteration of form entails a change of content. David Lodge, in language of fiction adopts a monist stance arguing that there is no essential difference between poetry and prose , in so far as the following tenets apply to all , both :

a- It is impossible to paraphrase literary writing.

b- It is impossible to translate literary work.

c- It is impossible to divorce the general appreciation of a literary work from the appreciation of its style. This implies that dualism sees that what monism adopts, whereas we can challenge the monists by simply asking 'How is it possible to translate a novel?' Translating a novel seems easier than translating a poem. But it is easy for monists to say that even the best translation of a prose work loses something of the original, but monist must show how translation is possible at all. He must also show how it is possible to translate a novel into the visual medium, as a film. There is an alternative to both monism and dualism, that is the pluralism, and according to it, language performs a number of different functions, and any piece of language is likely to be the result of choices made on different functional levels. Pluralist, unlike dualist's division

between expression and content- wants to distinguish various stands of meaning according to the various functions. Language can carry out different functions or communicative roles, and that is a common place of linguistic thought. Some of language like 'newspaper reports'   have referential function, other have persuasive or directive function , e. g. "advertising" , others have an emotive or social function such as "casual conversation" . F or this ability of variety of language , pluralists add the idea that language is intrinsically multifunctional , and so even the simplest utterance convey more than one meaning, e. g. 'is your father feeling better?' can be simultaneously referential (referring to a person and his illness) , directive (demanding a reply from the hearer) , and social (maintaining a bond of sympathy between speaker and hearer). Therefore it is not right to claim that there is some unitary conceptual 'content' in every piece of language. I. A. Richards, in practical criticism (1929) distinguishing four types of functions and meaning: Sense, feeling, tone, and intention. Jacobson's (1961) distinguishes six functions (referential, emotive, conative, phatic, poetic, metalinguistic.) , each one is corresponding to one essential aspect of the discourse situation . Hallidays' functional model of language acknowledges three major functions called: 'ideational, interpersonal, and textual'. Different kinds of writing may fore ground different functions. For dualism,

there can be stylistic variants with different stylistic values, but monism is more suited to opaque than transparent styles of writing, and this can be applied to pluralism.

Applied to non-fictional language, this position fails to make an important discrimination, e. g. in a medical text book, the choice between "clavicle" and "collar-bone" is a matter of stylistic variation. But if the writer replaces "clavicle" by 'thigh-bone' this will not be stylistic variation but a matter of fact and of potential disaster to the patient!

It is important to say that language is used to create a word 'beyond language ' and in that we use not only our knowledge of language , the meaning of words …etc, but also our general knowledge of the world to furnish it. It is reasonable, therefore, to say that some aspects of language have to do with the referential function of language, and that these must be distinguished from those which have to do with stylistic variation, e. g. if 'bushes' is replaced by 'reeds' or 'river' by 'pond' in a certain text, these will not be stylistic variants, but will bring about a change in fictional world.

Sense and reference are different in concepts what a linguistic form means, and what it refers to. If we take this distinction, we will recognize that there can be alternative conceptualizations of the

same event, as well as alternative syntactic expressions of the same sense.

So far we have seen that we distinguished two levels of stylistic variation: that of sense reference and that of syntax sense, and a third one is to be added which is multilevel coding of language.

As a conclusion, we claim that monism, dualism, and pluralism, although apparently in conflict with one another, all have something to mention about style:

I – Style is a way in which language is used i. e. it belongs to parole rather than to langue.

II – Style consists of choices made from the repertoire of the language.

III – A style is defined in terms of a domain of language use (choices made by a particular author, in a particular genre or in a particular text.)

IV- Stylistics is the study of style.

V- Style is relatively transparent or opaque:

Transparency implies paraphrasability; opacity implies that a text cannot be adequately paraphrased , and that interpretation of the text depends greatly on the creative imagination of the reader.

VI- Stylistic choice is limited to those aspects of linguistic choice which concern alternative ways of rendering the same subject matter. It is to be acknowledged that, style, like meaning, is a word that can be used either in broader or narrow sense.

2-7-4- GRAMMAR:

The word 'grammar' can have two meanings, one of them is a broad sense of meaning and another one is a narrow meaning. If we talk about the narrow one; in a sense it is a set of rules due to which we combine in phrases and sentences. This structure of words means that grammar represents our syntactic knowledge only, which is the structure of phrases and sentences. And if we look at the broad meaning of grammar, we discover that this word 'grammar' includes not only our knowledge of the combinatory rules of sentence structure, that is the syntax knowledge, but also our morphological, semantic, phonological knowledge. And so, according to this, it is clear that grammar is equated with competence.

From what we mentioned in the above paragraph, we see that grammar can be referred to as 'mental grammar' that speakers have in their minds \brains, the matter that shows the grammar for their native languages, whereas grammar commonly refers to the linguists' description of the mental grammar. Therefore, grammar

by linguists is then, a descriptive grammar, since it describes our linguistic knowledge. Descriptive grammar refers to the reflection to our mental grammar. It has to be as accurate as possible in describing our unconscious grammatical knowledge, i. e. our competence.

Usually, descriptive grammar is compared with prescriptive grammar, which is a traditional approach that considers grammar as a 'set of rules that have to be followed by speakers of the language.' Thus, under this point of view, grammar is not really unconscious, since you have to learn the rules from grammar books. An example of prescriptive rule of English grammar is as we see the rule bellow:

"Do not end a sentence with a preposition"

According to this rule the sentence such as (a) below is wrong, and (b) is the correct way to express the intended meaning:

(a) What are you looking at? (Wrong, according to the above rule).

(b) At what are you looking? (Correct, according to the same rule).

This approach was commonly used in Europe by the eighteenth century 'purists'. Today it is of no interest to the linguists, since they believe that, the dialects that is the variety of the same language, is said to be grammatical. As long as the form is used by

native speakers in speech, it is a part of their unconscious linguistic knowledge. All grammars therefore are equal. Native speakers know the rules of their languages without referring to formal instructions or to grammar books.

All languages are equal. There is nothing like a 'primitive' Language and civilized language. All languages are human and natural. These human languages and natural languages are not only equal, but they are also derived from one universal source in the biological sense. Noam Chomsky (1950s) created what is known as generative grammar. In his theory, Chomsky reflects that grammar is viewed as an innate system that we are born with, a genetically endowed faculty. It is wrong to think that we are born with an ability to learn specific language like English or Chinese. No doubt we speak the language of the community we were born in. If we take any people who immigrated to the USA, we see that they speak English with a foreign accent, but their children all speak English natively. This may lead to incorrectness of the assumption that we are born with a disposition to learn a certain language. But we can say that we are born with a system of principles that guide us through acquiring our language in the early years of our childhood, and learning as well later. These principles are general enough to make every human language "learnable" and at the same time they interact with the child's linguistic

environment, so a specific language is acquired." The differences between languages are due to the differences in child's linguistic experiences, whereas the similarities among languages are due to these invariants built- in principles." Taking all these issues into consideration, it must be that the child is born equipped with a device that helps him or her to acquire their native language. This device is that we can name as the" universal grammar".

2-7-5- MORPHOLOGY:

As it is known, morphology concerns with the structure of words. When we know a word we ask about how it is pronounced and what it means. A word, therefore, can be defined as a pairing of a string of sounds with a particular meaning. In addition to these we have to know what grammatical category that the word is belonged to i. e. its part of speech. And this must be as a part of our lexical knowledge.

Words are also classified into two types:"content words "and "function words." Content words that include nouns, verbs, adjectives, and adverbs represent the largest part of the vocabulary of a language and they have 'semantic content'. They are often referred to as 'open class' words, since we can add new words to these categories.' Function words' by contrast are words with a grammatical function in the language and their number is much

fewer than content words. They comprise a "closed class" since we can not add to them, such words as pronouns, prepositions, and conjunctions. Dividing words into their basic units shows how they are structured. There is the knowledge of the internal structure. Look at these pairs of words:

(a) boy, boyish.

 (b) write, rewrite.

 (c) book, books.

(d) walk , walking.

Apparently the difference is one of complexity:

We notice that the second item of each pair is a bit more complex in its structure than the first. The first item contains one unit, and the second item contains two units. A word may contain three or more units like the word' industrialization'. Then the word is not the minimal unit in a language, since it may contain smaller elements in its internal structure. We call these minimal elements that constitute words 'morphemes'. Not all morphemes are equal , as some are free and some are bound , e. g. 'boy' 'desire' and 'man' constitute words by themselves , whereas other morphemes like; -ish, -ness, re-, and un- are never words on their own, they occur only as part of words. Free morpheme can stand as a word by

itself, but the bound can not. Sometimes the bound morpheme is called the affix. Affixes are of four types:

a) Prefixes. b) Suffixes. c) Infixes. d) Circumfuse.

a)Prefixes are bound morphemes that precede other morphemes e. g. un- in 'unpopular' , 'unpleasant', re- in 'reread' , 'reopen' .

Suffixes are bound morphemes follow other morphemes, e. g. –ness in 'happiness', -ed in 'visited'.

An infix morpheme occurs in the middle of another morpheme. Not all languages are applied to this type. English is not.

Some languages use circumfixes, which are bound morphemes, are attached both initially and finally. In German, for example, the past tense form of the verb is formed by adding the prefix 'ge-' and the suffix '-t' to the stem of the verb e. g. 'lieb'—geliebt.

There is also a fifth type, which is the' non-affix' lexical content morpheme which cannot be analyzed into smaller parts such as the words: system, boy, or door, They are called root morphemes. When a root morpheme is combined to another affix morpheme, then they form a' stem'. Some bound morphemes signal grammatical function, such as the '-s' in 'books' which functions as a plural marker, and the '-ed' in 'waited' signals the past tense. By contrast, the bound morpheme ' un-' has the meaning of 'not', and

're-' indicates repetition of an action. The morpheme that constitutes a function is called "inflectional" whereas the one that indicates the meaning is called "derivational". Only the derivational can change the grammatical category of a word, e. g. adding '-er' to the adjective to form comparative degree does not change the class of the word, but when we add '-ful' to beauty, here the noun beauty change into the adjective beautiful.

Moreover, Morphology is the subdivision of grammar that deals with the internal structure of words. Many words can be subdivided into smaller meaningful units called morphemes

pen-s
pre-judge-s
walk-ed
lock-ed

Many morphemes have more than one phonetic realisation. The variant phonetic manifestations of a morpheme are called allomorphs. Usually the selection of allomorph depends on the phonetic context in which it occurs in a particular word. For instance, the regular past tense ending spelled -ed is represented by /-d/ following a voiced sound as in 2a) and as/-t/ after a voiceless consonant as in 2b).

Table 2-1: shows the allomorph /-d/ and /-t/

2a.	allomorph /-d/	2b.	allomorph /-t/
	Tied		roped
	Buzzed		missed
	Logged		locked

Dividing words into morphemes can be problematic. While locked is segmentable into the root lock and the past tense ending -ed, a similar analysis cannot be applied to sang where internal vowel change is used to indicate past tense.

Another awkward situation is where a grammatical function normally signalled by affixing is not overtly marked. For instance, while past tense is typically marked by -ed (or occasionally by internal vowel change as in sang), some monosyllabic verbs such as let, hit and put lack overt marking of past tense. Instead, past tense is said to be marked by a zero morpheme. This analysis is controversial since morphs are supposed be actual phonetic forms.

Even more intractable problems arise where isolating what appears to be the same morpheme leaves behind a residue of uncertain status. For example, dis- is identifiable as a negative morpheme in distrust and discontent. But what of dis- in distraught and disgruntled? Recognising it as a morpheme entails recognising also the implausible, non-recurring and semantically dubious morphemes -taught, and -gruntled.

Morphology has two main subdivisions, namely inflection and derivation. Inflection deals with patterns of word structure that are determined by the role of words in sentences. For example, a pronoun like he has the   forms he, him and his depending on whether it is subject, object or possessive in a given sentence.

Derivation created new words with different meanings, e.g. maltreat from treat, or with different syntactic properties, e.g. the adverb quickly from the adjective quick.

Compounding, the combination of nouns, adjectives, verbs, adverbs or prepositions to form complex words is also widely used.

Table 2-2: shows the word compound

Noun	Adjective	Verb
Godparent	red-hot	lip read
Noun + Noun	Adj. + Adj.	Noun + verb
Blueprint	underweight	fast forward
Adj.+ Noun	Prep. + Noun	Adv. + verb

Compounds can be used to form bigger compounds:

4.(hot-air) balloon (Adj.+ Noun) + Noun.

Usually, but not always (cf. underweight) the right-hand element determines the syntactic class of the entire compound. Hence, it is the head of the compound.

Conversion is also common. A word may change its class with no accompanying change in form if it is used in a particular syntactic context. Conversion is subject to idiosyncratic exceptions.

Table 2-3: shows change in class with no accompanying change in form

Noun	Verb	Noun	Verb
floor	to floor	Ceiling	* to ceiling
chair	to chair	Settee	* to settee

In <u>linguistics</u>, morphology is the identification, analysis and description of the structure of <u>morphemes</u> and other units of meaning in a language like <u>words</u>, <u>affixes</u>, and <u>parts of speech</u> and <u>intonation</u>/<u>stress</u>, implied <u>context</u> (words in a <u>lexicon</u> are the subject matter of <u>lexicology</u>). <u>Morphological typology</u> represents a way of classifying languages according to the ways by which morphemes are used in a language —from the <u>analytic</u> that use only isolated morphemes, through the <u>agglutinative</u> ("stuck-together") and <u>fusional languages</u> that use <u>bound morphemes</u> (<u>affixes</u>), up to the <u>polysynthetic</u>, which compress lots of separate morphemes into single words.

While words are generally accepted as being (with <u>clitics</u>) the smallest units of <u>syntax</u>, it is clear that in most languages, if not all, words can be related to other words by rules (<u>grammars</u>). For example, <u>English</u> speakers recognize that the words dog and dogs are closely related — differentiated only by the <u>plurality</u> morpheme "-s," which is only found <u>bound</u> to nouns, and is never separate. Speakers of English (a fusional language) recognize these relations from their tacit knowledge of the rules of word formation in English. They infer intuitively that dog is to dogs as cat is to cats; similarly, dog is to dog catcher as dish is to dishwasher, in one sense. The rules understood by the speaker reflect specific patterns, or regularities, in the way words are formed from smaller units and how those smaller units interact in speech. In this way, morphology is the branch of linguistics that studies patterns of word formation within and across languages, and attempts to formulate rules that model the knowledge of the speakers of those languages.

A language like <u>Classical Chinese</u> instead uses unbound ("free") morphemes, but depends on post-phrase affixes, and <u>word order</u> to convey meaning. However, this cannot be said of present-day Mandarin, in which most words are compounds (around 80%), and most roots are bound.

In the Chinese languages, these are understood as grammars that represent the morphology of the language. Beyond the agglutinative languages, a polysynthetic language like <u>Chukchi</u> will have words composed of many morphemes: The word "təmeyŋəlevtpəɣtərkən" is composed of eight morphemes t-ə-meyŋ-ə-levt-pəɣt-ə-rkən, that can be <u>glossed</u> 1.SG.SUBJ-great-head-hurt-PRES.1, <u>meaning</u> 'I have a fierce headache.' The morphology of such languages allow for each consonant and vowel to be understood as morphemes, just as the grammars of the language key the usage and understanding of each morpheme.

2-7-6- Semantics:

As a fact we know that semantics deals with the meaning and shows it in a scientific status. Native speakers of a language have semantic knowledge, the meanings of words in their language as well as the meanings of sentences formed by combining these words into well-formed structures. These are two aspects of native speakers' semantic knowledge: word meaning and sentential meaning.

A) Word meaning:

As we know , there is an arbitrary relation between a sequence of sounds and its associated meaning i. e. the relation between the word and its actual referent and that the use of the word is a matter

of convention .Actually , the semantic knowledge of words seems to be rather complex . This complexity can be solved by the semantic features and the lexical relations.

Semantic features:

Different words have different features. The meaning of a word is composed of more primitive semantic features i. e. the meaning of a word may be decomposed into a set of semantic features and this is known as 'semantic decomposition'. The semantic features help in differentiating between the meanings of different words. It is to be considered that how complex our semantic knowledge is and that it can not be through the linguistic environment alone that we come to learn about meaning or anything about our language.

B) Lexical relations:

Lexical relations are relationships that hold between a word and other words in the lexicon of a language .There are several types of such relations, the important of which are:

1-Synonymy :

It is the relationship between two or more words that have the same meaning, e. g. liberty and freedom, apathetic and indifferent.

2-Antonymy:It is the relationship between two words that have opposite meanings, e. g. good and bad. There are three types of antonyms:

Gradable antonyms .These can take place in the comparative and superlative forms of adjectives, e. g. young\ younger\ youngest. With these antonyms the negative of one antonym is not synonymous with the other, e. g. not happy does not necessarily mean sad.

Complementary (or non-gradable) antonyms: These can not occur in the comparative or superlative forms of adjectives, e. g. alive but not 'more alive'. They are called complementary antonyms because the meaning of one necessarily entails the absence of the other, e. g. alive = not dead.

Relational antonyms: These display a symmetry in their meaning, e. g. if X is Y's husband, then Y is X's wife. The same applies to pairs such as give\receive; teacher\pupil; buy\ sell.

3-Hyponym:

It is an inclusion relation, where the meaning of one word includes the meaning of another, e. g. the meaning of dog necessarily includes the meaning of animal. The same applies to apple\fruit; car\vehicle.

4-Homonymy:

It is the relation between two words that have the same form but two different meanings. One such case is the relation between the word bank = (financial institution) and bank = (side of a river).

5-Polysemy:

Polysemy arises when one word has related multiple meanings. Check the following example s for the word head:

-The head of a body

-The head of a company

-The head of a glass of beer

In all these different uses of the word head there is some common meaning to all of them and that is the top of something and so we say that the word head is polysemous.

6-Homophony:

Two words are homophonous when they have the same pronounciation but different meanings, e. g. tale \tail.

7-Homography:

We say two words are homographs when they have the same spelling but different pronounciations: lead= guide\ lead= a metal

2-7-7-Stylistic features of legal documents:

Some kinds of legal documents are like : drawing up of statutes, insurance policies , wills , contracting of agreements between individuals , firms and countries , petitions , investigations ,…..etc.

Lawyers or any who is concerned or deals with law or any legal documents have been carrying out the same thing for long, and for each species of transaction there has existed a developing linguistic formula. These rely on forms which were established in the past. They have the following features:

1-Pronoun reference is extremely rare.

2-Legal English contains complete major sentences and as is known most of these sentences are statements, there are no questions whereas there is only occasional command.

3-Legal sentences are long and complex. Usually, there are conditional clauses.

4-Legal sentences have certain logical structure of the following form: (if X , then Z shall be Y) .Every action or requirement as

from a legal point of view , is fenced around with , and even relies and depends upon a set of conditions which must be satisfied before anything can happen.

5-Adverbials tend to cluster initially at the beginning of the sentence. They are often used as means of clarifying the meaning in order to avoid ambiguity. Adverbials elements , are usually coordinated phrases : on the expiration……or on the previous death , subject to any authorised endorsement ….., and to the production …on credit or without such payment ……etc .

Adverbials are put in positions that seem unusual by normal standards: a proposal to effect with the society an assurance ….

6-Legal English is highly nominal (it uses long complicated nominal groups).

7-Adjectives, like splendid, wise, disgusting, and happy are much less frequent. Intensifying adjectives such as very and rather are completely absent.

8-The use of the modal auxiliary 'shall' in the following form: (shall + be +past participle) is not used as a marker of future tense; it is used to express what is to be the obligatory consequence of a legal decision.

9-Verbs are selected from a small number of lexical sets : deem , require , accept , issue , agree , state , specify , constitute, perform , observe , exercise.

10-Legal English is studied with archaic words and phrases of a kind that could be used by no one but lawyers: witnesses.

The prefixing and suffixing of prepositions is a common feature of legal English: hereby – hereof – hereunder – hereinafter – aforesaid -……….etc.

11-A legal characteristic is the coordination of a number of synonyms or near-synonyms: alter and modified – transformed and altered – able and willing – made and signed – terms and conditions.

12-A good deal of legal language is of French and Latin origin: Law French: puisine – judge – puis ne – estoppel – fee – simple laches – quash. Law Latin: alias – amicus – curiae - nolle peosequie res judicata.

The French origin has affected the word order of a number of legal phrases: malice prepense – malice aforethought – court martial – hier apparent – secretary general.

13-The most obvious feature of legal documents is their prolixity. They are prolix because its author is trying to secure complete coverage of a given area of meaning.

Chapter 111

Methodology

3.1. Introduction:

This chapter describes the tools used for this study; the Questionnaire, the sample of the subjects, the tasks given to subjects and analysis of data collected. This study needs to be investigated and analyzed with reference to linguistic sources, especially those related to the branches that deal with the study and that are mentioned in this study,i. e. semantics, syntax, and morphology. There is the questionnaire and some short texts extracted from the contracts that the study deals with, to be translated as a test, and on which the questionnaire was built.

3.2.Methodology and the data collection techniques:

This study used the Questionnaire and task of translation, instead of test, as tools for collecting data

3.2.1. The Questionnaire (see appendix 191):

The questionnaire asks about different ideas of translation. It is used as a tool for collecting data that concern this study of

translation of oil contracts. It was made of five questions. The first question asks about the definition of translation from the point of view of the participants. The second question asked about whether there is difference if one translates a legal text in comparison with one translates another type of a text, such as scientific or literary text. The third qestion asks about the problems that face the participants during the process of translation. The fourth question deals with the steps and the strategies that are adopted in the translation process. The fifth/final question asks the participants to tell which is easier, to translate such contracts from English into Arabic or vice is versa

This questionnaire was piloted by some experts and university staff before it was given to participants to ensure its validity and reliability.

3.2.2. Translation Task (see appendix190):

In addition to the Questionnaire there is a translation task (test) that is made, also, for collecting more data from the participants, those who carried out the answers of the questionnaire as well. The task is made up of texts extracted from the Agreements that were adopted for the study. These texts are selected as samples of these Contract Agreements. After reading these Agreements, the researcher found that these articles, which

were selected, can be as a pattern that stands for every article in all of these Agreements as they talk about the duration of the agreement, the nature of the agreement and the objective of the agreement. The Participants are asked to translate these texts into Arabic Language

3.2.3 The Study sample:

The sample group of the study were university staff members. There were fifty staff members selected randomly as the population sample of the study. From this sample the researcher selected seventeen members randomly to represent the whole study population. The seventeen members represented 34% from the whole population. There were fifteen males representing 88.24% of the study sample. There were two females representing 11.76% of the study sample. These, seventeen staff members, were the participants from whom the data was collected. Twelve of these participants were English departments staff members representing 70.6%,of the study sample, three of them represented French departments (17.6% of the sample) and two were Arabic staff members (11,8% of the population sample).

All the seventeen staff members who participated in carrying out both the questionnaire and the task of translation (the test).

Their age ranges from 34 to 62 years. Most of them were assistant professors and some of them are lecturers.

3.2.4. Administration of Tools:

The tools of the study were distributed to the participants who were given adequate time. For the sake accuracy. Each participant was given the tools in their offices and were given adequate time. After about six months the data was collected from the participants. Each of the participants handed in his/her answers individually.

Those who participated in dealing with the task (the test) and the questionnaire were seventeen university staff teachers, who represented different departments such as English and French departments.

After collecting back these texts from the participants, who were university staff teachers, the researcher used the SPSSProgram (Statistic Package for Social Sciences) for analyzing the data collected. The analysis and the results are shown in chapter four and chapter five.

This study used both descriptive and analytic methods by describing different terms from different sources, as well as using the statistical SPSS Program to analyze the collected data.

The texts that are used as a task (test), are taken from the agreements of the oil contracts so as to be translated into Arabic language.

Chapter IV

Data Analysis and Discussion of Results

4. 1 introduction:

This chapter discusses and the analyses the translated texts and the questionnaire answers. As mentioned earlier the task of translation includes some legal articles for the participants to translate into Arabic. The questionnaire consists of five questions. The participants are asked to give answers to these Questions. The translated texts and the answers are written as they are done by the participants. There are mistakes and errors of different types in the participants' performance. There are tables and diagrams that make it clearer. They show the figures of the participants, their departments, and their answers. The discussion and the analysis inform about the problems in these answers and in the translated texts, such as linguistic and cultural problems. Those who participated in dealing with the task of translation and the questionnaire are seventeen university staff teachers, who represent different departments such as English and French departments. The Questionnaire and the texts are in appendices.

4-2-The Target texts (the translated texts in the test):

The following are examples of the sample responses to the translation of the translation task. It is an effort so as to deal with the problems in these translated texts- that is the target texts (T.T)

translated by the participants- in order to show these problems from linguistic point of view as well as other types of problems in legal translation within this research which legal translation. It tries to discuss and analyze the content of the translated texts. The analysis does not take place collectively, each text is analyzed separately.

4-2-1- The first source and target text of Article 3:

Article 3

(Objective of the agreement)

The objective of this agreement is the definition, in accordance with law No. 10/04 of 12 November 2004, and other applicable legislation, of the contractual relationship in the form of the production Sharing Agreement between Sonangol and Contractor Group for carrying out the petroleum operations.

أهداف الاتفاق

الهدف من هذا الاتفاق هو التعريف وفقاً للمادة القانونية رقم 14/10 بتاريخ 12 نوفمبر 2004، والتشريعات الاخرى المعمول بها في العلاقة التعاقدية في شكل اتفاق لتقاسم الانتاج بين سونا نقول ومجموعة المقاول لتنفيذ عمليات البترول .

   In the above translated text there is a problem in the choice of the word ;e. g. the word 'objective ' is translated as <u>'ahdaf '</u> but it can be <u>'agrad '</u> or another word . The word 'agreement ' is translated

as 'alitifaque 'but is it so or 'alitifaquiyah ' or 'alaqued ' or even another word. The structure of the T.T. is confusing from syntactic and morphological point of view as the words and the sentence are jumbled and so do not give the exact meaning that is needed in such a case of legal translation. The phrase ' in accordance with ' is given the equivalent ' wifgan li '. It can be 'tamashian ma'a, or ' bina'an ala 'or another phrase that is the accurate one, as it is disastrous if the meaning is not so. The translated text is not translated well from semantic point of view and the structure is incorrect.

4-2-2- The Second Source and Target Text of Article 4:

Article 4

(Nature of the relationship between the parties)

This Agreement shall not be construed as creating between the parties any entity with a separate juridical personality, a corporation, or a civil society, a joint venture or even a partnership ("conta em participacao").

طبيعة العلاقة بين الطرفين

لا يجوز تأويل هذا الاتفاق على انها ايجاد بين الطرفين اي كيان ذات شخصية اعتبارية مستقلة، او شركة او مجتمع مدني او مشروع مشترك او حتى شراكة .

The word ' nature ' is given the equivalent <u>'tabia'a'</u> which is a literal translation .It can be ' shackle ' or another more accurate word in such a case of legal translation . The word ' parties ' which is plural is dealt with here as a word that means two parties, i. e. for dual in Arabic language. The Arabic word <u>'alitifaque'</u> is masculine but here it is described as a feminine with the word <u>'annaha'.</u> It may be due to culture or so. The grammatical structure is badly done and so the text does not make sense and therefore the translation in this case is disastrous, not only for one of the parties, but also for the other parties.

4-2-3- Arabic equivalent of Article 5 (S.T. and T.T.):

Article 5

(Duration of the Agreement)

1-This agreement shall continue to be in force until the end of the last production period or, in case there is no production in the contract area, until the end of the exploration period, unless prior to that date anything occurs that in the terms of the law or the applicable provisions of the agreement or the law constitutes cause for its termination or for termination of the concession.

2-The extension of the exploration periods referred to in the preceding paragraph beyond the terms provided for in Article 6

and 7 respectively shall be submitted by Sonangol to the Government under Article 12 of the petroleum Activities Law.

مدة الاتفاق

1-يستمر سريان مفعول هذه الاتفاقية حتى نهاية فترة الانتاج مالم يحدث قبل ذلك التاريخ اي شيء مخل بالقانون او الاحكام المعمول بها في الاتفاق او يكون القانون سبباً لإنهائها او إنهاء الإمتياز.

2- ان تمديد فترة التنقيب المشار اليها في الفقرة السابقة الى مابعد المدة المنصوص عليه في المادة 6 و7 على التوالي يجب رفعها للحكومة بواسطة سونا تحول بموجب المادة 12 من قانون الانشطة البترولية.

3-في نهاية فترة الاستكشاف يجب على الفريق المقاول انهاء انشطتها في جميع المجالات الواقعة ضمن منطقة العقد التي لم تكن حينئذ جزء من مناطق التنمية وباثتسناء ماهو منصوص عليه في ذلك الوقت فان هذه الاتفاقية لا تعتبر ان لها اي تطبيق في اي جزء من منطقة التنمية.

In this text, the title is ' Duration of the agreement ' and it is translated as 'moddat alitifaque'. The word ' duration ' refers to period of time , but it is equivalent to the Arabic word 'moddah ' or 'fatrah' or even another word that is more accurate in this case of legal translation . The sentence number one does not give the exact meaning given in the source text (S. T.) as the choice of the words does not work well and the meaning is incomplete and somehow is disastrous for one of the parties.

In number two, the word 'exploration', is translated as 'tangeeb ' which is not exactly so, and that the word 'istikshaf' is more accurate than 'tangeeb ' .The word ' preceding ' has been given wrong equivalent and so there is ambiguity in the sentence because of this wrong word and so it needs the translator to be more careful when dealing with such translation of legal documents .The equivalent given in this text is incorrect and inaccurate. This may lead to misinterpretation or misunderstanding of the contract.

In number three, the style is not appropriate for legal contract, as the words used do not suit the legal documents and so the translated text will not bear the force that is needed in such cases.

4-2-4- Article 4 Source text:

Article 4

(Nature of the relationship between the parties)

This Agreement shall not be construed as creating between the parties any entity with a separate juridical personality, a corporation, or a civil society, a joint venture or even a partnership ("conta em participacao").

4-2-5- S. T. and Arabic equivalent of Article 3:

Article 3

(Objective of the agreement)

The objective of this agreement is the definition, in accordance with law No. 10/04 of 12 November 2004, and other applicable legislation, of the contractual relationship in the form of the production Sharing Agreement between Sonangol and Contractor Group for carrying out the petroleum operations.

الغرض من هذه الاتفاقية هو احداث تعريف ، وفق القانون (10) لعام 2004 الصادر في 12 نوفمبر 2004 واي تشريع آخر ينطبق عليها، لتحديد العلاقة التعاقدية بين سونانقول ومجموعة التعاقد لتنفيذ عمليات النفط.

The word ' objective ' is translated as 'algharadh' but there can be suitable word which is more accurate .The word 'applicable 'which is an adjective is given the equivalent 'yantabig' which is a verb , in   the time that it is an adjective ,therefore the meaning here is inaccurate . The phrase ' carrying out ' is translated as 'tanfeeth' but it can be more suitable to say 'algiyam bi-' or another word. 'Petroleum' is translated as 'naft' instead of 'bitroul'. Generally , this translation of this text is not carried out accurately as it is to be in this   case of contracts .

4-2-6-Source and Translated texts of Article 3:

Article 3

(Objective of the agreement)

The objective of this agreement is the definition, in accordance with law No. 10/04 of 12 November 2004, and other applicable legislation, of the contractual relationship in the form of the production Sharing Agreement between Sonangol and Contractor Group for carrying out the petroleum operations

أهداف الاتفاقية

الهدف من هذه الاتفاقية هو التعريف وفقا للقانون 10\4 في 12 نوفمبر 2004 والتشريعات الاخرى النافذة. وذلك للعلاقة التعاقدية في شكل اتفاقية مشاركة في الانتاج مابين سونانجول ومجموعة المقاولات التي تقوم بعمليات البترول.

'Objective ' is singular and in this text it is translated as 'plural 'in the title of this Article, whereas it is singular inside the text. ' applicable ' is given the meaning of <u>alnafithah '</u> in the case that , there may be another more appropriate word for such a term .The tense in this text does not suit the equivalent of that in the source one .There is no accuracy in this translation ,the matter that leads to problematic case between the parties .

4-2-7- The English Source and the Arabic Translated Text of Article 4:

Article 4

(Nature of the relationship between the parties)

This Agreement shall not be construed as creating between the parties any entity with a separate juridical personality, a corporation, or a civil society, a joint venture or even a partnership ("conta em participacao").

طبيعة العلاقة بين الاطراف

لا تنشأ الاتفاقية كما يحدث مابين الاطراف اي شخصية المتبادلة لها شخصية قضائية منفصلة، مؤسسه او جمعية اهلية او شركة تضامنية او حتى شراكة.

This text, no doubt, is not correct from different linguistic point of views .It is nonsense as it gives no meaning .And no doubt, is clumsy.

4-2-8-Source and Translated Texts of Article 5:

Article 5

(Duration of the Agreement)

1-This agreement shall continue to be in force until the end of the last production period or, in case there is no production in the contract area, until the end of the exploration period, unless prior to that date anything occurs that in the terms of the law or the applicable provisions of the agreement or the law constitutes cause for its termination or for termination of the concession.

2-The extension of the exploration periods referred to in the preceding paragraph beyond the terms provided for in Article 6 and 7 respectively shall be submitted by Sonangol to the Government under Article 12 of the petroleum Activities Law.

فترة الاتفاقية

تستمر هذه الاتفاقية في النفاذ قانونيا حتى نهاية فترة الانتاج الاخيرة او في حالة عدم وجود انتاج مجال العقد حتى نهاية فترة الاستكشاف، والا اذا حدث قبل ذلك التاريخ اي شيء وفقا للقانون والاحكام القابلة للتنفيذ بالاتفاقية او مما يتضمنه القانون مايتسبب في انتهائها او انتهاء الاتفاق

1-'Last production period ' is translated as <u>'fatrat alintaj alakherah</u> <u>'</u>, the matter that gives a different indication and meaning that leads to the loss of some rights from one of the parties. The rest of

the translated text gives no exact meaning that help in achieving any right.

2- The extension of the exploration periods referred to in the preceding paragraph beyond the terms provided for in Article 6 and 7 respectively shall be submitted by Sonangol to the Government under Article 12 of the petroleum Activities Law.

3- At the end of the exploration period, Contractor Group shall terminate its activities in all areas within the Contract Area which are not at such time part of a development Area(s); and, except as otherwise provided herein, from that time this Agreement shall no longer have any application to any portion of the Contract Area not then part of a Development Area.

4-2-9-English Source of Article 3:

Article 3

(Objective of the agreement)

The objective of this agreement is the definition, in accordance with law No. 10/04 of 12 November 2004, and other applicable legislation, of the contractual relationship in the form of the production Sharing Agreement between Sonangol and Contractor Group for carrying out the petroleum operations.

4-2-10-English Source and Arabic Translated text of Article3:

Article 3

(Objective of the agreement)

The objective of this agreement is the definition, in accordance with law No. 10/04 of 12 November 2004, and other applicable legislation, of the contractual relationship in the form of the production Sharing Agreement between Sonangol and Contractor Group for carrying out the petroleum operations.

هدف الاتفاق هو تعريف وفقا لقانون 14/10 من سنة 2004 لشهر نوفمبر وتشريع مطبق آخر للعلاقة   التعاقدية في شكل اتفاق شركة الانتاج سونا نقول والمجموعة المتعاقدة لتنفيذ عمليات تنقيب البترول .

   'Other Applicable legislation' is translated as <u>'dasher's mutabbag</u>

<u>akhar'</u> And this is a crisis in translation that leads the parties to face difficulties of no solution. 'Production sharing ' is translated as <u>'sharikt alintaj '</u> .This type of dealing with translation creates a case in one mind that has no solution in the field of linguistics or in translation as well.

4-2-11- English Source and Arabic Equivalent of Article 3:

Article 3

(Objective of the agreement)

The objective of this agreement is the definition, in accordance with law No. 10/04 of 12 November 2004, and other applicable legislation, of the contractual relationship in the form of the production Sharing Agreement between Sonangol and Contractor Group for carrying out the petroleum operations.

هدف هذه الاتفاقية هو تعريف قانون رقم 10\4 لسنة 2004 والتعريف ايضا بعدة قوانين أخر مطبقة حسب علاقة الانتاج شارينج وسانقول التي تنص على عملية نقل البترول.

The semantic production here in this translated text leads one to different equivalent of the source text. The structure from syntactic point of view is also done incorrectly. The consequence, therefore is problematic.

4-3- Questionnaire answers:

Before analyzing and discussing the answers of the Questionnaire, here is the Questionnaire that the study used for collecting the data:

The Questionnaire

Translator'name:

_____

____

Ministry/ Department:

_____

____

Field of translation:

_____

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_____

____

Texts (Articles) attempted:

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No doubt there were some problems that faced you while translating the above materials . For the sake of the present study, we hope that you help us by answering the following: (You can answer in English or Arabic as convenient to you)

1-From your own point of view define translation

_____

_____

_____

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2-Are there any differences between translating legal texts and other types of texts, i. e. scientific or literary text?

_____

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3-What kind of problems that faced you translating these texts (contracts).

_____

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4. Mention some of the steps or strategies you followed in translating these texts?

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5- Which- in your opinion – is more difficult: to translate legal contracts (like these) from English into Arabic or vice versa? Why   do   you   think   so?

_____

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_____

Thank you for your cooperation.

This questionnaire is answered by some of the universities staff members. They are staff at English and Translation departments. Some of them are from French or Law departments. There are fifteen participants. No doubt there were some problems that faced you while translating the above materials for the sake of present study; we hope that you help us by answering the following: (you can answer in English or Arabic as convenient to you)

4-3-1- Questionnaire answers 1:

1 – From your own point of view define translation?

Translation is the act of expressing the content of a written or spoken text in language into another

2 – Are there any differences between translating legal text and other type of text, i.e. scientific or literary text?

The legal text is very formal; it may not follow the syntactic rules of English, does not regard punctuating rules and in many cases has its own terminology and conventions

3 – What kind of problems that faced you translating these texts (contracts).

Some exact equivalent terms are not easy to find.

4 – Mention some of the steps or strategies you followed in translating these Texts?

a – Reading the text in English

b – Underlining the terms that seem to be peculiar and find their equivalent in Arabic

c – Draft the first version

d – Write the final version

5 – Which – in your opinion – is more difficult: to translate legal contracts (like this) from English into Arabic or vice versa? Why do you think so??

It seems it is very difficult to translate from the native language into the foreign language.

4-3-2- Questionnaire answers2:

1-From your own point of view define translation

It is conveying of the meanings of a text from language into another with great care of cultural context of both languages.

2-Are there any differences between translating legal texts and other types of texts, i. e. scientific or literary text?

Certainly there are. Each has its different precise terms.

3-What kind of problems that faced you translating these texts (contracts).The precision legal terms need.

4. Mention some of the steps or strategies you followed in translating these texts?

1-Grasping the general meaning.

2-Looking for the precise equivalent terms.

5-Which- in your opinion – is more difficult: to translate legal contracts (like these) from English into Arabic or vice versa? Why do you think so?

It is difficult to translate from Arabic into English in legal translation, as that it is not easy to grasp the legal terminology of English language.

4-3-3-Questionnaire answers 3:

1-From your own point of view define translation?

Translation is transference of meaning of source language into a target language.

2-Are there any differences between translating legal texts and other types of texts, i. e. scientific or literary text?

Of course each text has its own nature lt needs a translator who has considerable knowledge in the subject and other related subjects and good understanding of legal terms.

3-What kind of problems that faced you translating these texts (contracts).The rendering of the text without knowing how to vender legal texts.

4. Mention some of the steps or strategies you followed in translating these texts?

A-Reading carefully.

B-Understand the real terms in legal language

C- See other legal texts in the legal language so as to be well acquainted with the nature of legal text in the legal language.

5-Which- in your opinion – is more difficult to translate legal contracts (like these) from English into Arabic or vice versa? Why do you think so?

It is difficult but not impossible because as I have mentioned above each language has its own way of expressing ideas and concepts as it has its own structures, grammatical rules and other linguistics elements.

4-3-4-Questionnaire answers4:

1-From your own point of view define translation

Transference of meaning with special reference to related words expressions in original text.

2-Are there any differences between translating legal texts and other types of texts, i. e. scientific or literary text?

In general meaning no differences specifically yes there are differences mostly related to the field of specialization.

3-What kind of problems that faced you translating these texts (contracts).indirect text of low with twisted wordily

4. Mention some of the steps or strategies you followed in translating these texts?

- reading all through

-justifying meaning rather than the wording.

-small alterations' introduced to real meaning.

-keeping the maximum possible accuracy.

5-Which- in your opinion – is more difficult: to translate legal contracts (like these) from English into Arabic or vice versa? Why do you think so?

Both ways of translations have their problems but transferring legal text from Arabic to English is more difficult. This is mostly related to problems of vocabulary and the application of the former structuring of sentences in English i. e both.

4-3-5-Questionnaire answers 5:

1-From your own point of view define translation

It is to put a written or spoken language, so that it can be understood.   2-
Are there any differences between translating legal texts and other types of texts, i. e. scientific or literary text?

Of course there is, because any text has its own terms.

3-What kind of problems that faced you translating these texts (contracts). Some words and terms have legal meaning; therefore I have to use them legally.

4. Mention some of the steps or strategies you followed in translating these texts? – reading the text at least for three times.

- translating the difficult words and terms so that I can translate the sentences correctly.

- translating the text legally without using literary words in the text.   5- Which- in your opinion – is more difficult: to translate legal contracts (like these) from English into Arabic or vice versa? Why do you think so??

From Arabic to English because it is very difficult to find a suitable word in English especially the terms that you should have to use them legally in a legal language.

4-3-6-Questionnaire answers 6:

1-From your own point of view define translation

The conveying of the semantic and lexical aspects from L1 to L2.

2-Are there any differences between translating legal texts and other types of texts, i. e. scientific or literary text?

Certainly there are differences as the legal context is unique.

3-What kind of problems that faced you translating these texts (contracts). Some terms need a background

4. Mention some of the steps or strategies you followed in translating these texts?

A-Read the text for comprehension.

B-Referring terms to context.

 C-Give correct translation.

5-Which- in your opinion – is more difficult: to translate legal contracts (like these) from English into Arabic or vice versa? Why do you think so?

I think it is more difficult to translate from Arabic into English language as the legal English terms were wide and obscure

4-3-7-Questionnaire answers 7:

1-From your own point of view define translation

Translation means to give meaning from language to another language.

2-Are there any differences between translating legal texts and other types of texts, i. e. scientific or literary text?

Yes. About the meaning of words.

3-What kind of problems that faced you translating these texts (contracts). Problem of meaning of words

4. Mention some of the steps or strategies you followed in translating these texts?

1- Read carefully the texts.

2- Know objective of texts

3- Know the main idea of texts

4- Know the difficult words

5-Which- in your opinion – is more difficult: to translate legal contracts (like these) from English into Arabic or vice versa? Why do you think so??

It is very difficult to translate from English to Arabic

4-4- Statistic Frequencies:

In this section there are tables and diagrams that show the answers of the Questionnaire in a statistic way, giving numbers and percentage of the participants, their answers, and the other pieces of information that are found in both the tables and the diagrams. The information is an output of the analysis of the data collected by the Questionnaire and the test.

Table 4-1: shows the questions of the questionnaire and the means

|	Ministry/ Department	Field of Translation	Texts (Articles) attempted	From your point of view define translation	Are there any differences between translating legal texts and other types of text,i.e scientific or literary text	what kind of problems that faced your translating these texts (construct)	Mention some of the steps or strategies you followed in translating texts?	which -in your opinion - to translating legal constructs (likethese) from English into arabic or vice versa? Why do you think so?
Valid Group	17	17	17	17	17	17	17	17
Missing	0	0	0	0	0	0	0	0
Mean	1.41	1.00	1.47	2.29	1.12	2.00	2.18	3.24

Ministry/Department

Table 4-2: shows the departments that participate in the questionnaire

	Frequency	Percent	Valid Percent	Cumulative Percent
High education /English	12	70.6	70.6	70.6
High education /French	3	17.6	17.6	88.2
High education /Arabic	2	11.8	11.8	100.0
Total	17	100.0	100.0	

Figure 4-1: shows the department that participate in the questionnaire
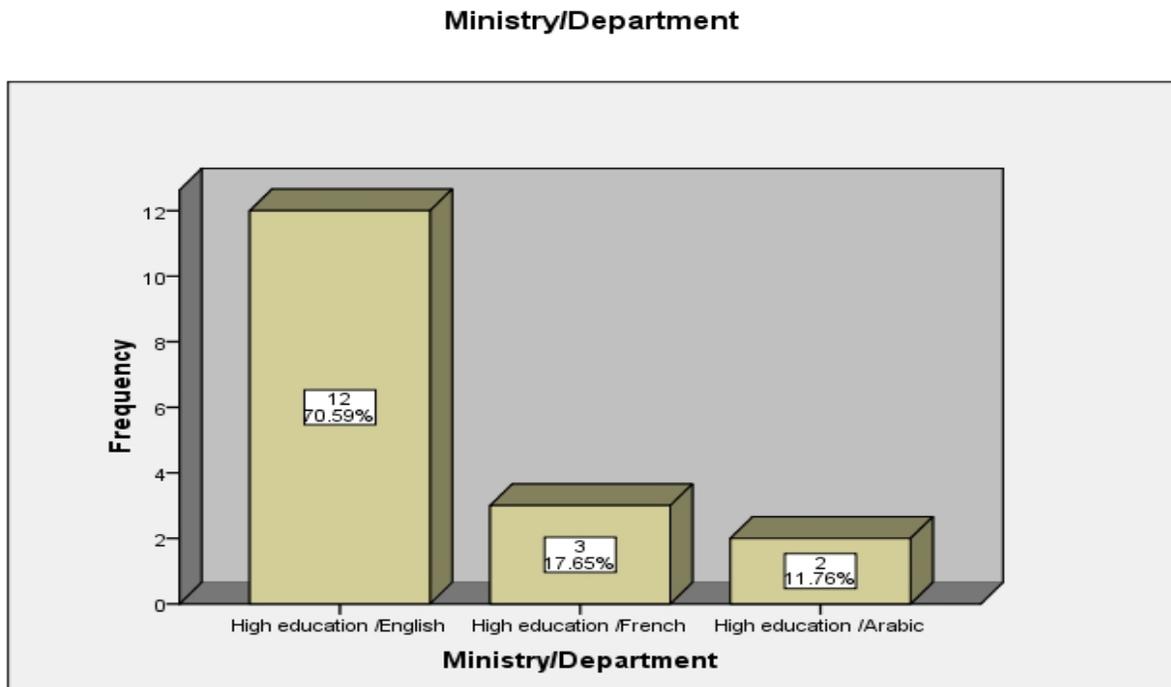
Both the above table and the figure represent the percentage of the participants and their institutions, or their departments.70.59% of the participants represent English departments. Those from French departments are 17.65%. From Arabic departments there are 11.76% of the whole participants. The 70.59% which represents the English departments, is quite appropriate for this study.

Field of Translation

Table 4-3: shows the legal field of translation i. e. (the contracts)

	Frequency	Percent	Valid Percent	Cumulative Percent
Legal translation	17	100.0	100.0	100.0

Figure 4-2: shows the legal field of translation which is represented by the texts extracted from the agreements.

From the table and the figure above, which represent the field of translation, the texts translated in this study are legal and so they need specific and specialized type of translation, which is legal translation. They show 100% which means that these texts which were attempted are all legal texts. The field which the participants concern with here is the legal translation which represents 100%.

Texts (Articles) attempted

Table 4-4: shows the texts attempted by the participants

	Frequency	Percent	Valid Percent	Cumulative Percent
one article	13	76.5	76.5	76.5
Three articles	4	23.5	23.5	100.0
Total	17	100.0	100.0	1oo.o

Figure 4-3: shows the texts that are attempted by the participants

Texts (Articles) attempted

Texts (Articles) attempted
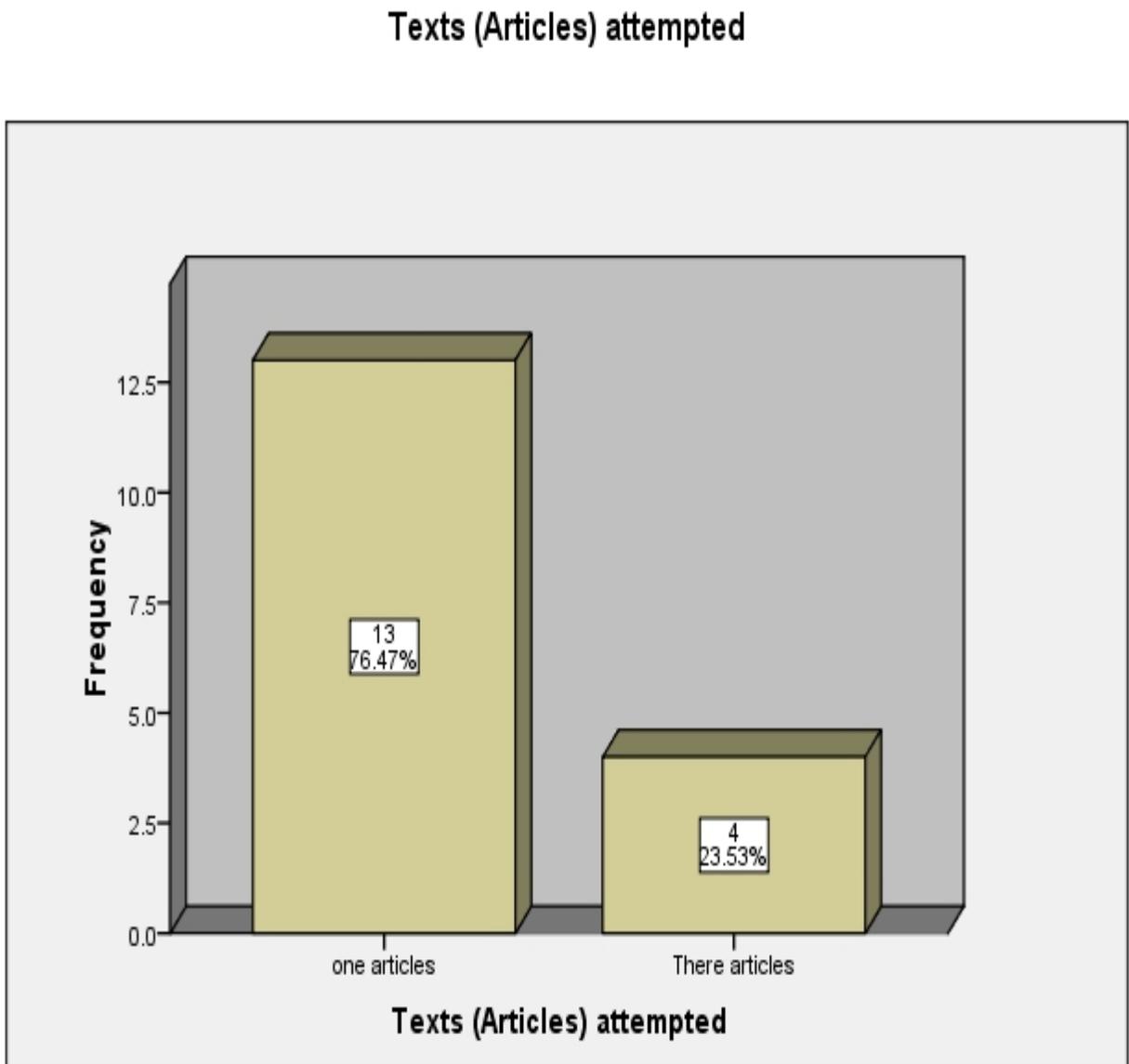
The table and the figure above, show the percentage of those who attempted the articles i. e. 76.47% tried one article, and 23.53% attempted three articles. The group that tried three articles is

23.53%, the matter that shows it is not an easy job to translate such contracts.

From your point of view define translation

Table 4-5: shows the answers of the first question in the questionnaire

	Frequency	Percent	Valid Percent	Cumulative Percent
conveying lexical and semantic aspect in language1to language2	3	17.6	17.6	17.6
expressing content in one language into another	6	35.3	35.3	52.9
Transfer meaning from one language to another	8	47.1	47.1	100.0
Total	17	100.0	100.0	100.0

Figure 4-4: shows the answers of the first question of the questionnaire

From your point of view define translation
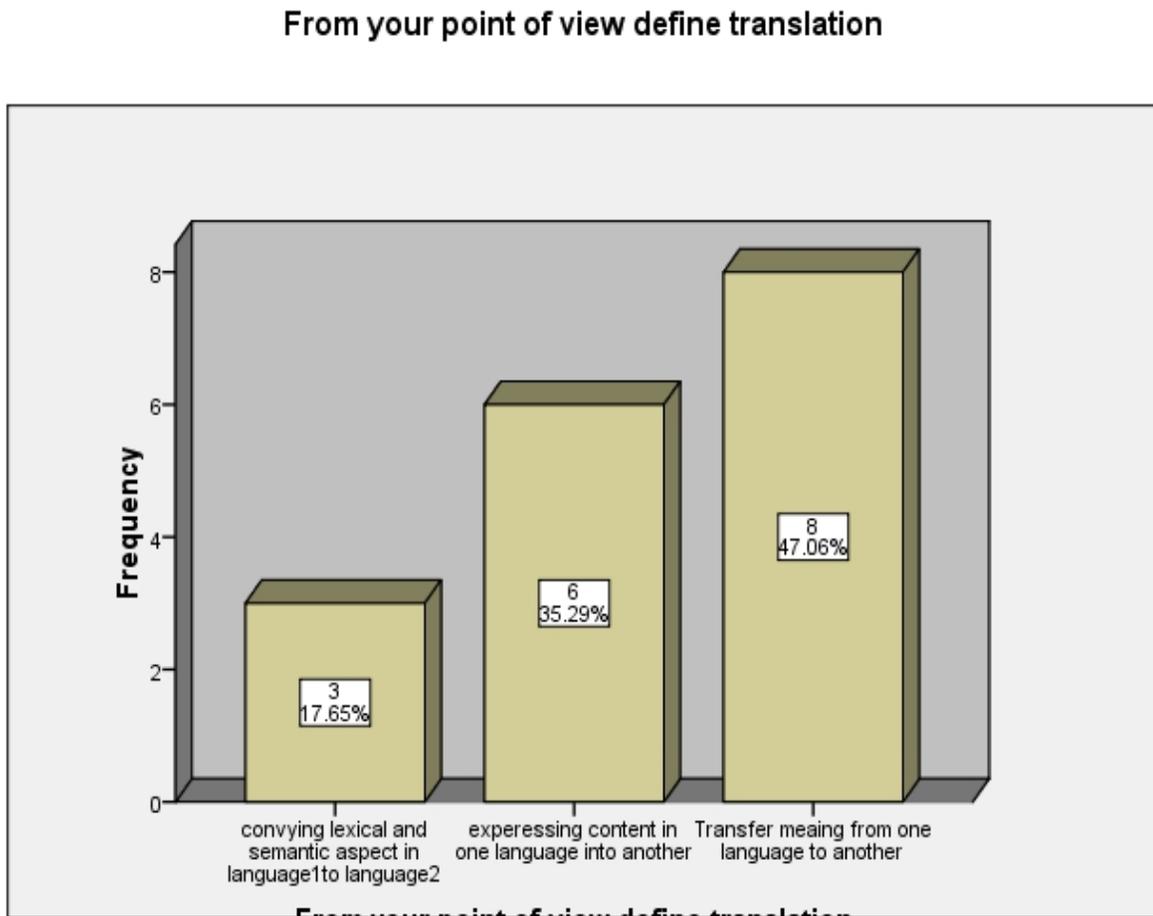
As it appears from this graph, there are three main definitions come out from the questionnaire:

1-Translation is conveying lexical and semantic aspect from one source language into another target language, i. e. from one into another. It scores 17.65 % from the specimen tried.

2-Translation is expressing content that is found in one language into another language .It represents 35.29 % .

3-Translation is to transfer meaning that is found in one language into another language .This category reaches the highest degree that is of 47.06%. The participants give three definitions of translation, and that is quite appropriate in comparison with the number of the participants.

Table 4-6: shows the answers of the second question of the questionnaire

	Frequency	Percent	Valid Percent	Cumulative Percent
yes	15	88.2	88.2	88.2
no	2	11.8	11.8	100.0
Total	17	100.0	100.0	

Figure 4-5: shows the answers of the second question of the questionnaire

Are there any differences between translating legal texts and other types of text,i.e scientif or literary text
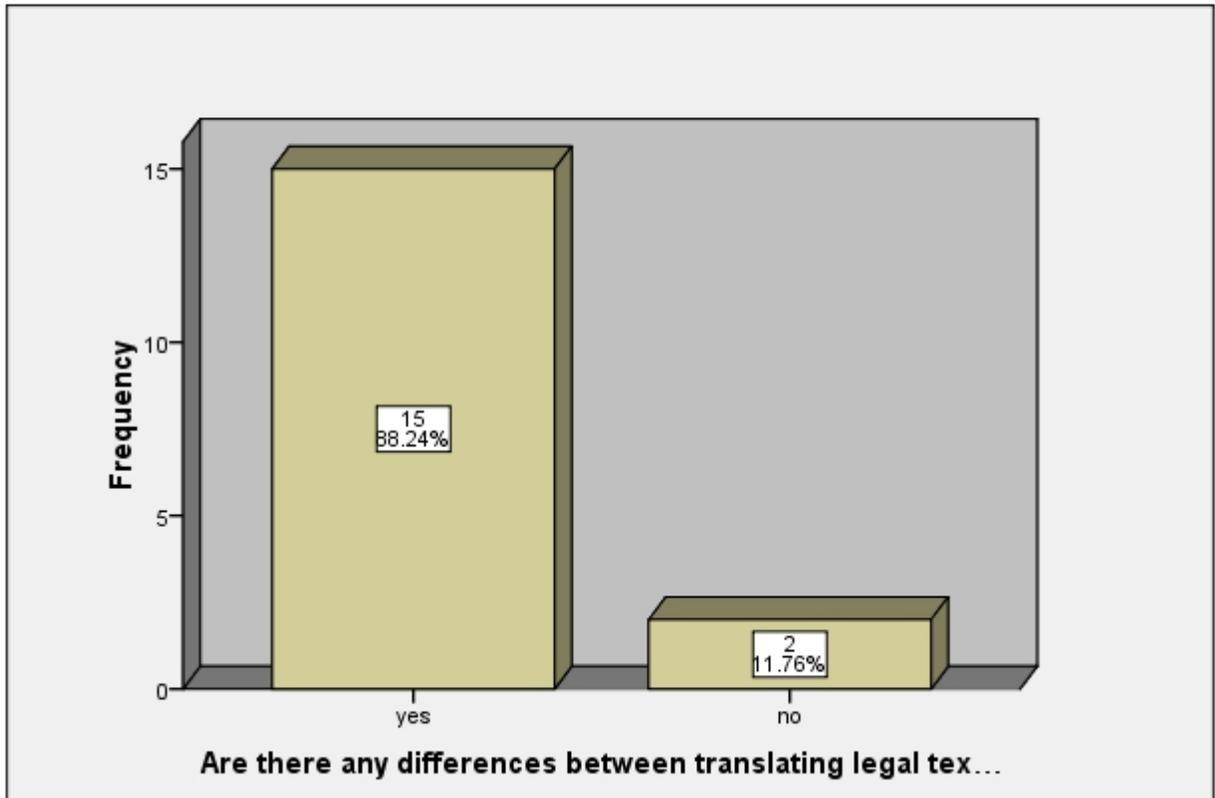

From the above frequency and this graph we see that 88.24% of the specimens tried agree that it is more difficult to translate a legal text than to translate any other type of text. Legal translation is complex and a difficult job.

What kind of problems that faced your translating these texts (construct)

Table 4-7: shows the problems of translation in the texts

	Frequency	Percent	Valid Percent	Cumulative Percent
legal terms	7	41.2	41.2	41.2
knowledge of legal language	5	29.4	29.4	70.6
Lexical	3	17.6	17.6	88.2
meaning of words	2	11.8	11.8	100.0
Total	17	100.0	100.0	

Figure 4-6: shows the type of problems of translation in the texts

what kind of problems that faced your translating these texts(consruct)

what kind of problems that faced your translating these...
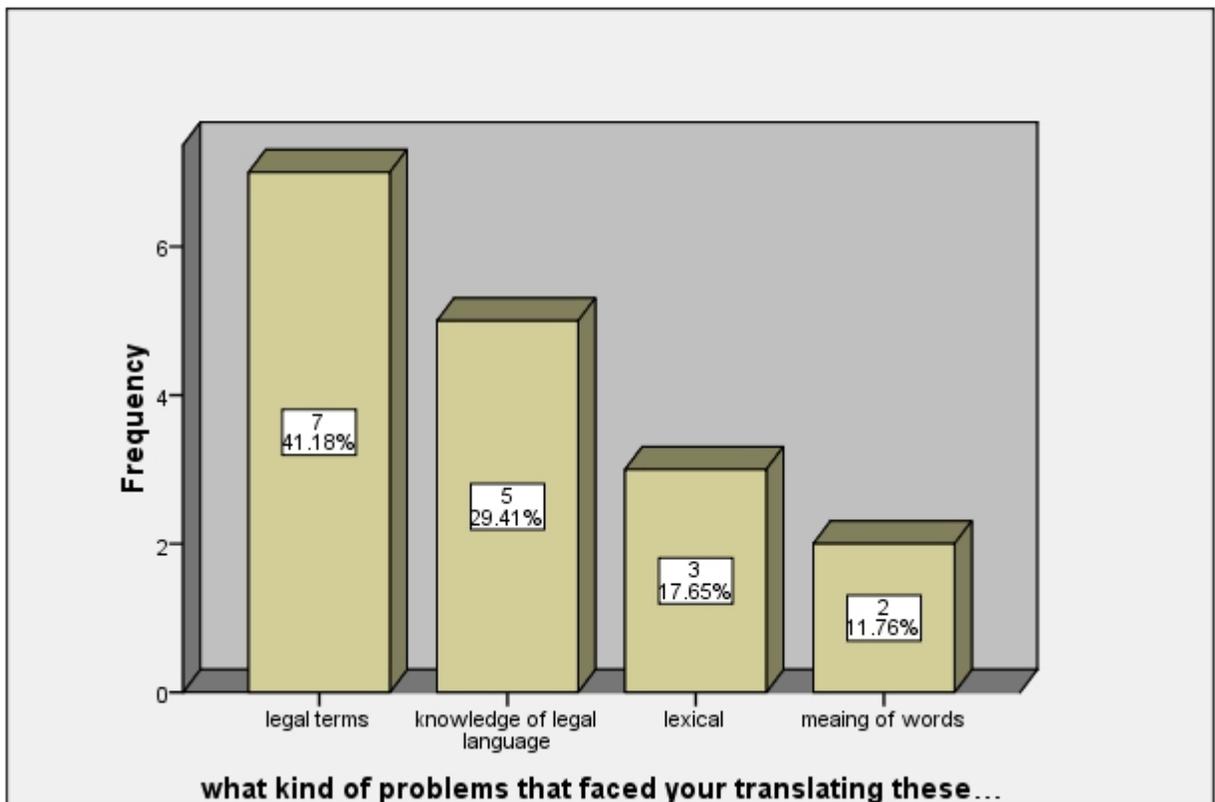
In this question of the problem, as it is seen from the table and the graph ,the most problematic areas are found in: The legal terms

(41.18%), the knowledge of the legal language(29.41%) ,the lexical(17.65%) , and finally the meaning of the words(11.76%). The most difficult problem of these is the legal terms which ensure the complexity of the legal translation.

Mention some of the steps or strategies you followed in translating texts?

Table 4-8: shows some of the steps and strategies followed in translation.

	Frequency	Percent	Valid Percent	Cumulative Percent
reading understanding terms	6	35.3	35.3	35.3
reading,Knowig objectives main idea ,Knowing different meaing	2	11.8	11.8	47.1
Reading understanding revising finalizing	9	52.9	52.9	100.0
Total	17	100.0	100.0	

Figure 4-7: shows some of the steps and strategies followed in translation

mention some of the steps or strategies you followed in transalting texts?
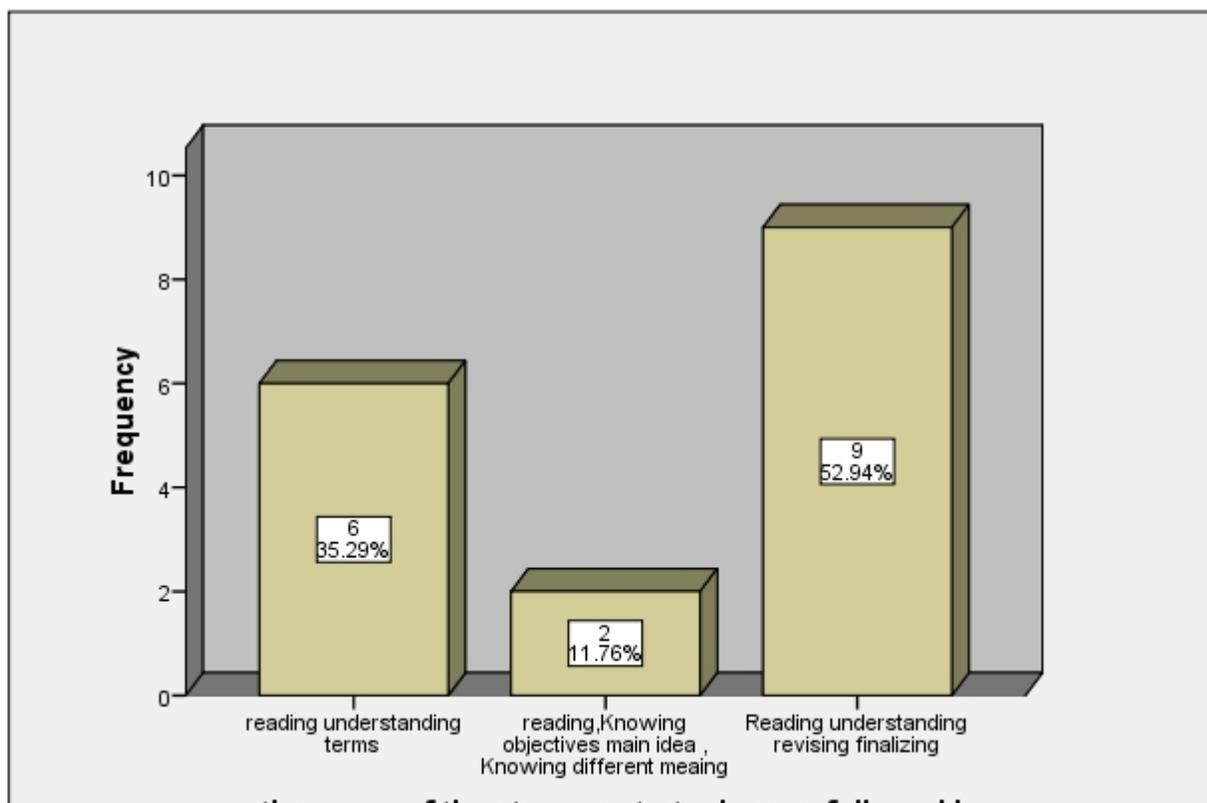
In answering this question about the steps and the strategies that are to be taken in translating a text we come out with three classifications:

1-Reading and understanding so as to translate is the best way in the translation   process for this class which reaches 35.29% of those who carried out the questionnaire .

2-This class which is of 11.76% say that the steps to be followed in the translation process are reading, having knowledge of the objectives and the main ideas, and to be aware of different meanings.

3-This is the highest class in this category, it scores 52.94%. They talk about reading, understanding, revising, and finalizing as steps and strategies in translation. The participants give different steps and strategies in the process of translation.

Which –in your opinion – is more difficult: to translate legal contracts (like these) from English into Arabic or vice versa? Why do you think so?

Table 4-9: shows the range of difficulty / easiness of translation from A. To E. Or from E. To A.

	Frequency	Percent	Valid Percent	Cumulative Percent
easy	1	5.9	5.9	5.9
easier	1	5.9	5.9	11.8
difficult	8	47.1	47.1	58.8
more difficult	7	41.2	41.2	100.0
Total	17	100.0	100.0	

Figure 4-8: shows the range of difficulty / easiness of translation from English into Arabic or vice versa

which -in your opinuon - to translating legal constructs (like these)from English into arabic or vice versa ?why doyou think
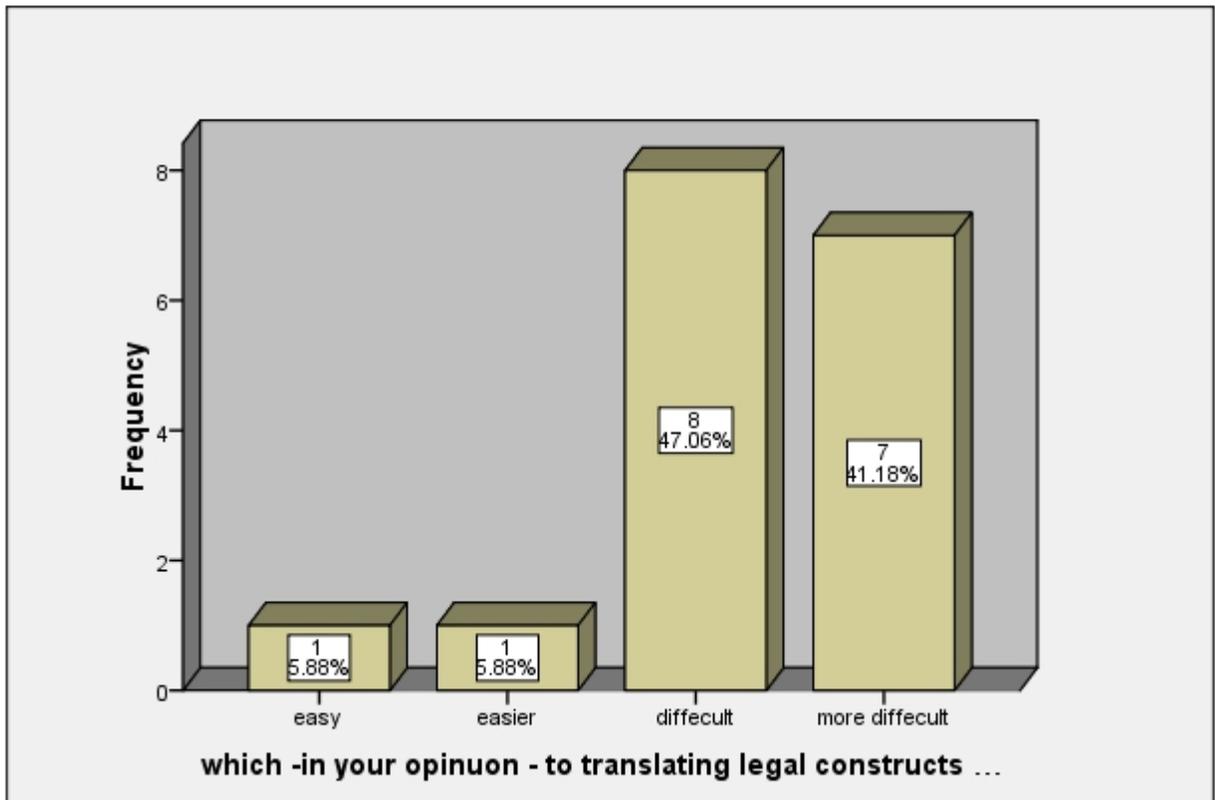
The responses of this question, that are shown in the table and the figure above, are represented by four columns reflecting the opinions of respondents in translating a text from Arabic language into English language: The first one represents those who think that it is easier to translate from English into Arabic .They

represent 5.88%.The second one, as the first one represent 5.88% i. e. those who find it easier to translate from English into Arabic language .The third column represents those who think it is difficult to translate from Arabic into English they represent 47.06%.   The last column represents those who find it more difficult to translate from Arabic into English that shows 41.18%. Those who see that translation from Arabic into English is difficult represent the major group.

To conclude, there are three legal texts that are extracted from the oil contracts to be translated into Arabic, the first one is 'article 3' under the title: 'Objective of the Agreement'. The second is entitled 'The nature of the relationship between the parties'. The last one is 'Duration of the agreement'. There is also a Questionnaire of five questions that ask respondents to define and give some information about translation in general, and some ideas of legal translation. Seventeen university staff members have participated in performing the tasks in both the translating task and in the Questionnaire. The data that is collected through these two tools is analyzed and dealt with in chapter five, the final chapter.

Chapter V

Conclusion

5-1-Introduction:

To conclude, this, in my opinion is an important study, dealing with both legal translation and legal contracts. It has come across different types of valuable data concerning translation and the linguistic branches that are closely related to it .The information collected would create a good atmosphere for discussing and analyzing the content of the contracts dealt with in this research.

This type of study is not an easy matter to carry out and find the data easily not everyone can do this type of research without a lot of efforts that need time and energy as well. It is carried out, sometimes, painfully, so as to trace every aspect of this newly

investigated area i. e. legal contract and petrol industry. It is something that has come into being only recently.

This research, to the best of my knowledge, is new. It may be the first research that deals with oil contracts in the field of linguistics in Sudan. Research in oil contract, generally, has taken place recently. It investigates the linguistic problems of translation of oil contracts like these, when translated or interpreted. There is definition of oil contracts, and their types (see p.76). Therefore, the study aims at explaining the linguistic features within this type of contract, so as to explore the errors and the problems when translating them and then find some solutions through linguistic and style levels. There are also the cultural differences and variations in both the source language and the target one, such as the religion, habits, traditions, cultural background, unnatural phenomena, and other features.

In addition to these there are the definitions and the types of translation as well (see p.p.16-26). Translation is the interpreting of the meaning of a text that is the equivalent in the target text .But when practiced by relatively bilingual individuals, especially when by those with limited proficiency in one or both languages; there is a risk of spilling-over of idioms and usages from the source language into the target language. On the other hand, inter-linguistic *spillages* have also served the useful purpose of

importing *calques* and loanwords from a source language into a target language that had previously lacked a concept or a convenient expression for the concept. Translators and interpreters, professional as well as amateur, have thus played an important role in the evolution of languages and cultures.

Translation or interpretation is an intellectual activity that involves facilitating the language people communicate with, either simultaneously or consecutively, between two or more speakers who are not speaking, or writing, the same language to communicate the same message. The criteria that are usually used to investigate and judge the faithfulness of a translation vary according to the subject, the precision of the original contents, the type, function and use of the text, its literary qualities, its social or historical context, and so forth.

 In legal translation, the matter orients mostly towards the preservation of the message contained in the text rather than rendering it effectively in the target language. The concept is that what is needed to be achieved rather than seeking any other message that is contained in the text. The language rules are the frames in which the opinions and the ideas are structured in meaningful sentences. In addition to that there are the translators' talents and skills, their style, and the background culture which distinguishes the different translations of the same text.

Translation problems can be divided into linguistic problems and cultural problems: the linguistic problems include grammatical differences, lexical and meaning ambiguity; the cultural problems refer to different situational features. This classification emerges and identifies six main problems in translating from Arabic into English; they are lexicon, morphology, syntax, textual differences, rhetorical differences, and pragmatic factors. Another level of difficulty in which the translator falls is that when it is impossible to find an equivalent for a word or term due to culture or so. This constitutes another major problem that faces translators.

There is a matter of wondering about the possible role of the target culture content as a motivating variable in enhancing or hindering the attainment of linguistic, communicative and, more importantly, cultural objectives of the Language. What emphasizes this is notion when pointing out the importance of paying attention to the translation of irony in the source language context. It is clear that this will not only transfer the features of the language translated but also its cultural characteristics. The nature of law and legal language as well contributes to the complexity and difficulty in legal translation.

There are complications arising from crossing two languages, and the legal system itself in translation , specifically , has its own

difficulties. The sources of legal translation difficulty include systematic differences in law, linguistic differences, and cultural differences.

5-2-The Findings:

The research investigates the problems in these translated texts (T.T.) from linguistic point of view in legal translation .In these texts , there, the researcher picked up problems in:

 a-The choice of the words.

 b-The incorrect of the semantic use of the words.

c-The syntactic and the morphological structure.

 d-The style.

  e-Cultural variation problems.

Here are three main definitions given in the questionnaire which the study put forward as an output:

1-Translation is conveying lexical and semantic aspect from one source language into another target language, i. e. from one into another.

2-Translation is expressing content that is found in one language into another language.

3-Translation is to transfer meaning from one language into another language.

The specimen who tried the translation, agree that it is more difficult to translate a legal text than any other type of texts. The most problematic areas that exist, are in the legal terms, the knowledge of the legal language, the lexical, and the meaning of the words.

In the case of translating from one language into another, most of the subjects of the sample find it easy to translate from English into Arabic but there are few of them who find it easier to translate from English into Arabic language .One group says that it is difficult to translate from Arabic into English. The last group sees that it is more difficult to translate from Arabic into English. These problems are due to:

 a-The native language tongue.

b- General information knowledge.

 c-The skills of good translation.

d-There are some linguistic problems which are due to the weak linguistic knowledge of both the source and the target languages (see chapter 3).

The study questions and their answers :

a-What types of problems are there in translating a legal text?

There are linguistic, stylistic, and cultural problems.

b-Are there any differences in translating oil contract text rather than translating any other types of text?

There are differences when we translate a text of oil contract as the language is legal which is complex and the terms are not easy except for the experts.

The study ensure that all the hypotheses are true:

1- The choice of words in translating oil contract text is difficult.

2-It is easier to translate from native speaking tongue into other languages.

3-The culture interferes in translating any text.

5-3-Suggestions for further studies:

This research has identified a lot of difficulties as mentioned before. Some of the areas need to be studied further than what is dealt with in this study; such as giving more information about contracts and legal translation concerning the topic under investigation. More efforts in this area are required in researches

and studies about the style and linguistic features that are found in both source and target languages.

The contract of such type, i.e. the legal contracts of oil need to be studied in different ways within the field of linguistics.

5-4-Recommendations:

Finally as the study has seen from the translation of the target texts of the task and also from the answers of the questionnaire that the language of translation used is very weak and even clumsy. Consequently, such staffs need training and schools for practicing and adding more about different varieties of the source language.

There are different steps and strategies that can be adopted in translating such texts which can be as follows:

1-Reading and understanding the text so as to translate it in the best way before the translation process.

2- Reading, having knowledge of the objectives and the main ideas, and being aware of different meanings.

3- Reading, understanding, revising, and finalizing

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2- Web Sites:

1-English Morphlogy,
http://angli02.kgw.tu-berlin.de/html/morpholo.html/
TU Berlin, Institute for Language and Communication, English Morphology.

2-Edward Fitz Gerald, Wikipedia, the free encyclopedia, navigation search, 2011.

3-Roman Jakobson, On Linguistic Aspects of Translation,(1959), Wikipedia, the free encyclopedia.

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5-William Tyndale, The New Testament, 1525-1526, on line (2003-2005), ('go-spelling', faithofgod.net/TyNT/.)

6.Words in English: Latin and Greek Morphology Words in English
http://www.ruf.rice.edu/~kemmer/Words/classmorph.html
Rice University (Houston, Texas), Classical Morphology: Noun and Verb Classes

Appendices

1-The Questionnaire and the Translation task (Test):

1-1- The Test:

The Following are some extracts from the oil contracts that the research concerned with, which the researcher deals with:

We need to translate into Arabic language. We'll be grateful to receive your help in translating them (You can translate all or some of them):

Article 3

(Objective of the agreement)

The objective of this agreement is the definition, in accordance with law No. 10/04 of 12 November 2004, and other applicable legislation, of the contractual relationship in the form of the production Sharing Agreement between Sonangol and Contractor Group for carrying out the petroleum operations.

Article 4

(Nature of the relationship between the parties)

This Agreement shall not be construed as creating between the parties any entity with a separate juridical personality, a corporation, or a civil society, a joint venture or even a partnership ("conta em participacao").

Article 5

(Duration of the Agreement)

1- This agreement shall continue to be in force until the end of the last production period or, in case there is no production in the contract area, until the end of the exploration period, unless prior to that date anything occurs that in the terms of the law or the applicable provisions of the agreement or the law constitutes cause for its termination or for termination of the concession.

2- The extension of the exploration periods referred to in the preceding paragraph beyond the terms provided for in Article 6 and 7 respectively shall be submitted by Sonangol to the Government under Article 12 of the petroleum Activities Law.

After you finish your translation, please respond to the questionnaire below.

1-2-Questionnaire

Translator'name:

_____

___

Ministry/ Department:

_____

___

Field of translation:

_____

___

_____

___

Texts (Articles) attempted:

_____

_____

_____

_____

_____

_____

_____

_____

No doubt there were some problems that faced you while translating the above materials . For the sake of the present study, we hope that you help us by answering the following: (You can answer in English or Arabic as convenient to you)

1-From your own point of view define translation

_____

_____

_____

_____

_____

2-Are there any differences between translating legal texts and other types of texts, i. e. scientific or literary text?

_____

_____

_____

_____

_____

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3-What kind of problems that faced you translating these texts (contracts).

_____

_____

_____

_____

_____

4. Mention some of the steps or strategies you followed in translating these texts?

_____

_____

_____

_____

_____

_____

_____

_____

5- Which- in your opinion – is more difficult: to translate legal contracts (like these) from English into Arabic or vice versa? Why   do   you   think   so?

_____

_____

_____

_____

_____

_____

Thank you for your cooperation.

2-Some extracts of Oil Agreements from some of the African countries

(These are in the hard copy with their pages.)

(Each of these has different pages as mentioned above in the hard copy.)

2-1- Production Sharing Agreement Among SOCIEDADE NACIONAL DE COMBUSTIVEIS DE ANGOLA – EMPRESA PUBLICA (SONANGOL, E.P.)

2-2-   MODEL PRODUCTION SHARING AGREEMENT BETWEEN

THE GOVERNMENT OF THE UNITED REPUBLIC OFTANZANIA

ANDTANZANIA PETROLEUM DEVELOPMENT CORPORATION

AND ABC OIL COMPANY November 2004.

2-3- REPUBLIC OF NAMIBIA PETROLEUM AGREEMENT

BETWEEN THE GOVERNMENT OF THE REPUBLIC OF NAMIBIA AND (Insert Company name)

2-4- PRODUCTION SHARING CONTRACT AGREEMENT

BETWEEN THE REPUBLIC OF TRINIDAD AND TOBAGO

3-Some copies of the participants questionnaire and task   answers.

(They also have their pages in the hard copy.)