

THE TRANSLATABILITY OF ENGLISH LEGAL SENTENCES INTO ARABIC BY USING GOOGLE TRANSLATION

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ABSTRACT: *Legal translation is a type of translation for legal terms and documents from a source language (SL) into a target language (TL). Moreover, it is also a translation from one legal system into another. It involves all the legal texts that are used in different legal settings; in courts, legal reports, contracts, etc. This paper aimed at examining the translatability of Google Translation (GT) for a test of six English Legal Articles or sentences (ELAs) into Arabic. For the validity of the Articles, they were translated into Arabic by two professionals at the Jordanian universities. These ELAs were entered into Google to be translated into Arabic. Qualitative analysis was placed to investigate the translatability of GT for legal sentences in comparing with human translation. In the light of the results a number of recommendations and suggestions for further research were set up.*

KEYWORDS: Legal translation, Google translation GT, English Legal Articles ELAs.

INTRODUCTION

Translation currently has its own strategies. It deals with various types for specific purposes such as technical translation, literary translation, and legal translation and machine translation that are the focus of this study.

Machine Translation

Machine Translation (MT) has been defined by Chalabi (2001) as the process that utilizes computer software to translate text from one natural language to another. This definition involves accounting for the grammatical structure of each language and using their rules to be translated from the source language (SL) into the target language (TL). Trujillo (1999) says that MT is the area of information technology and applied linguistics dealing with the translation of human languages. He adds that MT has been grown up as a result of globalization and expanding of trade. It has been applied to increase and improve the speed of translation, and to reduce translation's cost.

The current MT system facilitates to understand the English textual sentences clearly by generating the precise corresponding Arabic language. To help in simplifying the Arab communication with other countries, most of the researchers in Arabic MT focus on translation between English and Arabic.

Ibrahim (1991) discusses the problem of the English-Arabic translation of the embedded idioms and proverb expressions in the English sentences. Rafea et al. (1992), Mokhtar (2000), and Pease *et al.* (1996) develop an English-Arabic MT system. Rafea et al focus on translating a sentence from the domain of the political news of the Middle East, while Mokhtar focuses on

applying abstracts from the field of Artificial Intelligence. Pease *et al.* (1996) focus on translating medical texts from English to Arabic. On the other hand, El-Desouki *et al.* (1996) discussed the necessity of modular programming for English-Arabic MT. Similarly, Maalej (1994) discussed the MT of English nominal compounds into Arabic that has been motivated by their frequent occurrence in referring and naming in all text-types.

On the contrary, little work has been done in developing Arabic-English MT systems. Few researchers have dealt with MT such as (Al Barhamtoshy, 1995; Shaalan, 2000; Chalabi, 2001; Othman *et al.* 2003). They develop tools and a method for Arabic-English MT. Al Barhamtoshy proposes a translation method for compound verbs, while Shaalan focuses on translating the Arabic interrogative sentence into English. Chalabi (2001) developed an engine of Arabic-English MT for the purposes of searching through the Internet using the Arabic language. Othman *et al.* (2003) developed an effective chart parser that will be used for translating Arabic sentences.

However, most of the previous work has focused just on developing tools, charts, and methods that guide users for using MT systems. This help in getting more information about MT. Although this is useful information and helps in the continuous improvement of MT systems, MT researches often try to add new information about their systems. In spite of these improvements, researchers do not know the strengths of their systems and the situations of committing errors when translating between English and Arabic languages. Similarly, there is a rare empirical and practical researches dealing with applying MT in the Arab countries. In addition, testing and examining its translation are ignored except a number of studies scattering here and there, e.g., Alawneh. *et al* (2008) and Habash *et al* (2010).

Alawneh. *et al* (2008) carries out a paper that presents English to Arabic approach for translating well-structured English sentences into well-structured Arabic sentences, using a Grammar-based and example-translation techniques to handle the problems of ordering and agreement. This approach has a number of advantages. The first advantage is a hybrid-based approach combined advantages of rule-based (RBMT) with advantages example-based (EBMT). The second advantage for this approach is to apply on some other languages with minor modifications.

Habash *et al* (2010) conduct a study for the challenges that raised by Arabic verb and subject detection and reordering in Statistical Machine Translation (SMT). They found that it is difficult to translate post-verbal subject (VS) constructions from Arabic into English. They have ambiguous reordering patterns because of the difficulty of detecting the boundaries of VS constructions precisely. To improve MT, the strategy was adopted in reordering the constructions of VS into pre-verbal subject (SV).

Legal Translation

Garzone (2000) indicates that researchers have described legal translation as a category in its specific. This is mainly due to the complexity of legal discourse that combines two extremes: a) the originality of the literary language that is used for the interpretation of ambiguous meanings, and b) the terminological precision of specialized translation. In this context, Chromá (2004) points that the translation of legal texts requires particular attention as it consist primarily of abstract terms. These terms are deeply and firmly rooted in the domestic culture and intellectual tradition. Consequently, it entails the transfer between two different legal systems with their own unique system of referencing.

The legal language is the only language, which combines between originality and creativity. Sometimes it adheres the words that immigrate from language such as ancient legal terms. Alcaraz & Brian (2002) say that using Archaism (old term) is done in purpose. The reason behind this is to give a flavor of formality to the language to which they belong. Tiersma (1999) states that "legal language often strives toward great formality; it naturally gravitates towards archaic language" (p. 95). Some lawyers prefer to use traditional terms instead of new ones. For example, they use *inquire* instead of *ask* "يسأل", *peruse* rather than *read* "يقرأ", *forthwith* in place of *at once* "حالا" etc.

There exist also some archaic adverbs, they are actually a mixture of words, using a compound words in the legal documents to give new meaning, e.g., *herein* "في هذا الموضوع مثلا", *hereto* "بهذه الوثيقة", *hereinafter* "المشار اليه فيما بعد", *therein* "في هذا المكان او هنالك مثلا", *thereto* "علاوة", *thereof* "على ذلك", *thereafter* "من الآن وصاعدا". For more clarification, here are a number of examples in conjunction with their Arabic translations:

- a. The bank or any affiliate *thereof* البنك أو أى فرع له
- b. Annexes attached *hereto* shall be deemed an integral part *hereof*

تعتبر الملاحق المرفقة بهذا العقد جزء لا يتجزأ من هذا العقد

- c. Mr. Ahmad *hereinafter* referred to as

السيد أحمد المشار اليه فيما بعد في هذه الوثيقة باسم

On the other side, sometimes legal language precedes the ordinary language in creating modern vocabularies and terminology. It keeps up with the spirit of the time, putting itself in the foreground and the vanguard. These vocabularies give the law the ability to deal with new situations within legal developments. These words entered into the global dictionaries such as the English term *Zoning* rather than **the administrative divisions of the regions** "التقسيمات الإدارية للمناطق", *Asylees* instead of **demanded political asylum** "طالبوا اللجوء", and the term *Escapees* which means **Runaways** "الهاربون". This renewal in the legal language will inevitably contribute to bridge the linguistic gap that suffered by the English of those terms.

Types of Legal Translation

In legal translation, many scholars concentrate on a technique of functional equivalence. It is described by Newmark (1988) as a procedure that occupies the universal area between the SL and the TL. He also recommends the use of functional equivalence for the purpose of the official translation because it makes the Target Text (TT) both comprehensible to the target reader and faithful to the original Source Text (ST).

Harvey (2002) indicates that linguistics experts such as (Newmark 1981; Trosborg 1994; Sarcevic 1997, 2000, 2003) have suggested a number of classifications to define the types of legal translation. These types seem to derive from their function. Accordingly, Trosborg (1994:312) classifies the texts of contracts into three types: directive, commissive and constitutive that cannot be translated literally. She continues, "the word constitutive is used to denote sentences used to explain or define expressions and terms in the contract or to supply

information concerning the application of the statute." This quotation is underpinned by Harvey (2002) and Sarcevic (2000) who indicates that legal text is mostly informative and a special text, it provides the reader with some information. Sarcevic adds an expressive classification for the legal text. Hence, a legal text would fall under informative texts category. Previously, Sarcevic (1997) maintains that their main function is normative or regularly since they usually prescribe how people should or should not behave through the use of the imperative. Newmark (1981) meets Sarcevic models in her classification, Newmark categories three text types according to the oddness of legal text function. These three types are matching a text function, informative, expressive and evocative or operative. This is the case of laws and regulations, contracts, codes, treaties and conventions, in other words documentary sources of law. Sarcevic (1997) notes;

Legal texts may be divided into regulatory and informative, prescriptive and descriptive. The first group includes the first documents that come to our minds when speaking about legal texts: legislative texts, that is to say "regulatory instruments containing rules of conduct or norms" (p:11),

Sarcevic (2000) says that the right translation strategy is the one that could differentiate between literary and non-literary texts. Legal texts was classified as non-literary text, it needs neither creativity nor hermeneutics in translation. It is currently known as special-purpose texts. She categorizes the functional equivalence in legal texts into three group or levels: Near-Equivalence (NE), Partial Equivalence (PE) and Non-Equivalence (NoE).

Hatim, Buckley and Shunnaq (1995) engage themselves with translating legal texts and their model, without stepping in the field of legal translation theory. Farghal and Shunnaq (1999) maintain that errors in translating of a legal sentence in any contract could have a terrible consequence. They add that a number of considerations should be taken into account when translating the legal text. The focus of thought is on the system of culture's law in the SL and its suitability for the translated legal text in the TL. At its simplest level, it deals with the translation of legal documents such as rules and contracts. They continue, **legal translation** is one of the complicated translations. It needs a professional consideration as it depends on the law's culture of the two languages. Any legal translator should have an outstanding of the two cultures. Thus, in order to simplify the difficulty in legal translation between Arabic-English, academic research ought to be encouraged to face the challenge of this complicated translation, and to shed light on the markedly sensitive nature of legal texts.

Farghal and Shunnaq (1999) carry out a study that focused on the problematic areas in translating UN legal documents as encountered by MA translation students at Yarmouk University in their comprehensive examination. According to them, these areas fall into three categories: syntax related problems, layout-related problems, and tenor-related problems. Similarly, Abu-Ghazal (1996) outlined a number of syntactic and semantic 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 facing translators in general and MA students in particular. He concluded that such students should be exposed to intense training in legal translation before practicing it as a career.

Trosborg (1994) and Garzone (2000) discuss the meaning of verb forms in legal speech acts in a translation perspective. Trosborg (1994) argues that the modal verb *shall* has an imperative meaning in the legal English language, while Garzone (2000) points that this modal may

alternatively have a performative meaning in legal texts depending on the context. Garzone emphasizes the significance of pragmatic considerations in settling on the right translation strategy to adopt. Fakhouri (2008) meets Garzone in conducting a study aims at showing the role of pragmatic and functional considerations in legal translation. For carrying out the study, she chooses a group of graduate students studying applied Linguistics and Translation at An-Najah National University. She used a "Power of Attorney" text to be translated twice by the students from English into Arabic; once as a part of a Legal thriller novel and another as a classified newspaper advertisement. The study has shown that the application of pragmatic and functional perspectives to legal translation can provide valuable insights to the translator, reinforcing the premise that legal translation is essentially an act of communication..

The Problem of the Study

Regarding the researcher knowledge in using technological devices, MT is suitable for translating technical terms and expressions, e.g., scientific, legal, medical..etc, between English and Arabic languages. Unfortunately, no more comparative studies between MT and human translation have been carried out. In particular, testing and examining Google translation for English-Arabic languages have not been given sufficient attention. The lack of studies regarding GT between the two languages encourages the researcher to delve into this rare subject. He found it is an obligatory requisite to investigate the translatability of GT, mainly from English into Arabic. The present study may shed light on the extent of Google translatability. Consequently, the gap of ignoring this kind of research will be bridged.

Objectives of the Study

The foremost purpose of this study is to shed light on Google Translation (GT) translatability for English legal articles (sentences). It also aimed at analyzing errors committed by GT when translating from English into Arabic

Questions of the Study

To be more specific, the study seeks to answer the following question:

To What extent does the correctness of translatability of Google in translating English legal sentences into Arabic?

The Limitations of the Study

The study is an initial step in investigating and examining for legal translations by using Google. This study is limited to translating a number of legal articles from English into Arabic. The test is limited to six English legal sentences to be translated into Arabic only, it is also limited to GT as one kind of MT and its problems, e.g., archaic terms, and passivization and a modal as *shall*. Finally, the absenteeism of previous studies as such is the major limitation of this study.

METHODOLOGY

This research adopts Šarčević (2000) functional equivalence that can be categorized into three levels: near-equivalence, partial equivalence and non-equivalence.

a) *Near-equivalence* (NE) occurs when legal concepts of the two languages, e.g., English-Arabic share most of their primary and subsidiary characteristics or are the same, which is very rare. For example, the English legal expressions *Civil Code* “القانون المدني”, and *Power of Attorney* “وكالة عامة” have the same meaning in English and Arabic.

b) *Partial equivalence* (PE) occurs when the English-Arabic legal concepts are quite similar, and the differences can be clarified, e.g. by lexical expansion. For example, *commercial practice* “العرف التجاري” that has another rendering in Arabic “الممارسة التجارية”, *judicial interpretation* “الاجتهاد القضائي” that has another rendering in Arabic for interpretation as “التفسير القضائي”

c) *Non-equivalence* (NoE) occurs when only few or none of the important aspects of English-Arabic legal concepts correspond or if there is no functional equivalent in the target legal system for a specific ST concept. For examples, the Islamic terms and concepts such as **Al Ethm** الاثم, **Fatwa** فتوى that mean in English *Sin* and *Verdict* respectively. The English terms *Home Office* means “وزارة الداخلية” *the Ministry of the Interior*. To achieve the purposes of this study, the following methods were used:

Data Collection

For collecting data, the researcher used a test which consists of six English Legal Articles (ELAs). These ELAs were taken from the internet "Legal translation 'Arabic-English' by Ayman Alseba'y". To achieve the validity of the test, the researcher adopted "committee translation". Two legal professional were chosen from the Departments of Translation at “Yarmouk and Jordanian University” in Jordan. They were asked to translate the ELA into Arabic. Discussion was made to gloss over any differences that may arise during the translation process. Their comments were taken into consideration, followed by approving the final version of Professional Translation (PT) and its suitability for comparing with the translation of Google, as in Appendix. For investigating the translatability of GT, the ELAs were translated by Google into Arabic. The translation of articles (sentences) were printed and analyzed following Šarčević (2000) framework. Table (1) shows the criteria adopted for checking up the translatability of GT into Arabic.

Table (1): The Criteria of Translatability of English Article into Arabic

Google Translation		
Excellent	Good	Fair
(NE)	(PE)	(NoE)

It is obvious that when the GT's for ELAs is similar to that of the professional's, and the meaning in Arabic are correct, the translation of the articles set up within the "excellent" or NE level. When all the equivalents of legal lexical terms within the articles are correct, but the connotation is deviated from the Arabic meaning, this level is evaluated as "good" or PE. If the translation of the legal lexical terms within the sentences is partially correct, and the meaning in Arabic is nearly right, GT will be within the "fair" or NoE level. Finally, some common errors were investigated taken into his consideration the sentences that have many errors, while other sentences with fewer errors were left.

Research's Variables

Regarding the variables, this study will deal with the following:

- Independent variable in this study is believed to cause, influence or lead to variation in the dependent variable, e.g., the technical system of GT used by Google.
- Dependent variable is the level of GT for English legal articles into Arabic.

Data Analysis

The researcher adopted the qualitative analysis; the researcher analyzed the Arabic GT for the English articles, following the previous criteria in detail. The correct translation for every English article was indicated during the analysis. Justifications for GT errors were clarified from the researcher's viewpoint.

FINDINGS AND DISCUSSIONS

Legal discourse in English as Farqhal and Shunnaq (1992) say is characterized by the excessive use of long and complicated sentences. Similarly, Arabic legal sentences are long and complex. In fact, this lengthy causes difficulties in translation between English-Arabic languages. For achieving the purpose of this paper, six ELAs were chosen; they were translated by Google into Arabic. As for a sentence with a complex structure, the researcher divided it into clauses to simplify the difficulty in checking their translatability. The following tables (2, 3, 4, 5, 6, 7) show the translation of GT and professional's. They were analyzed and investigated as follows:

Firstly, the English article "*No one shall be presumed guilty of a criminal offence before a judgment of conviction has entered into force with regard to him or her*" was translated by GT as in Table 2.

Table 2: The Comparative between GT and PT for the first ELA (sentence)

ELA	Google Translation	Professional Translation
<i>No one shall be presumed guilty of a criminal offence</i>	يجب افتراض إدانة أي شخص بارتكاب جريمة جنائية	لا يجوز افتراض إدانة أي شخص بارتكاب جريمة جنائية
<i>before a judgment of conviction has entered into force with regard to him or her</i>	قبل قد دخلت حكم الإدانة حيز النفاذ فيما يتعلق له أو لها	ما قبل نفاذ حكم الإدانة في حقه

The translation of GT is incorrect. The machine gives an opposite meaning for the first phrase *No one shall be presumed* "يجب افتراض إدانة" as an antonym, while the correct translation in Arabic is "لا يجوز افتراض إدانة". The auxiliary *shall* is translated improperly as "يجب", while the correct Arabic rendering here is "لا يجوز". The risk here is in jeopardizing the meaning of the whole legal sentence. In the second part, it was translated literally by GT without giving any correct meaning. The legal expression *enter into force* "يبدأ سريان نفاذه" or "نفاذ" only translated by Google *حيز النفاذ*, it is a correct translation, but the literally translation for English sentence adds the Arabic terms *قبل قد دخلت* for *has entered*. In Arabic, it is only arranged word by word. In

spite of the correctness of translating the legal expressions, GT looks strange and not clear. Thus, this translation is in PE level.

Secondly, the English legal article “*It is the case when somebody gives authority to another to act, in his name as his agent*” was translated by GT as shown in table 3.

Table 3: The Comparative between GT and PT for the second ELA (sentence)

ELA	Google Translation	Professional Translation
<i>It is the case when somebody gives authority to another</i>	هو الحال عندما يعطي شخص السلطة لشخص آخر	أنها الحالة التي يمنح فيها شخص السلطة لشخص آخر
<i>to act in his name as his agent</i>	للتصرف في اسمه وكيله	للتصرف باسمه وكيله

The translation of Google for this sentence is in NE level; it gives the same meaning in Arabic except for the Arabic preposition "ك" for the English word *as*. The back translation by Google to English is “*It is the case that when somebody gives authority to another person to act in his name كوكيله Kawakeelo*. Although, the Arabic word “كوكيله” *as his agent* remained in Arabic shape, but it has a number of renderings for a single Arabic كوكيله, e.g., *agent, representative, dealing with..etc*. Words and phrases may be typically understood, but when entering the legal field, everything adopts a different weight and meaning. They follow more firm and obligatory rules.

Thirdly, the English article “*If a provision is not included therein, then reference shall be made to the Civil Code, otherwise provisions of commercial practice, and guidance by judicial, jurisprudent interpretation and equality principles shall be applied*” was translated by GT as shown in table 4.

Table 4: The Comparative between GT and PT for the third ELA (sentence)

ELA	Google Translation	Professional Translation
<i>If a provision is not included therein, then reference shall be made to the Civil Code</i>	إذا لم يتم تضمين حكم فيه، ثم يتم الإشارة إلى القانون المدني	فإن لم يوجد فيه حكم يتناول هذا الأمر يرجع إلى القانون المدني
<i>otherwise provisions of commercial practice, and guidance by judicial, jurisprudent interpretation and equality principles shall be applied</i>	وإلا تطبق أحكام الممارسة التجارية، والتوجيه من قبل القضائية و الفقهية ومبادئ المساواة	و إلا تطبق أحكام العرف التجاري و الاسترشاد بالاجتهادات القضائية و الفقهية ومبادئ المساواة

Here, it is a conditional sentence; the use of *if* in the first part of the sentence causes a difficulty in legal translation. It was translated literally that made GT vague and did not follow the specific grammatical rules in Arabic. The first phrase was translated by GT literally. In this phrase, the English phrase *then reference shall be made* was translated as “ثم يتم الإشارة إلى”، here it is ok, but it causes ambiguity to the meaning, while the better translation in Arabic is as

the case in the passive voice “يرجع الى”، it could be written without passive such as “يرجع الى”.

In the second phrase, GT used the expression “الممارسة التجارية” instead of “العرف التجاري” for the English legal expression *commercial practice*. The problem here is within Technical and General Words as ممارسة instead of عرف, and توجيه in place of “استرشاد”. Moreover, GT deleted the Arabic rendering for the word *interpretation* that means “الاجتهادات” that causes a strange meaning for the second part of the sentence. It was translated literally such “والتوجيه من قبل” “الاسترشاد بالاجتهادات القضائية و الفقهية”, while the correct translation is “الاسترشاد بالاجتهادات القضائية و الفقهية”. Here, the reader does not know what the Arabic expression “القضائية و الفقهية” means; GT deleted the main word *interpretations* اجتهادات from the Arabic sentence adds a syntactic complexity. The translatability here is partial because a number of terms have more than one rendering in Arabic, e.g., the term *practice* in legal Arabic has another rendering as “ممارسة”, while it has a number of meaning according to the kind of sentence in Arabic, e.g., , تدريب , ممارسة , عادة , خبرة , تمرين. The word *interpretation* has the legal rendering in Arabic as اجتهادات or illegal rendering such as تأويل, تفسير, ترجمة .

Fourthly, the English legal article “*Every fault which causes damage to another obliges that who has committed this fault to repair it*” was translated by GT as in table 5.

Table 5: The Comparative between GT and PT for the fourth ELA (sentence)

ELA	Google Translation	Professional Translation
<i>Every fault which causes damage to another obliges that who has committed this fault to repair it</i>	كل خطأ الذي يسبب الضرر تلتزم لآخر أن الذي ارتكب هذا الخطأ إلى إصلاحه	كل خطأ يسبب ضررا للغير يلزم من ارتكبه بالتعويض

From GT above, the English sentence was translated literally. It does not give a clear meaning in Arabic. It means that GT does not follow the Arabic rules and subject verb agreement VSO in Arabic. It gives the Arabic rendering without a useful meaning, full of repetition for the word *fault* “خطأ”. The repetition here makes the translation funny and strange. Thus, GT here is within partially equivalence as the equivalents of legal lexical terms within the articles are correct. The reader may understand the indication of the Arabic translation, but the meaning is deviated from the Arabic sense. And, again, I am not referring to words only, which obviously differ from one language to the other, but to patterns and rules, unique to every language. Hence, the level of GT here is evaluated as "good" or PE

The fifth English sentence “*So long as the Loan Agreement is in effect, the warranties herein shall be true and correct*” was translated by GT as shown in Table 6.

Table 6: The Comparative between GT and PT for the fifth ELA (sentence)

ELA	Google Translation	Professional Translation
<i>So long as the Loan Agreement is in effect</i>	طالما أن اتفاقية القرض هي في واقع الأمر	طالما ان إتفاقية القرض سارية المفعول
<i>the warranties herein shall be true and correct</i>	أن الضمانات هنا يجب أن تكون حقيقية وصحيحة	فإن الضمانات الواردة في هذا الإتفاق صحيحة

As already pointed out in the previous legal sentence, GT gives the Arabic rendering for *in effect* is “في واقع الأمر” or “في الواقع”, while legally, the correct translation is “سارية المفعول”. In spite of the correct translation, but the Arabic legal meaning is affected. As English and Arabic are two different languages with two laws. Needless to say, it should be certainly not spoken around one legal language but about a variety of legal languages, as there is no universal law, there is no universal legal language either. The second part of the English sentence *the warranties herein shall be true and correct* was translated by GT as “ان الضمانات هنا يجب أن تكون حقيقية وصحيحة”, they used the imperative Arabic rendering “يجب” for *shall* that is banned in Arabic legal translation. Legally, English favors the use of imperative *shall* for future and present tenses, whereas, Arabic discourse uses the present indicative. The correct translation by professionals for the polysemous words *true and correct* is *صحيحة* instead of *صحيحة وحقيقية*. Polysemy is a lexical problem in legal translation as the word *true* has many meaning in Arabic, thus, one suitable meaning is sufficient as ‘the best speech of what is less and indicative’. In this phrase, the archaic English adverb *herein* is “هنا”, while the most suitable Arabic rendering is “الواردة في هذا الإتفاق”. As a result, legal translator should know the meaning of such English expressions to be rendered into Arabic.

The sixth English article “*The contractor shall not assign the Contract or any part thereof, or benefit or interest therein, without the prior consent of the Employer*” was translated GT as shown in table 7.

Table 7: The Comparative between GT and PT for the sixth ELA (sentence)

ELA	Google Translation	Professional Translation
<i>The contractor shall not assign the Contract or any part thereof</i>	يجب على المقاول عدم تعيين العقد أو أي جزء منها	يتعهد المقاول بعدم التنازل عن العقد أو أي جزء منه
<i>or benefit or interest therein without the prior consent of the Employer</i>	أو منفعة أو مصلحة فيها دون موافقة مسبقة من صاحب العمل	أو أي منفعة أو مصلحة فيه بدون موافقة مسبقة من صاحب العمل

As previously mentioned, in the first phrase, the modal auxiliary *shall* was translated by GT as “يجب” instead of “يتعهد”. The English word *assign* was translated as “تعيين” that has many identical and non-identical meaning in Arabic, but this rendering does not meet the Arabic legal rendering “التنازل”. GT gives the meaning of the archaic word *thereof* as “منها” not “منه” for

the *contract*. These archaic words should be understood conceptually by Arabic legal translators rather than literally, they don't have direct equivalences, and hence they cause difficulty in translating legal texts into Arabic. It is incorrect also, as “منها” in Arabic is a feminine indication not a masculine one like the word *contract*. In the second part of the legal sentence, two juxtaposed words *benefit* and *interest* are used, their meaning in Arabic “منفعة أو مصلحة”. The two words have the same meaning that may cause a problem in translating legal texts between the two languages. GT for this ELA is in PE level as the translation of the English legal lexical terms within the sentences is partially correct, and the meaning in Arabic is nearly right.

Last but not least, GT for most of ELAs is partially correct with good level; it does not reach the excellent level. Although the meaning is understood, but the literally translation by Google causes a number of lexical problems such as archaic vocabulary (*thereof, therein, and herein*), and syntactic problems such as passivization (*is not included*) and modals (*shall*).

IMPLICATION TO RESEARCH AND PRACTICE

This study is the first attempt to study the translatability of GT at the national level. It highlights the role of technology in simplifying translation. This study is very important for scholars, educators, and decision makers. Its significance is derived from the current need of minimizing the time spent for any translation process. The result of this research is expected to give a significant background about MT and its problems in translating English articles into Arabic. It will benefit postgraduate students and scholars in carrying out similar research and studies. It is hoped that the results of this study may provide those who are with the future vision for teaching and learning, it is a helpful step to prepare remedial training.

RECOMMENDATIONS AND SUGGESTIONS FOR FUTURE RESEARCH

In the context of GT and legal translation, the researcher recommends for issuing textbooks titled ‘Online and Legal Translation’, focuses on active lessons to be taught as compulsory courses for English language students at all the Jordanian universities. It is also recommended for conducting training for the language of law at the university's level. Moreover, the researcher suggests the increasing of practical researches focusing on Legal language and its difficulties. In addition to analyzing the textbooks taught for English students at Jadara University in Jordan, it named ‘Legal Translation into Arabic’, and studying its effect in improving students' ability in translation.

CONCLUSION

Google translation shares a lot of features with any of MT. In general, the evaluation of GT is not fixed; it frequently enhances its systems by adding new languages and concepts. Using GT for translating English legal sentences into Arabic is a new trend in the field of empirical research. In this respect, six English legal sentences were validated, and entered into Google to be translated into Arabic.

The analysis of Google translation shows that translation for English legal sentences into Arabic is good with the level of partial equivalent. It poses a number of problems in translating the archaic English terms, in dealing with passive voice, and, as previously mentioned, in translating the modal shall. Although GT performance is never likely to reach the level of professionals, it can provide a quick translation for English-Arabic languages. While this study

has not managed to analyze more English legal sentences, the evaluation done has been indicative and suggestive. I hope that this study has made at least a small

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APPENDIX A**The Final Version of Professional Translation for ELAs**

ELA	Professional Translation
No one shall be presumed guilty of a criminal offence before a judgment of conviction has entered into force with regard to him or her	لا يجوز افتراض إدانة أي شخص بارتكاب جريمة ما قبل نفاذ حكم الإدانة في حقه
It is the case when somebody gives authority to another to act in his name as his agent	أنها الحالة التي يمنح فيها شخص السلطة لشخص آخر للتصرف باسمه كوكيله
If a provision is not included therein, then reference shall be made to the Civil Code, otherwise provisions of commercial practice, and guidance by judicial, jurisprudential interpretation and equality principles shall be applied	فإن لم يوجد فيه حكم يتناول هذا الأمر يرجع إلى القانون المدني و إلا فتطبق أحكام العرف التجاري و الاسترشاد بالاجتهادات القضائية و الفقهية ومبادئ المساواة
Every fault which causes damage to another obliges that who has committed this fault to repair it	كل خطأ يسبب ضرراً للغير يلزم من ارتكبه بالتعويض
So long as the Loan Agreement is in effect the warranties herein shall be true and correct	طالما ان إتفاقية القرض سارية المفعول فإن الضمانات الواردة في هذا الإتفاق صحيحة
The contractor shall not assign the Contract or any part thereof or benefit or interest therein without the prior consent of the Employer	يتعهد المقاول بعدم التنازل عن العقد أو أي جزء منه أو أي منفعة أو مصلحة فيه أو بموجبه بدون موافقة مسبقة من صاحب العمل