

## Complex Sentences in English Legislative Texts: Patterns and Translation Strategies

Abdul-Fattah Abu-Ssaydeh and Najib Jarad  
*University of Sharjah, UAE*

**Abstract:** *Of all the challenges a translator may encounter in the translation of English legislative texts, perhaps the greatest one lies in the rendition of syntactically complex sentences into the target language. In order to overcome such a challenge, the translator needs to be aware of three factors: the internal structure of the complex sentence, the relationship between a given constituent and its mobility in translation and, finally, the techniques typically used by experienced translators to reconstruct the sentence in the target language. To this end, the researchers endeavored to identify the most common elements in the complex sentence in English legislative writing. They attempted to decide, exemplify, and analyze cases where a correlation can be established between a given English grammatical constituent and the position(s) at which the constituent may be placed in the Arabic translated sentence. They also tried to determine the techniques the United Nations translators tend to use to reassemble the sentence in Arabic and consider the implications for translation pedagogy.*

**Keywords:** legislative texts, translation, complex sentences, translation pedagogy

### 1. Introduction

Perhaps no genre has been maligned for so long or so often as the English language of the law (or legal English). But, to be fair, legal English is the product of a complex set of historical, social, political, and cultural factors that have conspired to give it its present shape (Williams 2007: 30). To start with, it is the language of “a profession of words” (Mellinkoff 1963), the expression and the embodiment of rights people are entitled to and obligations they owe others, whether these be the state or individuals living under the same laws. And perhaps nothing needs to be as enshrined, explicit, precise and clear as the product we call “the law.” Yet, such precision and clarity have to be combined with a way of wording that is judiciously vague enough to allow for universal application.

Legislative texts, on their part, represent a sub-genre which, like any other sub-genre, exhibits its own idiosyncratic terms, syntactic patterns, stylistic features and “modes of expression” (Mellinkoff 1963: 3). It has words that it shares with other domains, its language is formal, and it frequently exasperates the reader through the use of archaic expressions, redundancy, verbosity, circumlocution and, to top it all, impossibly long, complex sentences. These “long complex sentences” follow a configuration that has been established over hundreds of years of common practice by the legal profession. In addition to its

length, the legislative sentence has acquired other syntactic features – frequent use of passive forms, subordination, conditionals, nominalization, prepositional phrases, case descriptions - which make its rendition in Arabic a fairly difficult task.

## **2. Objectives and significance of the study**

From the translator's perspective, most of the features listed above are not very problematic. Legal words can be handled through lexical equivalence, items used in specialized senses can be contextualized and interpreted correctly, and couplets have ready equivalents established by tradition and use. Even culture-specific words can be dealt with through a variety of strategies (see El Farahaty 2008; 2015 and Janulevičienė and Rackevičienė 2011). The major stumbling block that remains and continues to irk translators is the complex sentence. This paper will, therefore, focus on what is generally described as complex sentences in legislative writing. These are typically long sentences (complex and compound-complex sentences) characteristic of English legislative texts such as contracts, agreements, powers of attorney and laws. The paper will highlight the major components of the English legislative complex sentence and investigate how these various constituents are reassembled in the Arabic translations of the United Nations documents. The analysis will, furthermore, seek to establish if any connection can be observed between the type of grammatical category and the mobility that category shows in its placement within the boundaries of translated sentence. We shall conclude by discussing the findings, their relevance to translator training and the impact they may have on the style and structure of the Arabic legislative sentence.

## **3. Limitations of the study**

Since the scope of this paper is limited to the analysis of the legislative complex sentence in English and due to space restrictions and the myriad of constituents and examples the researchers are likely to encounter in the said sentence type, the paper will focus on certain representative syntactic features that are believed to be of relevance to the needs of the translator.

## **4. Literature review**

The syntax of the English legislative sentence, particularly embedding and coordination, was discussed by numerous researchers including Crystal and Davy (1969), Gustafsson (1983), Shuy and Larkin (1978), Sales (1977), Danet (1980), Damova (2007) and Bhatia (2013). This, in part, took the form of analyzing the syntactic patterns of the sentence as well as conducting quantitative analyses of the legislative sentence (Gustafsson 1975; Hiltunen 1984). Charrow and Charrow (1979) focused on certain forms of embedding in jury instructions and how difficult they were to understand. Syntactic discontinuities, another prominent feature of the legislative complex sentence, were examined by Bhatia (1994), Mackinlay (2004), Tessuto (2008) and Al-Dilaimy and Yousif (2013). We note in passing that subordination, as a

conspicuous syntactic feature of the legislative sentence, has received more attention than coordination. The logical explanation that can be given is the fact that subordination is more prominent in English and presents the Arab translator with a greater challenge in that particular type of sentence.

Complex sentences have attracted the attention of researchers who focused on their frequency in legal English and the average number of words likely to be found in them. According to Gustaffson (1975) and Hiltunen (2001), these sentences form around three-quarters of the sentences in legislative texts. Furthermore, adverbial clauses form one third and relative clauses half of the sentences examined (Tiersma 1999: 43). On the other hand, Hiltunen's (1984) study of legislative writing demonstrated that, on average, each sentence consisted of 6.74 clauses (quoted in Tiersma 1999: 56). Gustafsson's (1975: 27) study, furthermore, shows that the number of words in the British Courts Act of 1971 ranged between ten and 179 words, with an average of 55 words per sentence. Mellinkoff (1963) found a 600-word example, whereas Mattila (2006) claims to have stumbled upon a 120-page sentence. The average, however, is not that excessive: according to Hiltunen (1984), the length of the legal sentences he investigated averaged 79.2 words (quoted in Tiersma 1999: 56). Gotti (2011), on the other hand, claimed that the typical average length of sentences in legal texts tends to be approximately 45-55 words per sentence. Zinkevičiūtė (2014: 29) quoted a much lower figure in legal briefs (from 25-28). In another example analyzed by Bhatia (2013: 141), the length of one legal sentence ran up to 271 words.

A handful of serious papers produced mainly by Arab researchers focused on the translation of English and Arabic legal texts in general, including problems faced by Arab students in translating legal texts from English into Arabic (see Abu-Ghazal 1996; Farghal and Shunnaq 1992). Emery (1989) provided a comparison between the features of English and Arabic legal documentary texts, and Fakhouri (2008) investigated the importance of pragmatic considerations in legal translation. Alwazna (2014) provided an overview of translation theories used in legal translation and discussed the strategies used in Hooper's (1933) translation of three legal articles from Arabic into English. The focus, though, is on words and phrases rather than on syntax. El-Farahaty (2008) discussed the history of legal translation, translation as a process of transcoding between two legal systems and cultures, the major difficulties (including syntactic problems) faced by legal translators and the techniques they use to overcome them. The rest of the work in this field consists primarily of collections of English legal texts with their Arabic translations and a few remarks on legal terminology and style; privately published manuals that explain key issues in legal translation and scattered commentaries in private homepages, blogs and online chat rooms. However, the topic of the internal structure of the legislative complex sentence in English, its translation into Arabic, the correlation between the syntactic constituents and translation strategies employed have not, to the best of our knowledge, been researched thus far.

### **5. Reconstructing syntactically complex sentences in the Arabic translation**

When translating a legal text, the translator has to grapple with a host of issues: the translation procedures available to him/her; the uniqueness of legal texts as a genre; the disputed relevance of translation theory to legal translation; the syntactic and stylistic complexity of legal documents; the dearth of parallel corpora and, in normal circumstances, the need to show utmost fidelity to the source text (Alwazna 2014; Šarcevic 2000). Our position in this paper, however, is that the legislative source text must be conveyed in the target text faithfully, accurately and appropriately; the *skopos* or purpose of almost every single legal document the authors have encountered has been to produce a translation that would, for legal purposes, serve as a faithful and accurate equivalent of the source text.

Given that the complex sentence is one of the most salient features of legislative texts, it is surprising that it has not received the attention it merits in the literature. Among the very few works to address it is El-Farahaty (2008; 2015). In those works, El-Farahaty suggested that the translator should divide the complex sentence into its two major constituents: dependent and independent clauses. That accomplished, (s) he may then choose to adhere to the same grammatical pattern of the source language sentence (which, according to her, seems to be the common practice). However, the drawback of this technique, she adds, is that it will lead to ambiguity. Alternatively, the translator may focus on the content and give priority to the syntactic structures of the target language. To solve the problem of syntactic ambiguity, the translator is advised “to stick to the most common structures that have been famously used in dealing with similar syntactic difficulties,” and to “seek advice and search for genuine solutions rather than look for alternatives” (El-Farahaty 2008: 16). Inaccurate and vague as these statements are, they may typically be made by some translation instructors. Another suggestion which such instructors would frequently offer is the technique of breaking the long, complex sentence into shorter sentences then translating them.

But to what extent are these proposed techniques actually reflected or heeded in the practice of professional translators? To answer this question, the authors extracted from a UN parallel corpus a number of examples which, in their judgement, represented the distribution of the different constituents that make up the legislative complex sentence. These examples are available online as part of larger texts or as complete sentences in Reverso, a portal which provides contextualized legal translations of UN documents, among others.<sup>1</sup>

Syntactically, the complexity of the grammatical patterning of the sentence in legislative texts is reflected in the use of a multitude of smaller elements including the optional case descriptors (Bhatia 2013: 146), adverbial clauses, prepositional phrases, provisos, adjectival phrases, syntactic discontinuities and embedded clauses. Let us turn to these features, then, and examine how they were translated into Arabic by the UN team.



### 5.1. Case descriptors

Case descriptors are phrases and adverbial clauses placed at the beginning of the legislative provision. The rationale behind using such descriptors, according to Bhatia (2013: 201) is that because “very few legislative statements are of universal application, it is absolutely crucial for the writer to specify the kind of case description(s) to which the rule applies.” Bhatia added that “the provision will lose its essential nature” if it is not properly qualified.

Characteristically, case descriptors occur initially and are fundamentally mobile entities (the only exception being *whereas* + *clause*). Their role in the cognitive structure of the legislative sentence is to indicate the “conditions, case or contingencies to be satisfied there and which are required because the law is not of universal application” (Tessuto 2008:7). Grammatically, they include clauses (e.g. *if-/when-/while-/where-clauses*), prepositional phrases (*in order to* and *for the purposes of* +NP), the adjectival phrase *subject to*, provisos and *whereas* in the sense of “considering”. One of the reasons for placing them initially is that they reduce the complexity of the main clause which may already be cluttered by a myriad of other constituents. Now, if we examine their distribution in the corpus, we shall realize that their placement in the translated sentence varies quite significantly.

1. *Whereas+clause*: The analysis of the first fifty examples shows that this constituent regularly maintains its initial position in the translation, a syntactic feature which coheres with the legal style used in Arabic:

*Whereas the degree of involvement, if any, of prosecutors at the investigative stage varies from one jurisdiction to another;*

وحيث أن مقدار مشاركة أعضاء النيابة العامة، إن وجدت، في مرحلة التحقيق يختلف بين ولاية قضائية وأخرى؛

2. *For the purposes of* tends to maintain its position in the vast majority of cases: of thirty two examples tested, twenty-nine staid in the initial position while three moved to another point in the structure:

i. *For the purposes of the present Covenant, a child means every human being who, according to the law applicable to him/her, has not attained maturity.*

لأغراض هذا العهد، يعني الطفل كل إنسان لم يبلغ سن الرشد وفقا للقانون المطبق عليه

ii. *For the purposes of this report, the United Nations system is defined as the 37 entities that reported funding for operational activities for development, including humanitarian and environmental activities.*

تُعرّف منظومة الأمم المتحدة، لأغراض هذا التقرير، على أنها الكيانات السبعة والثلاثين التي أفادت عن تلقيها تمويلا لأغراض الأنشطة التنفيذية من أجل التنمية، بما في ذلك الأنشطة الإنسانية والبيئية

3. The analysis of the subordinating conjunction *in order to* shows slightly more freedom in the placement of the Arabic equivalent: of sixty initial occurrences, it was found that fifty examples stayed in the same position compared to ten that shifted to another slot in the structure:

i. *In order to benefit from trade, they needed a more equitable and development-oriented multilateral trading system.*

ولكى تنتفع تلك البلدان من التجارة، فهي تحتاج إلى نظام تجاري متعدد الأطراف ذي توجه إنمائي وعدالة أكبر.

ii. *In order to expedite its work, the Assembly may wish to consider the provisional agenda directly in plenary meeting without referring it to the General Committee.*

وقد ترغب الجمعية، بغية إنجاز عملها على وجه الاستعجال، في النظر في جدول الأعمال المؤقت خلال الجلسة العامة مباشرة بدون أن تحيله إلى المكتب.

4. Clauses beginning with *unless otherwise (agreed, specified, decided, etc.)* demonstrate more freedom of mobility: of ninety-one initial occurrences, fifty examples moved to another position in the translated sentence (typically the end) while forty-one clauses maintained their initial position:

i. *Unless otherwise agreed, an assignment of one or more future receivables is effective without a new act of transfer being required to assign each*

تكون إحالة واحد أو أكثر من المستحقات الأجلة نافذة دونما حاجة إلى اتخاذ إجراء جديد لإحالة كل مستحق على حدة، ما لم يتفق على خلاف ذلك

ii. *Unless otherwise decided by the Conference of the Parties, the present rules shall apply ...*

ما لم يتقرر غير ذلك، فإن القواعد الحالية سوف تنطبق.....

5. The distribution of the adjective phrase *subject to* displays fairly similar patterns: of sixty-three examples of this phrase, forty-three maintained their initial position in the translated sentence while twenty shifted to another point:

i. *Subject to the foregoing provisions, the limitation of actions shall be governed by national law."*

مع مراعاة الأحكام السابقة، يخضع التقادم المسقط للدعوى للقانون الوطني.

ii. *Subject to the availability of resources, develop a guide for policy makers and a handbook on proven practices in the area of crime prevention*

صوغ دليل لمقرري السياسات وكتيب عن الممارسات المجربة في مجال منع الجريمة، وذلك رهنا بتوافر الموارد.

6. Regarding *if-clause*, of fifty occurrences, forty-eight maintained their initial position, while only two were moved to another point in the sentence:

*If the parties reach and sign an agreement settling a dispute, that settlement agreement is binding and enforceable.*

إذا توصل الطرفان إلى اتفاق يسوي النزاع ووقعوا عليه، يكون ذلك الاتفاق ملزماً وواجب النفاذ

## 5.2. Syntactic discontinuities

A syntactic discontinuity (insertion of qualifications next to the head to avoid ambiguity, as pointed out by Bhatia (1994: 147) occurs in both case descriptors and the main clause when a linguistic structure is interrupted by an unrelated grammatical unit which may be a word, a phrase or even a clause (see Biber *et al.* 1999: 257; Crystal 2008: 88; Huddleston and Pullum 2002: 895; Quirk *et al.* 1985: 1112; Brinton 2008: 8; Tessuto 2008); Dehé

2014: 1). The primary function of a discontinuity, which is very common in legislative texts, is "to establish the scope of application of legislative rules" (Mackinlay 2004). It may specify the legal means (*by notice, by order of*), the legislative purpose (*for the purpose of this agreement*), or temporal relations (*for one year, for a period not exceeding two months*). And while such discontinuities strive to make the legislative sentence clearer and more precise by detailing conditions, specifications, exceptions, circumstances and restrictions, they tend to make the sentence more complex from a syntactic point of view. An analysis of their distribution in the translated texts demonstrates the following:

Prepositional phrases constitute a huge category which is practically impossible to examine comprehensively. However, we shall look into the placement of the translations after *the conditional if* and after the modals *shall* and *may* as samples.

1. Prepositional phrases that appear immediately after *if* are usually placed after the verb + subject combination in Arabic. Of the first fifty examples, it was evident that forty occurrences managed to maintain their position in the sentence. This position seems natural in Arabic as the verb + subject combination rarely, if ever, permits the insertion of another syntactic constituent:

*i. If, in accordance with article 5 of Annex II to the Convention, the Commission decides to establish a subcommission for the consideration of a submission, it shall:*

إذا قررت اللجنة، وفقاً للمادة 5 من المرفق الثاني من الاتفاقية، إنشاء لجنة فرعية للنظر في أي طلب، فعليها أن تقوم بما يلي

2. Prepositional Phrases after the modal *may*: Of the first fifty-three examples, it was noted that forty-five maintained their position, with eight moving to another position in the translated sentence:

*i. The parties may, by agreement in writing, exclude the application of Article XI and ...*

يجوز للأطراف، بالاتفاق كتابية، استثناء تطبيق المادة الحادية عشرة، كما ...

3. Fifty-eight examples were tested in the corpus with the modal *shall*. Of these, the vast majority (fifty-three) maintained their syntactic place, with only five shifting to another point in the translated sentence. In some cases, the prepositional phrase was placed at the end of the sentence:

*All the Main Committees shall, at least three months before the opening of the session, elect a Chairman.*

تنتخب جميع اللجان الرئيسية رؤساء لها قبل افتتاح الدورة بثلاثة أشهر على الأقل.

4. Conjunctive adverbs: The three adverbs studied in this survey were *furthermore*, *however* and *nonetheless*. The rarest to be encountered was *nonetheless* which recorded 19 occurrences, of these, 15 maintained their place

in the Arabic sentence. *Furthermore* was also infrequent. Of the twenty-seven examples encountered, twenty-five maintained their position. The adverb *however*, by contrast, was much more visible with seventy examples, of which twenty-five stayed at the same syntactic position in Arabic, while the majority (forty-five) were moved to the beginning of the sentence:

i. *A judge found guilty of this offence may, furthermore, be barred from any judicial function for a period of not more than five years."*

"ويجوز علاوة على ذلك منع المدان من ممارسة وظيفة قضائية لمدة لا تتعدى خمس سنوات

ii. *The available experience does indicate, furthermore, that it is virtually impossible to design surveys which can cover all vacancies to which unemployed persons may apply.*

وبالإضافة إلى ذلك، تبين الخبرات المتاحة أنه يكاد يكون من المستحيل تصميم دراسات استقصائية يمكن أن تغطي جميع الشواغر التي يمكن أن يتقدم لشغلها الأشخاص العاطلون

iii. *Responsibility for the contents of the note rests, however, solely with the Secretariat.*

يبعد أن المسؤولية عن محتويات المذكرة تقع فحسب على الأمانة العامة للأمم المتحدة

iv. *To note, however, that the following Parties have still not reported 2005 data:;*

أن يشير مع ذلك إلى أن الأطراف التالية لم تبلغ بعد بيانات عام 2005؛

v. *The Fourteenth Session concluded, nonetheless, that the Declaration represented the most*

ومع ذلك فقد خلصت الدورة الرابعة عشرة إلى استنتاج مفاده أن الاعلان يمثل الحل الأكثر

vi. *The Council is nonetheless aware of the many challenges that Haiti is facing.*

ويدرك المجلس مع ذلك التحديات العديدة التي تواجهها هايتي

5. Verbless clauses: Huddleston and Pullum (2002: 1206 ff.)<sup>2</sup> and Leech and Svartvik (1975: 214) characterized these verbless structures as clauses 'because they function in ways which make them equivalent to finite and non-finite clauses, and because they can be analyzed in terms of one or more clause elements.' Most grammarians who discussed verbless clauses assume that a form of verb 'be' is omitted, and that these clauses are possible realizations of adverbials. The authors are aware of the fact that there several types of verbless clauses other than those investigated in this paper, and the interested reader is referred to Quirk *et al.* (1985) and Huddleston and Pullum (2002: 1206 ff.) for a detailed account).

Predominantly, verbless clauses tend to maintain their position when translated, with a few moving to another position in the Arabic sentence. The following table shows the results of a survey carried out to determine the behavior of this type of clause.

Verbless Clause	No. of Citations	Maintaining Position	Movement
<i>If any</i>	56	51	5
<i>If necessary</i>	64	53	11
<i>When necessary</i>	56	53	3
<i>If needed</i>	8	6	2

<i>where applicable</i>	58	46	12
<i>Where necessary</i>	61	41	20
<i>where appropriate</i>	69	57	12

i. Advise and assist States parties, when necessary, in the establishment of national mechanisms;

عند الاقتضاء، لغرض إنشاء الآليات الوطنية؛ إسداء المشورة وتقديم المساعدة للدول الأطراف،

ii. Ensuring coordination and, where appropriate, joint initiatives with other key partners.

بمبادرات مشتركة مع سائر الشركاء الرئيسيين ضمان التنسيق والقيام بحسب الاقتضاء

iii. Accordingly, they shall, whenever possible, be kept separate from imprisoned persons.

وعلى هذا، يتعين الفصل بينهم وبين السجناء كلما أمكن ذلك

iv. Additional sponsors, if any, are announced by the Secretary.

يعلن أمين اللجنة أسماء مقدمي المشاريع الإضافيين، إن وُجدوا

6. Adverbial *if-clause/ unless clause*: A statistical analysis of this type of clause is extremely difficult due to the large number of adverbials involved; however, an analysis of a sample shows that the clause either maintains its position or is moved to the end of the sentence:

i. The assignor and the assignee are bound by any usage to which they have agreed and, unless otherwise agreed, by any practices they have established between themselves.

المحيل والمحال إليه ملزمان بأي عرف اتفقا على اتباعه، وبأي ممارسات أرسياها فيما بينهما ما لم يتفقا على خلاف ذلك

ii. All government contributions, unless otherwise specified, are credited to the Endowment Fund.

جميع التبرعات الحكومية تقيد، ما لم ينص على خلاف ذلك، لحساب صندوق الهبات

iii. Urges Member States, if they have not done so, to take steps to prohibit the procurement, acquisition and consumption of smuggled natural resources, including timber products from illegal logging;

حثّ الدول الأعضاء على اتخاذ خطوات لحظر شراء واقتناء واستهلاك الموارد الطبيعية المهربة، بما فيها المنتجات الخشبية المتأتية من قطع الأشجار بصورة غير مشروعة، إن لم تكن قد اتخذت خطوات من هذا القبيل؛

iv. Invites States, if they deem it appropriate and where relevant, to report on

.....

يدعو الدول إلى القيام، عند الاقتضاء وحيثما كان ذلك ملائماً، بتقديم تقارير عن .....

7. *-ing non-finite clause*: this clause maintains its place in the translated sentence:

i. If, following the risk and security assessment, there are reasons to believe that the child's safety and security are in danger;

إذا تبين بعد إجراء تقييم للمخاطر والجوانب الأمنية أن هناك من الأسباب ما يدعو إلى الاعتقاد بأن سلامة الطفل وأمنه معرضان للخطر

8. Complex preposition + noun phrase: Again, this type of phrase tends to preserve its position. In fact, out of thirty examples of *in view of + noun phrase*,



it was found that twenty-four kept their position in the sentence, with only six shifting to another position:

i. *The Board, therefore, considered that, in view of the guidelines, these individuals should not be serving on appointments of limited duration.*

ولذلك يرى المجلس أن هؤلاء الأفراد، بالنظر إلى المبادئ التوجيهية، ينبغي ألا يعملوا طبقاً لتعيينات محدودة المدة

ii. *Where a contribution is paid partly in cash, the part so paid shall be drawn down, in accordance with paragraph (i), before the rest of the contribution.*

إذا كانت المساهمة تجمع بين جزء نقدي وآخر غير نقدي، يسحب الجزء النقدي وفقاً للفقرة 1 السابقة قبل بقية المساهمة

9. The adjective phrase *subject to*: The survey of sixty-two examples of this adjective phrase shows that the preferred position it occupies in the target text is parallel to the one it holds in the source language sentence (thirty-eight examples). However, translators seem to also favor moving this phrase to the final position (twenty examples), with the movement to the initial position being the least favored (four examples). The following examples illustrate these positions:

i. *This contract shall enter into force on signature by both parties and, subject to the standard clauses, shall remain in force for a period of fifteen years thereafter unless:*

رهنًا بالشروط القياسية، يبدأ سريان هذا العقد بعد توقيع الطرفين عليه ويظل سارياً لمدة خمسة عشر عاماً بعد ذلك إلا في الحالتين التاليتين

ii. *Requests the Secretariat, subject to the availability of resources, to facilitate resource mobilization by:*

يطلب إلى الأمانة أن تقوم، رهنًا بتوافر الموارد، بتسهيل عملية حشد الموارد وذلك عن طريق

iii. *Introducing, subject to recruitment of language staff, simultaneous interpretation in Kinyarwanda at court proceedings*

إدخال ترجمة شفوية متزامنة بلغة الكينيارواندا أثناء المحاكمات، وذلك رهنًا بتعيين موظفي لغات

### 5.3. The internal structure of the main clause

The reader should note that part of the constituency of the main clause was discussed under syntactic discontinuities above. The remaining categories in the main clause consist of adverbials like *herein*, *hereafter*, *thereof* as well as the following categories

- Postnominal adjectival clause (whether given in full or reduced):  
*Proposed by a state which is not a Member of the United Nations;*
- That-clause Embedded in the Noun Phrase: Reaffirming its decision that none of the obligations in resolution 1540 (2004) shall be interpreted so as to conflict with or alter the rights and obligations;*
- Infinitive clause embedded in the Noun Phrase: *Express support for the decision to hold the World Conference in 2001;*
- Non-finite *-ing* embedded in the Noun Phrase: *Any questions relating to the maintenance;*

- e. Non-finite Participial *-ed/-en* clause: *peace and security brought before it by any Member; any losses suffered during handling;*

For all intents and purposes, none of these categories changes its position; clauses embedded in the noun phrase remain attached to the noun and the adverbials maintain positions comparable to those they occupy in the source sentence.

### 6. Analysis and findings

The analysis of the data derived from the UN corpus reveals a few interesting facts about the translation of the complex sentence in English legislative writing. For one thing, it is obvious that certain grammatical constituents simply maintain their position in the translation. The data shows, for example, that the syntactic categories which form part of the Noun Phrase as well as the adverbial associated with it (e.g. *herein, thereof*) stay, or tend to stay, as close as possible to the noun phrase in Arabic. This is an inherent feature of both English and Arabic grammars since these constituents are immediately linked with the head noun and would most probably be misinterpreted if they move beyond the bounds of the noun phrase. Other cases where the constituent also maintained its position in the translation is the *whereas + clause* combination, the initial position being the position of choice for this particular entity and its Arabic counterpart.

One of the interesting cases encountered in the analysis was *however* where almost two thirds of the examples moved to the initial position of the sentence. The simple explanation that can be given for this unusual behavior lies in the Arabic equivalents of this conjunction: it can be translated *بيد أن, ومع, لكن, مع ذلك, إلا أن, غير أن, على أن*. Syntactically, Arabic restricts all these equivalents (with the occasional exception of *مع ذلك*) to the initial position of the sentence. Thus, the movement of the equivalent to the said position is syntactically constrained. By contrast, in many cases, the *unless otherwise + clause* combination preferred the final position as, again, this is more consistent with Arabic syntax.

Additionally, the analysis shows that, where a constituent maintains its position in the sentence, it may be shifted slightly in the Arabic translation to be more in tune with Arabic syntax. We noted, for example, that with the modal *may*, the syntactic discontinuity was moved to a position immediately after the Verb + Noun combination. In many cases, however, the very nature of the grammatical constituent has bestowed upon it a degree of freedom which enables it to appear at more than one point in the syntax of the translated sentence. Examples of this category are some syntactic discontinuities including *if-clauses, subject to* and *unless otherwise + clause*. But, most importantly, the translations reflect quite clearly one specific practice commonly employed by the UN translators; namely, the readiness (and the tendency) of the UN translator to maintain the English syntax in the Arabic sentence. Let us consider this point in more detail.

Although the notion of fidelity has been hotly debated in the general theory of translation for decades, theorists, practicing translators and clients

agree that it is a central feature in the translation of what is known as “sensitive or authoritative texts”; these are texts “where the content and the style, the matter and the manner, the thoughts and the words in their structures are equally important” (Newmark 1993:1). Such texts include, among others, religious texts, political speeches and legal documents. Their translation, according to Newmark (1991: 135), “has to be closer than that of the average technical, commercial or scientific text.” In fact, closeness, fidelity or faithfulness to the text is so central in some circles that it has been formulated as instructions or “norms” to the translator, for example “*The 1997 Norms for Translations of Bible Texts for Use in the Liturgy*”. The same “norm” is reechoed in the UN manual *Instructions for Translators* (1984:3) which dictates that “fidelity to the original text must be the first consideration” (quoted in Šarčević 1997: 16). Such a requirement is imperative in the UN context since texts translated into, say, Arabic are viewed not as translations but as multilingual, equally valid and authentic versions of the same document (or parallel texts). This has been described as “the principle of equal authenticity”, “the principle of plurilingual equality” and “the principle of equality of authentic texts” (Biel 2007).

With this in mind, the question we would like to ask here is: how does the UN team of translators interpret and apply this principle of fidelity when they reassemble the different constituents of the legal complex sentence from English into Arabic? If we look closely at the examples given in the analysis, it becomes evident that most of the syntactic components of the English sentence are kept at the same syntactic junctures in the Arabic translation. On the other hand, there are certain categories that demonstrate a degree of freedom which allows them to shift to another or other positions in the structure. This freedom, as stated above, is linked to the grammatical category in question. But even in the cases where a degree of mobility is permitted, the examples show that the translator still has the option to keep the syntactic category concerned in its place.

The inevitable conclusion we are forced to make on the basis on this analysis is that the UN translation team tends to be conservative and risk averse: preference is given to maintaining the syntax of the source language rather than utilizing any alternative techniques such as movement, splitting the complex sentence into two or three simpler sentences or making any other syntactic changes that may maintain the meaning while giving the translator a degree of freedom to reorganize the syntax of the sentence. As a consequence of this conservatism on the part of the UN translators, the resultant Arabic structures tend to be almost as convoluted, complex, overelaborate, and redundant as their English counterparts. Intriguingly, neither the complexity of these translations nor the “borrowing” of the English syntax into Arabic seems to bother the translators or their sponsors/clients in the international organization and its affiliated bodies. And if the trend continues, as it is bound to do, it is likely that it will be eventually recognized as an established norm in legal Arabic.

## 7. Recommendations

The placement of a certain constituent in the translated legislative sentence and the degree of mobility it may demonstrate depends, to a large extent, on the nature of the constituent itself. Thus it is crucial to equip translator trainees with the skills needed for an accurate analysis of the English legislative sentence and an awareness of the correlation between a given category and its placement in the Arabic translation. The juncture or junctures in the translation where a translated element may be inserted and cases where the juncture has to be slightly adjusted to accommodating constraints and rules of Arabic syntax must also be highlighted. This is on the one hand. On the other, the practices of experienced translators should be brought to the fore in training. Given the standing of the UN, the stringent standards it employs in the selection of its translators and the clout these translators bring to their work, translators and their trainers should give the UN translation team's techniques more than a passing nod. In our opinion, such techniques should be recognized as potentially good models which can be emulated or at least brought to the attention of translation trainees and incorporated in translation pedagogy. Furthermore, it would be very illuminating to compare the structural patterns found in these sentences with those encountered in legal documents written in Arabic. Such a comparison would reveal if the Arabic legal sentence does indeed share all, some or none of the relevant syntactic features with these translations. The findings can then be used to increase the awareness of the translator trainees of potential solutions and the extent to which such solutions are compatible with the syntactic nature of the legislative Arabic.

Two caveats, nonetheless, are in order. First, the results arrived at in this paper should be viewed as tendencies rather than rigid rules, given the limited size of the corpus and the nature of the syntactic phenomena dealt with. More conclusive results need to be calibrated against a larger corpus and a more thorough analysis of documented translations by the same team or comparable teams. Secondly, the analysis provided here covers only one type of legal texts, thus making any generalizations relevant primarily to the sub-genre examined in the paper.

### **8. Concluding remarks**

An essential feature of English legislative writing is the high frequency of complex sentences; through the use of coordination and subordination, legislative English is capable of producing long, complex patterns which represent bafflingly intricate patterns that many translators find extremely challenging. To facilitate the task of the translator, the paper has attempted to provide a description of the major elements in the English legislative sentence, identify the degree of mobility each category demonstrates, and, finally, analyze the techniques used by the UN translation team in rendering legislative texts into Arabic. Such techniques have resulted in the production of legal texts that are recognized as both stylistically appropriate and syntactically acceptable.

As practitioners in the field are aware, models in legal translation have served, and continue to serve, a host of functions, including term mining,

translation of frequent phrases or even complete sentences, identification of syntactic and stylistic features for instructional purposes, etc. The sentences analyzed in the paper were derived from a fairly limited corpus. It is hoped that significantly larger and more representative parallel and comparable corpora of legal English and Arabic can be easily accessed in future. Further research can then be efficiently conducted in several interrelated areas: an examination of the patterning of the Arabic legislative sentence, a determination of the role of coordination and subordination in the Arabic and English legislative texts and a syntactic comparison between authentic Arabic legal sentences and Arabic sentences resulting from translation. If accomplished, this would enhance our understanding of this syntactic phenomenon and further help trainees and practicing translators take sounder decisions when they reconstruct the complex sentence in the Arabic translation.

Abdul Fattah Abu Ssaydeh  
Department of English language and Literature  
University of Sharjah, UAE.  
Email: [abussaydeh@sharjah.ac.ae](mailto:abussaydeh@sharjah.ac.ae)

Najib Ismail Jarad  
Department of English language and Literature  
University of Sharjah, UAE.  
Email: [njarad@sharjah.ac.ae](mailto:njarad@sharjah.ac.ae)



## References

- Abu-Gazal, Qassim.** (1996). *Major Problems in Legal Translation*. M.A. Thesis, Yarmouk University, Jordan.
- Al-Dilaimy, Hazim Hakkush and Shaymaa Ibrahim Yousif.** (2013). 'A syntactic study of discontinuity in the English version of selected Iraqi legal texts.' <http://www.iasj.net/iasj?func=fulltext&ald=79332> (Retrieved on 20 May, 2015).
- Alwazna, Rafat Y.** (2014). 'Important translation strategies used in legal translation: Examples of Hooper's translation of the Ottoman Majalla into English.' In Cheng, Le, Anne Wagner, King Kui Sin (eds). *The Ashgate Book of Handbook of Legal Translation*. England: Ashgate Publishing Limited. 237-254.
- Bhatia, Vijay Kumar.** (1994). 'Cognitive structuring in legislative provisions.' In John Gibbons (ed.), *Language and the Law*. 136 - 155, New York: Longman Group UK Ltd.
- Bhatia, Vijay Kumar.** (2013). 'Cognitive structure in legislative provisions.' In John Gibbons (ed.), *Language and the Law*. 136-155. London: Routledge.
- Biber, Douglas, Stig Johansson, Geoffrey Leech, Susan Conrad and Edward Finegan.** (1999). *Longman Grammar of Spoken and Written English*. Harlow: Pearson Education.
- Biel, Lucja.** (2007). 'Translation of multilingual EU legislation as a subgenre of legal translation.' In Danuta Kierzkowska (ed.), *Court Interpreting and Legal Translation in the Enlarged Europe 2006*. Warsaw: Translegis. 144-163.  
[https://www.academia.edu/236977/Translation\\_of\\_Multilingual\\_EU\\_Legislation\\_as\\_a\\_Sub-genre\\_of\\_Legal\\_Translation](https://www.academia.edu/236977/Translation_of_Multilingual_EU_Legislation_as_a_Sub-genre_of_Legal_Translation) (Retrieved on 10 June, 2015).
- Brinton, Laurel J.** (2008). *The Comment Clause in English. Syntactic Origins and Pragmatic Development*. Cambridge: Cambridge University Press
- Charrow, Robert, and Veda Charrow.** (1979). 'Making legal language understandable: A psycholinguistic study of jury instructions.' *Columbia Law Review*, 79 (13): 6-1374.
- Crystal, David and Derek Davy.** (1969). *Investigating English style*. London: Longman.
- Crystal, David.** (2008). *A Dictionary of Linguistics and Phonetics*. 6<sup>th</sup> edition. London: Blackwell.
- Damova, Petra.** (2007). *The Language of Law. A Stylistic Analysis with a Focus on Lexical (Binomial) Expressions*. Ph.D. thesis. [https://is.muni.cz/th/79361/pedf\\_m/THESIS.pdf](https://is.muni.cz/th/79361/pedf_m/THESIS.pdf) (Retrieved on 10 June, 2015).
- Danet, Brenda.** (1980). 'Language in the legal process.' *Law and Society Review* 14 (3): 445-564.

- Dehé, Nicole.** (2014). *Parentheticals in Spoken English: The Syntax-Prosody Relation*. Cambridge: Cambridge University Press.
- El-Farahaty, Hanem.** (2008). 'Features of English legal discourse.' *Comparative Legilinguistics: International Journal for Legal Communication, Vol. 4*, Adam Mickiewicz University, Poznan, Poland.
- El-Farahaty, Hanem.** (2015). *Arabic–English–Arabic Legal Translation*. London: Routledge.
- Emery, Peter G.** (1989). 'Legal Arabic text: Implications for translation.' *Babel* 35: 35-40.
- Fakhouri, Maram.** (2008). *Legal Translation as an Act of Communication: The Translation of Contracts between English and Arabic*. M.A. Thesis, Al-Najah University, Palestine. <http://scholar.najah.edu/sites/default/files/all-thesis/135724.pdf> (Retrieved on 5 July, 2015).
- Farghal, Mohammed and Abdullah Shunnaq.** (1992). 'Major problems in legal translation.' *Babel* 38.4: 203-210.
- Gotti, Maurizio.** (2011). *Investigating Specialized Discourse*. Berne: Peter Lang AG. 32-78.
- Gustafsson, Marita.** (1975). 'Some syntactic properties of English law language.' *Anglicana Turkuensia*, 23: 53-66. 12.
- Gustafsson, Marita.** (1983). 'The syntactic features of binomial expressions in legal English.' *Text*, 4: 123-142.
- Hiltunen, Risto.** (1984). 'The type and structure of clausal embedding in legal English.' *Text* 4 (1-3): 107-121.
- Hiltunen, Risto.** (2001). 'Some syntactic properties of English law language.' In Keith Battarbee, Matti Peikola, and Sanna-Kaisa Tanskanen (eds.), *English in Zigs and Zags: A Festschrift for Marita Gustafsson*. 53-66. Turku: University of Turku.
- Hooper, Charles Arthur.** (1933). *The Civil Law of Palestine and Trans-Jordan*. 3 vols. Jerusalem: Azriel Printing Works.
- Huddleston, Rodney and Geoffrey Pullum.** (2002). *The Cambridge Grammar of the English Language*. Cambridge: Cambridge University Press.
- Janulevičienė, Violeta and Sigita Rackevičienė.** (2011). 'Translation strategies of english legal terms in the bilingual Lithuanian and Norwegian dictionaries.' *Societal Studies*, Mykolas Romeris University. 3 (3): 1073–1093.
- Leech, Geoffrey and Jan Svartvik.** (1975). *A Communicative Grammar of English*. London: Longman.
- Mackinlay, Jana.** (2004). 'Discontinuity in the language of UK and EU legislation.' *English for Specific Purposes World*. [http://www.esp-world.info/Articles\\_7/Syntactic%20DiscontLegal.htm](http://www.esp-world.info/Articles_7/Syntactic%20DiscontLegal.htm) (Retrieved on 20 June, 2015).
- Mattila, Heikki.** (2006). *Comparative Legal Linguistics*. Aldershot: Ashgate Publishing
- Mellinkoff, David.** (1963). *The Language of the Law*. Boston: Little, Brown and Company.

- Newmark, Peter.** (1991). *About Translation*. Clevedon: Multilingual Matters Ltd.
- Newmark, Peter.** (1993). *Paragraphs on Translation*. Clevedon: Multilingual Matters Ltd.
- Quirk, Randolph, Sidney Greenbaum, Geoffrey Leech and Jan Svartvik.** (1985). *A Comprehensive Grammar of the English Language*. London/New York: Longman.
- Šarčević, Susan.** (1997). *New Approach to Legal Translation*. The Hague/London/Boston, Kluwer Law International.
- Šarčević, Susan.** (2000). 'Legal translation and translation theory: A receiver-oriented approach.' <http://www.tradulex.com/Actes2000/sarcevic.pdf> (Retrieved on 5 December, 2015).
- Shuy, Roger, and Donald Larkin.** (1978). 'Linguistic considerations in the simplification of insurance policy language.' *Discourse Processes*, 1: 305-321.
- Tessuto, Girolamo.** (2008). 'Legal concepts and terminology: Analysis and application.' In Vijay Kumar Bhatia, Christopher Candlin and Paola Evangelisti Allori (eds.), *Language, Culture and the Law: The Formulation of Legal Concepts across Systems and Cultures*, 283-302. Bern: P. Lang
- Tiersma, Peter.** (1999). *Legal Language*. Chicago: The University of Chicago Press.
- Williams, Christopher.** (2007). *Tradition and Change in Legal English: Verbal Constructions in Prescriptive Texts*. 2<sup>nd</sup> edition. Berne: Peter Lang AG.
- Zinkevičiūtė, Sandra.** (2014). *Language and Structure of Merit Briefs of the United States Supreme Court*. Ph.D. Thesis. [https://www.academia.edu/7888091/Language\\_and\\_Structure\\_of\\_Merit\\_Briefs\\_of\\_the\\_United\\_States\\_Supreme\\_Court](https://www.academia.edu/7888091/Language_and_Structure_of_Merit_Briefs_of_the_United_States_Supreme_Court) (Retrieved on 18 January, 2016).

**Endnotes**

---

We would like to thank two anonymous IJAES reviewers for their comments and suggestions. All remaining errors and shortcomings are our sole responsibility.

<sup>1</sup> Reverso can be accessed at [http://www.reverso.net/text\\_translation.aspx?lang=EN](http://www.reverso.net/text_translation.aspx?lang=EN)

<sup>2</sup> Reduced verbless clauses like the one underlined in *The Secretary-General, when necessary, shall prepare and circulate to the members.....* are also known in the literature as ‘adverbial phrases’. Biber et al. (1999: 201) call structures like *when necessary, if needed, where applicable/ necessary/ appropriate* “formulaic expressions” because they seem to have lost their clause character and acquired the character of a single semantic and even lexical unit.