



Private International Institute of Management and Technology

In Partnership with International University of Leadership



Legal Translation in Morocco

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- Declaration

I declare that I am fully aware that plagiarism is not only morally wrong but is legally penalized. Therefore, I declare that this report, entitled “The Translation of Legal Documents” is the product of my own work, that has not been submitted before for any degree or examination in another university, and that all sources I have used or quoted have been indicated and acknowledged by means of complete references.

- Signed: Abdellah Bounouader
- Date: 2016

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I. Introduction

1.1 A brief description of the American University of Leadership

As a student in the American University of Leadership, it goes without saying that in the process of writing my end of studies report as a partial fulfillment of requirements for the degree of Master's in Project Management, I feel it necessary to write a brief introduction about my university as a first step and subsequently, as a second step, write a brief description of the Project Management program I have been part of as a student and which served as the gateway for me as a future aspired project manager.

The American University of Leadership is an academic institution of higher learning that supports, educates and fosters practical experience in men and women from all walks of life. Its main philosophy is to provide quality education to undergraduate and graduate programs in business, entrepreneurship, and management. It aims mainly at preparing students of diverse backgrounds to become global leaders with leadership skills and innovative solutions. Constant support is provided to students by enhancing their career prospects and development through a deeper, broader and more diverse understanding of current and future issues. The American University of Leadership programs employ traditional, applied, and adult-learning pedagogies that are delivered through traditional and distance methodologies in a learner-centered environment of mutual respect. The institutional identity and program success are the results of integrating knowledge in a learning environment that nurtures real-world immersion, life-long learning skills, and cross-cultural diversity.

1.2 A brief description of the Master's of Business Administration

The Master of Business Administration (MBA) is an internationally-recognized degree designed to develop the skills required for careers in business and management. The value of the MBA, however, is not limited strictly to the business world. An MBA can also be useful for those pursuing a managerial career in the public sector, government, private industry, and other areas.

Most MBA programs include a "core" curriculum of subjects, such as accounting, economics, marketing, and operations, as well as elective courses that allow us students to follow our own personal or professional interests. Some schools require that MBA candidates complete an internship at a company or organization, which can lead to concrete job opportunities after the program.

Quality business schools generally require that candidates have at least a few years of professional work experience before starting an MBA program. Applicants are also asked to submit Graduate Management Admission Test (GMAT) or Graduate Record Examinations (GRE) scores, academic transcripts, letters of reference, and an essay or statement of purpose that reflects why they want to pursue an MBA. Non-native English speakers usually have to prove adequate English skills with TOEFL or IELTS scores, or through previous academic experience.

The MBA is currently the most popular professional degree program in the world. Today there are over 2,500 MBA programs offered worldwide; most are offered in English. First introduced at universities in the United States around the turn of the 20th century, MBA programs have evolved to keep up with the demands of the times.

While traditional two-year MBA programs are still common, especially in the United States, one-year programs have become increasingly popular. Part-time and online programs are also widely available for professionals not willing or unable to take a year or two off to do a full-time program. Executive MBA (EMBA) programs are part-time programs targeted at professionals with more years of managerial experience than traditional MBA candidates.

1.3 Description of the hosting office

During the month of July of the year 2016, I had the opportunity to undergo a one-month internship program in a translation company located in Avenue Bab Doukkala; Habous Building, Marrakech. It was a relatively small translation company composed mainly of a reception room, in which the incoming clientele is received and the documents to be translated are both kept before the translation process and after it. The reception room is also where the payment for the document is done and where the handing out of both the original document and the final translated document to the clients is done.

The reception room is taken care of by a secretary whose job is to welcome the incoming clientele, answer phone calls, provide retrieval dates for the documents to people and manage the incoming money in the cash box. He is also the one who hands in the documents to be translated to the chief translator and provides him with the necessary information as to whether a given document should be translated first or which document should be translated first and which should be translated last.

There is also the main translation room, where the translation procedure takes place; it is equipped with one desktop computer which is used to translate the documents and store the final translation products in its hardware memory, and the main software that is used

for the translation is Microsoft Word Office 2010. There is also a small spare desk which is used for the most part for potential intern students to sit on it and carry out the translation tasks assigned to them.

As for the process of translation, it is done by the chief translator across the three languages: Arabic, French and English. The translator is fairly experienced and knowledgeable in the translation domain, but he hasn't always been a translator and he never studied this discipline. His background of many years of teaching helped him in a way to carry out translation tasks well as the two disciplines; teaching and translation, are closely related since they both involve and deal with language.

The translation is done the conventional and regular way; i.e. there is only the official document to translate, the translator, and the computer to do the job. No technology is involved in the translation such as TM softwares and computer-aided translation programs to assist in translation. The word document is the software that is used primarily for the process of translating, and the judicial books and dictionaries are at the translator's elbows in case he needs to verify or check an equivalent of a term.

Lastly, there is the main office in which the owner of the small translation company is. He is the boss of the chief translator and his job consists primarily of revising the final translation product, and putting his stamp on it so that it is ready to be delivered to the client.

II. Legal Translation

2.1 Historical background of legal translation in Arabic tradition

The history of translation in the Arab world was first initiated in early AD; which means it has been around for as long as two thousand years, stretching from the Syrians to contemporary theorists and passing through the Abbasid Caliphate.

The first Arabic translations date from the early second century AD, that is, from the time of the Syrians. They translated a large body of works from pagan traditions. As their methods were to a large extent influenced by the Greeks, their translations aspired to be as faithful as possible to the text, assiduously resorting to literal translation. One of the best Syrian translators of the time was Jarjas, who rendered highly faithful translations of the works of Aristotle.

Another era that knew significant changes in Arabic translation was related to the translation of the Koran. Despite the rapid increase of the Koran translations, this matter was and is still the point of many debates and conflicts in the Arab world. The core of the

conflicts that existed and still exist in the translation of Koran is related to the reason behind translation itself; whether to use the translation as a way to teach the principles of Islam or to use it in praying and legislation was the difficult choice that faced translators.

Before the advent of Islam in the Arabian Peninsula, the law of the tribe was the only acknowledged law. It was run by custom and shaped by loyalty to one's tribe. Esposito (1998:4) argues that:

The Arabs placed great emphasis on tribal ties, group loyalty or solidarity as the source of power for a clan or tribe. Tribal affiliation and law were the basis not only for identity but also for protection. The threat of family or group vendetta, the law of retaliation was of vital importance in a society lacking a central political authority or law.

Translation in the Arabic tradition flourished in the Umayyad caliphate (661-750) and reached its peak in the Abbasid era (750-1258) as Steiner (1998:272) argues "translation is said to have reached its peak either in the second century AD in Alexandria or in the eighth and ninth century in Baghdad. Caliph Al-Mansour, who built the city of Baghdad, improved translation techniques, while Caliph Al-Ma'mun opened a small translation agency: *The House of Wisdom* (Bait Al Hikma), which was the largest translation institute of the time. In those days, they mostly translated Greek philosophy, Indian science and Persian literature. In the Umayyad era, Arabic was established as the uniform official language of the empire, replacing Greek in Damascus, Pahlavi in Iraq, and Coptic in Egypt, and the Arabizing movement of that time involved a certain amount of translation of official documents.

One name that stands out above all other names in translation is Al-Jahiz (776-868). He was considered one of the great theorists of translation history, and his writings are still relevant in the world of Arabic translation today. According to Al-Jahiz, "the translator must have knowledge of the structure of the language, people's habits and how they understand one another." He is also the one who stressed the importance of revision after translation.

The era of the Prophet Mohammad (570-632) gave Arabic translation a big boost, as the desire to spread Islam and transmit it to communities which did not speak Arabic, such as the Jews or the Romans, prompted our prophet to find translators and encourage the learning of foreign languages. Zaid Ibn Thabet, one of the most famous translators of the time, played a crucial role in translating the letters which Muhammad sent to the leaders of the Jews, as well as the authorities in Persia, Syria and Rome.

In the contemporary time, however, the proliferation of studies in the domain helps in the development of translation and the birth of new theorists. Translation in the Arab world also benefits from the use of computers, digital materials and the spread of databases of terminologies that offer translators a considerable amount of dictionaries.

2.2 Legal Translation in Morocco

When talking about legal translation the first thing to consider is what makes it necessary and why it is so important. Growing interactions among states, coming together inside those more and more significant bodies known as international organizations or as single subjects of international law, and among citizens of an increasingly interconnected world, gives translation a newly found weight in everyday life. We are less and less bound to a state dimension and increasingly feeling as belonging to an international reality, this is why all aspects of life are nowadays subject to translation and law is no exception.

Now, what is the object of legal translation? Legal translation concerns all that has to do with the legal world, from the transcription of a press conference held after a summit to the introduction of a new EU regulation. Each and every text bears peculiar traits and has to be handled with more or less care according to function and legal force, and therefore the effect it is meant to produce, if some. Nevertheless, they share some features that make up what is called the Language of law.

There is a debate going on, on whether legal language should be treated as a technical language on its own or as ordinary language used for, and adapted to, special (legal) purposes, what is sure is that it does resemble ordinary language and that, again according to texts and their role, it can be more or less technical and consequently understandable to the layperson. We will thus focus on those official writings that, producing legal effects, are more complex and have to obey to more restrictive and rigid rules, both from a formal and substantial point of view, with respect to an article, for instance, even if coming from a specialized journal. Legal translation can come to light at different levels: on a national basis, in the case of a bilingual or multilingual country, on an international basis, i.e. when an international organization is concerned or in the case of an international treaty wanted by two or more countries that do not share the same language, or even when regulating legal relationships among privates coming from different legal systems and speaking different languages. We are talking about national legislations, international legal instruments and private legal documents.

Legal translation needs the services of an expert that is highly knowledgeable in legal terms and practices. Translating legal documents needs accurate and correct translation and is one of the most difficult among all translation work. There are many things that need legal translation, including birth certificates, application letters, technical patent confirmation, deposition records, financial statement, evidence documents, litigation materials and business contracts. Translators should not only possess general knowledge of legal terminology, they should also be well versed in statutory requirements and the legal intricacies of foreign cultural and legal systems.

Chirilă (2014) states that:

Translating legal documents in foreign languages are considered more difficult than other technical translations. The legal terminology is what makes it difficult because each country has its own legal terminology as well as legal system. More often than not, this is also different from another country even if the language they speak is identical. A legal translator must have the competencies in three areas: competency in the target language's particular writing style, familiarity with the pertinent terminology and general knowledge of the legal systems of the source and target languages. There is no room for word for word translation when translating legal documents.

Due to this, the professional translator of legal documents must be part detective, legal scholar and linguist with the amount of research work that needs to be done to be able to decode the source and write its actual meaning that will never, in any circumstances, deviate from the originate content, even if an exact translation is not possible.

Since we live in an era of globalization, we are bombarded with the demand for constant and instant communication, which incorporates many different languages and cultures, and which very often involves legal terminology. All translators are aware of their responsibility to produce adequate and easily understandable translations, particularly when dealing with legal texts. It is for this reason that the ability to use appropriate strategies, based on properly chosen theories, is so important in such work. The theories must always be read in conjunction with the pragmatic rules that govern the trade, although the reality is that many of these rules are dictated by theory.

Legal texts involve a number of different types of translation problems and require specific methods with which to make a translated text understandable for the reader in the target language, while simultaneously reflecting the original character and unique features of the legal system of the source language country. These requirements force a translator to take great care with the constant connection of the translated text to the source language's culture, by using strategies such as borrowing original terms, naturalizing some specific terms into the target language, using language calques, or introducing descriptive translation, in which some explanations are mandatorily included. Sometimes it is enough to utilize equivalent terms that are used comparatively in the target and source languages, or, alternatively, the translator must localize some elements in order to make them understandable. To solve the problem of which strategies are dominant, comparable analyses of a number of legal texts have been carried out, leading to the conclusion that the most useful strategy is the ability to maintain the source culture's features and not deprive the texts of their specific character, although localization is sometimes necessary. Some terms also necessitate simple equivalent translation, as they function simultaneously in both language cultures.

To perform such a translation, a two-fold approach is necessary on the part of a translator. Firstly, he is obliged to decipher all of the meanings included in a source text through the detailed analysis of its contents. Such analysis will not only be of a linguistic nature, but it also necessitates some specialist legal knowledge of the text's contents if it is to be understood properly. This means that the translator must engage in the analysis of some of the legal bases of the text's meaning. The best way to do this is to either study the actual Acts and Regulations which govern the shape of a document, or find some

other accessible information or credible consultants through which any possible doubts can be dispelled.

As Chirilă (2014) states: "Following this, if the translator is sure about what each part of the source text exactly means, the next level of the translation can take place, namely seeking out the best vocabulary and linguistic structures with which to express the meanings in the source text."

2.3 Challenges Facing the Translation of Legal Texts

2.3.1 The Translator's Legal Competence

Assuming that the translator is competent on the linguistic level, a new issue arises, namely the translator's competence on the legal level. Weisflog suggests that the process of translation involves first the translator's comprehension of the author's message. Then the second stage involves transferring this message by way of restructuring. (Weisflog 1987: 190-191) He suggests that the comprehension stage entails analysis and interpretation of the text. He states, "each analysis involves to a certain degree an interpretation of the original, i.e. the authors' message- his train of thoughts crystallized into words- since the latter (and sometimes also the former) are rarely absolutely clear-cut, unambiguous". (Weisflog 1987: 190)

However, the translator is not allowed complete liberty in producing his own legal interpretation unless he has adequate legal training of the two legal realities that will enable him to judge the required meaning of the legal text. Therefore, Weisflog suggests that translators have similar role to that of the jurist who has to interpret the words or intentions of the legislator in one way or another. (Weisflog 1987: 190)

It is still controversial whether a legal translator should be legally trained. It is quite an accepted fact that the legal translator should have minimum specific legal translation training. However, often this is not sufficient to completely understand the mechanism of the legal system within a legal order, and be able to produce it in the target language. How can a translator understand a text, if it was drafted in a way that can only be understood by a lawyer?

Translators should be familiar with legal language to help them understand the minimum of the legal context. Therefore, it is important that they are familiar with the documents and know the ins and outs of legal writing; this in itself helps the translator to avoid the risk of misinterpretation. Many translation institutions give this issue great importance; they introduce special programs to ensure the translator's competence in understanding and interpreting the legal sphere. The New Jersey Department of Higher Education has funded a major project intended to raise the standards of legal interpreters in the USA, in order to meet the growing demand for professional interpreters, especially with the increase of immigrants and international legal cases. (Roberts, 1988b: 443)

Another topic open for discussion, but not necessarily relevant to the immediate internship report is: Which is more efficient, to teach translation to a jurist or law to a translator? According to Lajoie (1987:77) the Canadian Translation Bureau of the federal Government of Canada has a policy of hiring persons with a law degree to undertake legal translation on the assumption that it is easier to teach translation to a jurist than teaching law to a translator.

Morris argues against this assumption. Referring to translators, he says:

The hard-won knowledge that they possess is virtually invisible to monolinguals and superficial bilinguals, those who work even work very well within the confines of a single language and cultural experience. Such persons may otherwise be splendidly and expensively educated, as are lawyers and judges, who can cut things fine in their own language. The dilemma is that it is slow and painstaking work to make understandable to anyone else such things as translators and interpreters know, just as it has been slow and painstaking work to acquire these insights in the first place. If it could be done quickly and efficiently, it would be the gift of a kind of sight, making the invisible visible.

(Morris 1995: 6)

Teaching someone to be a translator is not as easy as some think. It is possible for a person to learn law, Baker claims that translation is a gift, either you have it or you don't. Theoretical and practical training are 'skill aids', which help perfect this gift. (Baker 1992:2) It is this fine line that makes two translations of the same text different, one outstanding and one standard.

Learning an adequate level of law is considered a skill which makes the translator a specialized translator, i.e. a legal translator. It would be sensible to say that the ideal legal translator does not need to have a degree in law, he is a person who has the gift and skills of a translator among which are knowledge of law and legal language. After all, it is expected that there should be a legal authority which approves the final version of the translation and ensures the truthfulness in the legal content of the text.

This leads to the other issue that is also important in training the translator and that is the professional issue of 'ethics'. A person who has good command of two or more languages and an adequate background in law should also be aware of his ethical responsibilities and duties. In translating sensitive texts such as legal documents, the translator must be aware of his role as the carrier of truth. A translator should be impartial; he should be able to convey the true meaning without any personal interference or bias, whether linguistically or otherwise. Lack of training in this field results in serious mistakes, in addition to the fact that "unconscionable breaches of ethics may occur without ever being noticed". (Schweda-Nicholson 1994: 80)

Breaches of the code of ethics result from many reasons. Some of the reasons are usually associated with insufficient knowledge of the linguistic systems of the SL and the TL, unawareness of the legal systems, and most importantly ignorance of the background of the text. However, it must be pointed out that these breaches often occur on a primitive level of translation attempts as in the case of students and these errors are significant in studying translation problems.

On the other hand, more experienced translators are expected to be able to avoid such errors or breaches. Those who reach the stage of being labelled legal translators would have gained or acquired the skills and experience required for performing such sensitive tasks.

Referring to the relation between the translator and the customer, Baker describes it as being like any other business relation where the translator is selling his goods to the vendor. He explains that, "the goods we sell are not the 'sheets of paper (or computer diskettes) we actually deliver to our customer', but skill acquired through years of language and subject matter studies and practice, as well as the time and effort expended to produce an expert translation". (Baker 1994: 192)

Many translation institutions have set their own 'Code of Conduct' to guarantee fairness in the profession between the translator and the customer. In his introduction to the French Civil Code, Crabb borrows an expression from Italian language which says "tradurre e tradire" which means "to translate is to betray", and by this it is suggested, that "translation has analogies to that of the traitor, though hopefully its worst potential consequences are less serious". (Crabb: 1995: 312)

2.3.2 The Differences in the Legal Systems

A significant problem lies in the differences between the two legal systems which host the two languages involved in the act of translation. This entails two different legal languages representing the social reality of their individual legal order. The differences in the two systems are reflected in their legal categories, methods, concepts, and manner of conceiving things and apprehending legal reality.

Some lawyers like to think that it is acceptable to refer to legal translation as a task of comparative law. In fact de Groot thinks that comparative law "forms the basis for translating legal texts". (Groot 1988: 409)

Problems facing the translator of legal texts are not only of a terminological nature, which is common in all kinds of specialized translation, but includes the process which takes place not only between two languages but also between two legal systems. Therefore, the use of bilingual and multilingual law dictionaries is not sufficient for the process to succeed. The translator must have a good knowledge of both systems and consequently he should be skilled in the analytical and empirical methods of comparative law.

This idea is also supported by Carballal, who refers to comparative law as the 'more powerful ally', which we resort to in cases when dictionaries fail to satisfy us. (Carballal 1988: 448) He explains that comparative law provides a good source of the guidelines for

a scientific treatment of the text to be translated and this is achieved through it being a method of comparison between legal systems. (Carballal 1988: 448)

On the other hand, Rayar disagrees with Carballal's views. He says, "where it has been said that legal translation is merely a matter of practicing comparative law, it could be argued that the actual translation effort, in its restricted sense, begins where comparative law leaves off" (Rayar 1988: 452). What Rayar is trying to say is that the actual translation of a legal document does not take place between the two legal systems. Rather but these legal systems should only help the translator in making his choice in finding the right equivalence, based on the definition of the legal concepts. Defining the legal concepts is achieved through comparing the legal systems and this should take place prior to the act of translation. However, understanding the legal concepts does not always prove easy. In many cases it is hard to achieve due to many reasons, among which is the permanent shift of concepts.

Lehto explains this process of permanent shift of concepts. She says:

As we well know, legal concepts are based on a long historical development, and where that development differs, so do often the concepts. Furthermore, legal concepts are abstract: we cannot take the 'object' in our hands in order to examine it or draw a picture of it; we can only understand it as part of the system of concepts that it belongs to. Even if the extralinguistic reality is much the same in two different legal systems, it can, like the spectrum, be sliced into sections differently or looked at from totally different angles. (Lehto 1988: 432)

Because legal translation could be undertaken for two reasons, either that which has a historical value, as in translating material dating to past years, or translating contemporary legal material which has an immediate legal impact, shifts occur on two levels; one which is characterized by a temporal gap, which could be highly cultural, and the other which is characterized by a system gap. (Weisflog 1987: 187) In the first instance, where translation takes place across a long span there is no harm in using the greatest possible degree of correspondence between ST and TT, as in the case of translating dead languages like Greek and Latin into living ones. This method is also recommended in translating legislation. (Weisflog 1987: 196) However, this is not always easy to achieve due to the fact that legal languages are system-bound, especially between radically different systems as the law of "western and Islamic countries, the law of industrial and developing countries, or the law of capitalist and socialist countries". (Weisflog 1987: 188-189)

2.4 Legal Language

2.4.1 Legal English terminology

Legal English differs from standard international English in that it refers to the style of English used by legal professionals in their work; for example, the language used in international contracts and statutes, which can also be referred to as "legalese". Legal English has long been considered a necessary skill for lawyers in English-speaking

countries, however due to the emergence of English as the language of international business it is becoming fast a necessary skill for all legal international professionals to consider acquiring.

Traditionally the law has always had its own “language” used and understood only by legal professionals internationally, whether this be Latin, English, French or a combination of other languages. This legal language has changed and adapted with the various conquering countries in the past. Each influence has contributed significantly to the international language we call Legal English today and forms the basis of its distinctive style. When explored further it is clearly possible to see how common terms in international Legal English today such as “Will and Testament” have developed from a combination of the languages that exist only in the Legal world.

There are a number of differences between Legal English and Standard International English. Firstly, some words in standard international English have entirely different meanings when used in a legal context. One example of this is the use of the word “consideration” which means thinking about others in standard international English, but when used with regard to a contract it refers to the thing of value that passes between people in exchange for something. Secondly, there are the words that are only used in an international legal context and would not be used or understood in everyday life by persons without legal training such as “tort” and “restrictive covenant”. There is also the distinct lack of punctuation in legal documents and differing word order. This would cause great confusion to a person who has only taken a standard international English course and had no understanding of Legal English. In fact there are a number of grammatical differences; another example being the use of the word “said” in the phrase “the Said Martin Davis”. Finally and most obviously there is the use of words and phrases in other languages altogether for example “mens rea”.

The formality of Legal English helps emphasize the importance and significance of certain international documents for example Declarations. It makes the person signing the document, particularly if they are not legally trained, consider the document more carefully and appreciate the significance of it. However it must not be forgotten who the document is actually intended for; while the use of international Legal English will result in a formal, impressive and intimidating document, if it causes confusion for the client then neither the document nor the legal professional are correctly fulfilling their role. Someone who does not understand international Legal English will struggle to create, or interpret, a legal document that balances a need for formality with the client’s requirements and understanding.

There is some international debate as to the necessity of Legal English as there is the

argument that the law should be conducted in an international language that is easily understood by the general public. However as mentioned above there is the advantage that the use of Legal English gives a document an authority that standard international English will not be able to do. Also, without an understanding of Legal English it would be impossible to correctly understand and interpret the extensive laws made previously.

Use of International Legal English will depend on the type of correspondence or document. For example a Deed of Variation will obviously contain more Legal English than a letter of advice to a client. There will even be differences between documents for example a contract for a major international company will require a lot more Legal English than the minutes of a neighborhood watch meeting. Without a knowledge and understanding of international Legal English it will be difficult to balance precisely how formal a document should be and how to use Legal English.

Despite the continuing international debate regarding the use of international Legal English it is clear that it is the professional language of the legal profession and thus an important skill for any legal professional to acquire. International Legal English is ingrained in the profession whether this be a positive or negative thing and remaining ignorant of it will only result in a less effective and efficient legal professional.

2.4.2 Legal Arabic terminology

Research on English–Arabic legal translation is scarce compared to research in the areas of English/Arabic translation. Research on English/Arabic legal translation focuses on the features of legal Arabic and the problems of translating Islamic terms. Alwazna investigates the translation problems of the Ḥanbalī Sharī‘a Code from Arabic into English. He discusses the concept of how legal translation can correctly be tested in order to ensure precision and validity for application and implementation as well as the strategies of legal translation. El-Farahaty analyzed the features of English and Arabic legal discourse, with a focus on the similarities and differences between them. She also investigated the techniques of translating certain difficult areas with special reference to an authentic parallel legal corpus. Given the importance of this field and due to the increasing demand of English/Arabic legal translation, research on different aspects of legal translation between these two languages is needed.

In legal translation, ‘isomorphism’ (i.e. one-to-one correspondence) is something unattainable and the possibility of creativity in translating legal documents is highly

unlikely due to some constraints, the first one being asymmetry of legal systems, the second one being incongruency of legal terminology and the third one being legal cultural diversity. The difficulties of legal translation include the technical nature of legal language, the specific nature of this technical language and the legal language which is not a universal language but it is tied up with a national legal system. These constraints are particularly true in the case of translating between English and Arabic.

Legal translation from English into Arabic or vice versa is even more difficult because of the wide gap between English and Arabic language systems, on the one hand, and legal systems, on the other. Both languages belong to different language families, Arabic being a Semitic language while English belongs to the Indo-European languages. Thus, translators from and into Arabic face difficulties on different linguistic levels, be they terminological (i.e. Sharī'a Law vs Common Law terms), syntactic (i.e. modals and passive structures' incongruities), or textual (i.e. lexical repetition and punctuation marks).

III. Types of Legal Documents

3.1.1 Arab Legal Systems

Despite divergent histories and forms of government, there is surprising resemblance among the various judicial systems of the Arab world. Some Arab countries experienced French rule; others were occupied by Great Britain; still more managed to maintain complete independence. Some Arab countries are republics; others are monarchies. Some have tried to build viable parliaments; others have avoided this. Some experienced a wave of socialism; others never attempted a socialist experiment. All these differences have left their imprint on the judicial system, but an external observer is still far more struck by the similarities in court structure, judicial organization, administrative support for the courts, judicial training, and so on.

Because of their similarity, Arab judicial structures tend to have certain common strengths and weaknesses. Their strengths are notable; a professional and respected judicial corps has been built in most Arab countries, sometimes in spite of economic and political difficulties. Procedures have been written to guarantee citizens the assurance that their disputes will be handled seriously and competently; if mistakes are made then avenues for appeal are clear. And many Arab countries have taken strong, positive steps to increase the integrity and the professionalism of their judiciaries in recent years. Some

countries have raised salaries; some have reorganized their judicial councils to give them greater independence; some have reined in exceptional courts; and some have devoted resources to training and continuing education.

As far as the structure of court system In Morocco is concerned, there are three levels of courts for general jurisdiction: Communal, district, and primary courts, appeals and Supreme Court. The communal and District courts have been replaced by what is called “Neighborhood Courts” in Morocco since 2011, which is an alternative to Criminal Court. Instead of charging cases for criminal prosecution, the District Attorney’s Office can refer certain misdemeanor cases to Neighborhood Court, and a panel of volunteer “adjudicators” will hear the case. There are ten Neighborhood Courts across the city. Retrieved on Dec, 15th, 2016 from www.courtinnovation.org/sites/default/files/documents/Plenary%20H.pdf

At Neighborhood Court, the adjudicators decide how to resolve the case. Adjudicators hear from the offender and the victim (in cases where there is a victim), and discuss the impact of the crime on the community. To resolve the case, adjudicators issue “directives,” like community service or restitution, to repair the harm caused by the incident, plus going to Neighborhood Court is voluntary. Anyone who is eligible can go to Neighborhood Court instead of Criminal Court. If an eligible candidate would prefer Criminal Court, the case can be sent there.

Neighborhood Courts have the potential to benefit participants, communities and the criminal justice system. Participants who successfully complete Neighborhood Court directives will have their case dismissed. Communities have the opportunity to resolve incidents locally, directly address the harm caused, and enhance neighborhood cohesion. Neighborhood Courts resolve cases quickly and reduce the burden of low level cases on the criminal justice system.

3.1.2 Western Legal Systems

As far as the judiciary of the West is concerned, there are primarily four courts for general jurisdiction; the first one being the Magistrate Court, the Family Court, the Circuit Court and the Supreme Court.

The Magistrate Court handles small claims. That is where most court cases are heard. Because magistrates have the most contact with the public, they are known as the

"people's court." They hear misdemeanor cases, conduct preliminary examinations in felony cases and hear civil arguments in dispute. Cases lost in magistrate court can be appealed to circuit court.

The Family Court is where disputes related to children and families are heard and resolved. It is a court of Equity convened to decide matters and make orders in relation to family law, such as custody of children. Cases lost in family court can be appealed to circuit courts or to the Supreme Court, depending on the type of case.

The Circuit Court is the name of court systems in several common law jurisdictions. The core concept of circuit courts requires judges to travel to different locales in order to ensure wide visibility and understanding of cases in a region. More generally, some modern circuit courts may also refer to a court which merely holds trials for cases of multiple locations in some rotation.

The Supreme Court is the highest court; the Supreme Court of Appeals. If someone loses a criminal or civil case in the circuit court, it can be appealed to the Supreme Court of Appeals. West Virginia has one of the busiest courts in the nation in terms of the number of appeals filed. The Court receives about three thousand appeals each year.

IV. Projects

4.1 Translation of a will

The first document I had to deal with is a will which I had to translate from English into Arabic; it is composed of two pages and the type of language that is used is highly formal English. One of the intriguing, yet beneficial things in this document is that it introduced me to a new legal jargon in the English language with some technical key terms which, without dwelling a bit on the meaning and aiding myself with a specialized dictionary, I would have had very little chances of translating them correctly.

The important key terms that were used to convey the content of the will were highlighted so that they are given significantly more attention, as if translated wrong, they could alter the meaning or have no meaning at all in the context they are in. A good example would be "real property" as opposed to "personal property". At first, if read all by themselves out of their context, it appears that their meaning is clear, but in fact their meaning in the context slightly diverges as they have come to mean: "real property" the properties which one owns and that cannot be displaced from one place to another, such as real estate and land; whereas "personal property" refers to things which can be displaced such as money and the like.

There are a great many of other law-related technical terms that can be tricky in the process of translation as they definitely belong to the legal jargon, which makes it a bit difficult for the layman in the legal field to get the correct corresponding equivalent term. Among these terms, for the sake of exemplifying, we can find “the general power of appointment”, “absolute discretion”, “estate realization”, “reversionary interests”, “legacy”, “domestic jurisdiction”, “survivorship”, “codicil” ...etc. these terms are purely legal and they entail a legal translation so as to keep the legal nature of the original term. I must say that I personally sought the help of the chief translator with whom I was engaged in the internship so that I was able to translate them accurately. The terms stated above were translated respectively as the following: السلطة العامة للتعيين، الحرية المطلقة للتصرف، تحويل الملك إلى نقود، الملكيات العائدة، وصية، السلطة القضائية المحلية، مرور الممتلكات بعد الوفاة، ملحق وصية.

As for the first term I had to translate, to which I was introduced for the first time in the legal domain, was the term “will”. As much as we do use this term very frequently in the English language in real life, this term has come to mean something completely different from its basic meaning in the legal jargon. Interestingly enough, while I was browsing different sources to get the correct meaning of the term in Arabic, I found that it meant "وصية" in Arabic, which means a sort of legacy that the deceased person passes on to his children in order to accomplish his requests or will; hence the term “will” as an accurate and meaningful equivalent for "وصية" in Arabic.

Two of the intriguing terms I was confronted to during my translation process were “real property” and “personal property”. I personally am, like any other person, used to hearing the phrase “real estate” on a daily basis; which I did understand after a while, but what is interesting is that it was never clear why it was called “real estate” given the fact that it didn’t speak for itself. The two phrases “real property” and “personal property” made it clear to me why so. “Real estate” means the property which one owns and that cannot be moved or displaced, such as houses, lands ...etc. While “personal property” means the property which a person possesses and that can be carried with him, for example money, jewelry and the like. Hence the terms “real” and “personal”, the former meaning you have no hand on it to move it, and the latter meaning you are in total control to move it as you please. I translated the two phrases as "الأموال الغير منقولة" and "الأموال" respectively.

“Estate realization” is another interesting term I came across in the translation process since it has a sheer legal dimension which diverges completely from the mainstream term “realization”, which signifies ‘coming to a conclusion’. Almaany dictionary is probably the most famous and solicited web dictionary for its usefulness and help in all domains, including the legal domain. According to Almaany dictionary, Estate realization means the turning of real property into money so that the money can be used in other investments. Hence, the correct translation of this phrase would be "تحويل الملك إلى نقود".

We also notice in the French language that it is called “L’immobilier”, which speaks for itself as something that cannot be moved.

4.2 Legal case

The second document I had to translate is a legal case in Arabic belonging to the country and law of Morocco; it consists of ending the matrimonial relationship between two persons who have been married for a period of time but were drifted apart as the husband lives overseas and the wife in Morocco. Given the fact that the husband was not able to bring his wife to his place of residency, the wife had to claim divorce as she cannot be married to a person that is very far from her in terms of residency.

As far as the language of the document is concerned, it is a strictly legal language which necessitates that the person translating be fairly knowledgeable in the legal Jargon of both the source text legal jargon and the target text legal jargon.

There were some key terms in the document that were of high significance and which I did translate for the first time ever since I started in the translation domain. Among these terms are "المحكمة الابتدائية" whose equivalent in English is “first instance tribunal”. This term was a little bit easy to translate as we already know it in French in our judicial system by “tribunale de première instance”. Other terms include "النيابة العامة", "كتابة ضبط", "مع النفاذ المعجل", "ضابط الحالة المدنية", "الوقائع", "الشقاق". The terms were translated respectively as the following: Public prosecution department, Court clerk’s office, to be implemented immediately, civil status registrar, Statement of facts, Discord.

The document is a strictly legal document belonging to the Moroccan Judicial system, which is quite interesting since even though the translator’s mother tongue, that is me, is Arabic; there are still difficulties in understanding and assimilating the document’s content given the fact that I, being to some extent inexperienced in the Moroccan law, am not well-acquainted with the jargon of law in Arabic, regardless to what country’s law is in question.

4.3 Consent decree of dissolution of marriage

The third document I had to deal with is an American document that is about a consent decree of dissolution of marriage between two people who wish to end the matrimonial relationship with a mutual consent.

Before I proceed in the analysis of the document, I would like to take some time to talk about what this type of legal document is about. A consent decree of dissolution of marriage is a final order in a divorce case in which you and your spouse reach agreement on all issues. The consent decree document itself is a standard form that you and your spouse fill out after reaching a settlement. Sixty days must pass from the date the divorce petition was served before you can submit a consent decree to the court. Prior to submitting a consent decree to the court for approval, the law requires you and your spouse to prepare and sign a written settlement agreement. A notary witnesses the signing. The settlement agreement resolves all issues, from dividing up property and bills to setting up child custody, support and parenting time. (Retrieved on Dec, 1st, 2016 from www.info.legalzoom.com/consent-decree-arizona-divorce-terms-25171.html).

This document is a fairly long one as it is composed of five pages and contains strictly legal key terms that require some pondering over in order to translate them accurately. Among these terms are: ‘petitioner, respondent, allegations, testimony, family law procedure, jurisdiction, Marital assets, covenant marriage, conciliation provisions, Arizona revised statute, dissolution of marriage, disposition of community property, spousal maintenance, transfer of title, exhibit.’ In the process of translating these terms, I translated them as the following: “ المدعي، المدعى عليه، إدعاءات، شهادة، قانون نظام الأسرة، السلطة، القضائية، الأموال المكتسبة خلال فترة الزواج، زواج العهد، أحكام الإصلاح، النظام الأساسي الجديد لولاية أريزونا، حل عقدة النكاح، الملكية المشتركة، النفقة الزوجية، تحويل حق الملكية، مستند قانوني.

4.4 Divorce (Khul’) case

The fourth document I had to deal with is a legal document corresponding to the Tunisian legal system; hence, I find it useful to give a short description of what the judicial system in Tunisia looks like and in what ways it is similar or different to that of Morocco.

Tunisia is a civil law jurisdiction with laws broadly modelled on the French Civil Code. The creation of modern judicial courts in Tunisia goes back to mid nineteenth century until the end of it and the laws of Tunisia are encapsulated in the Tunisian Civil Code, which is written in Arabic and French. The Judicial powers are represented in the Court of Justice and have criminal, administrative, and civil systems and some judicial review of legislative acts takes place in the Supreme Court in joint session.

As for the Moroccan judicial system part regarding Divorce, the Moroccan family affairs (Mudawana) states clearly the following: “Article 94: If either or both spouses ask

the court to settle a dispute that risks to breakdown their marriage, the court must make all efforts to reconcile them according to the provisions of preceding Article 82”.

“Article 97: In the event reconciliation is impossible to reach, and the conflict between the spouses persists, the court shall make written mention of this in an official report of the proceedings, and grant the divorce as well as fix the vested rights to be paid according to preceding Articles 83, 84 and 85, taking into account each spouse's responsibility for the cause of the separation when considering measures it will order the responsible party to take in favor of the other spouse. The irreconcilable differences suit shall be settled within a deadline not to exceed six months from the date the petition was filed”.

[https://en.wikiversity.org/wiki/Comparative law and justice/Morocco#Legal System](https://en.wikiversity.org/wiki/Comparative_law_and_justice/Morocco#Legal_System)

At the level of the legal terms that are used in the document in question, there are quite similarities between the Tunisian and the Moroccan legal jargon, given the fact that classical Arabic is the language that is used in both of them, except for some terms whose appellation is different in the Tunisian and Moroccan legal Jargon. Among these terms we can find for example the term “طلاق إنشاء” in the Tunisian legal jargon, whose appellation in the Moroccan Legal Jargon is “طلاق الخلع”. This kind of divorce means that the wife deposits a petition against her husband that solicits from the court that the latter should divorce her from her husband for a given reason; that may be due to domestic violence, or inability of the wife to join her husband or anything of the like.

The key technical terms that I had to translate in the document were as follows:

المحكمة الابتدائية، طلاق إنشاء، الأحوال الشخصية، وكيل الجلسة، كاتب الجلسة، العريضة، كتابة المحكمة، عدل التنفيذ، محضر، عقد الصداق. I did translate them as the following: First instance tribunal, Khul’, personal status, chairman, registrar of the court, petition, court clerk, court bailiff (huissier de justice in French), minutes, and finally marriage contract.

4.5 Report in Response to General Assembly Resolution

The fifth document I had to translate was a report in response to the General Assembly resolution. It is about a request that UN Secretary-General Ban Ki-moon put forward in order to implement the 2030 Agenda for Sustainable Development and the Addis Ababa Action Agenda. The request is included in a report on the impact of their implementation and follow-up on the UN system, and the report describes how UN Member States are responding to the 2030 Agenda and the Addis Ababa Action Agenda; the impact that the responses will have on the UN system; areas of activity on which the UN will focus its efforts; and synergies between the Secretariat and the wider UN system in that regard.

Before I proceed in the document, I find it useful to give a short brief definition of what The United Nations General Assembly is.

“The United Nations General Assembly (UNGA or GA) is one of the six principal organs of the United Nations and the only one in which all member nations have equal representation. Its powers are to oversee the budget of the United Nations, appoint the non-permanent members to the Security Council, receive reports from other parts of the United Nations and make recommendations in the form of General Assembly Resolutions. It has also established a wide number of subsidiary organs.”
<http://www.un.org/en/ga/>

In the process of translating this General Assembly Resolution report, I came across many new and interesting terms that I had to translate for the first time, and which I found very important to memorize as they are frequently encountered when translating legal texts. Among these terms we could list “General Assembly Resolution”, which I translated as “قرار الجمعية العامة للأمم المتحدة”, “The Secretary General” I translated as “الأمين العام”, “comprehensive proposal” I translated as “مقترح شامل”, “delivery of mandates” I translated as “توزيع الأوامر”, “agenda” I translated as “برنامج”, “sustainable development” I translated as “التنمية المستدامة”, “Secretariat” I translated as “الأمانة العامة”, “The entities of the secretariat” I translated as “وحدات الأمانة العامة”, “synergies” I translated as “تعاونات”, “Entities of the UN” I translated as “وحدات الأمم المتحدة”, “submissions” I translated as “المقالات”, “consultations” as “المشاورات”, “member states” as “الدول الأعضاء”, and finally “financial implications” as “الآثار المالية”.

V. Conclusion

Translation has established itself as a serious discipline in the present century. The theory and the practice of translation has gained immense popularity as the activity helps in bringing about a cross-cultural exchange. In a globalized world the role of translation has become even more challenging and interesting. New theories are emerging with the production of translation from different parts of the world. The practice of translation in the west and in the post-colonial world contributes towards different debates on it. The area is enriched through all the deliberations and theories proposed and opposed at different moments.

Translation as a human activity can be broadly explained as the following: speech translation, which is a translation of thought and it is the first type of translation. In other words, it is there behind every human action. The second type is non-literary translation in which the translator is not so important - the message or content of the original text is very important and hence the translator is not supposed to make his presence conspicuous. The third type is the translation of literary works in which elements like

culture, ideology, subjectivity etc. are very prominent. In this type the translator makes his presence conspicuous.

Translation as a process involves a careful reading of the texts to be translated. This process of reading is foremost in the activity of translation as it is not influenced by external considerations like market forces, if done in the right spirit. Reading for the purpose of translation is extremely demanding and shouldn't be taken for granted; it is a process which is very important for every translator as the priorities of a translator must be fixed and no external force like the market consumption, globalized economy should influence the act of translation.

Although translation studies constitute a discipline on its own, it is invariably bound up with linguistics along many other disciplines such as history, literary theory, cultural theory etc. Movements like feminism and post-colonialism contribute towards forming new perspectives on the theory and practice of translation. Hence translation is a site for interdisciplinary studies and is capable of keeping itself abreast of the time.

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VII. Glossaries

Translation of a will

Absolute discretion	الحرية المطلقة للتصرف
assets	الأصول
Bequeath	أورث
Call in estate	سحب الملك من التداول
Cash	نقود
Charge to	يقيد على حساب شخص أو شركة
Codicil	ملحق وصية
Credit	إئتمان
Devise	أورث
Domestic jurisdiction	السلطة القضائية المحلية
Duties	رسوم
Estate	ممتلكات
Estate realization	تحويل الملك إلى نقود
Estate trustee	وصي العقارات
Foreign jurisdiction	الولاية القضائية الأجنبية
General power of appointment	السلطة العامة للتعيين

Inheritance	الإرث
Investments	إستثمارات
Just debts	ديون خالصة
Legacy	الوصية
Pay out of	يسدد المال
Personal property	الأموال المنقولة كالمال
Property passing	مرور الملكية
Real property	الأموال الغير منقولة كالعقار
Retain	يبقي
Reversionary interests	الملكيات العائدة
Succession	التركة
Such terms	شروط معينة
Survivorship	مرور الممتلكات بعد وفاتي
Will	الوصية

Translation of a legal case (Moroccan document)

Civil status registrar	ضابط الحالة المدنية
Court clerk's office	كتابة ضبط المحكمة
Discord	الشقاق
First instance tribunal	المحكمة الابتدائية
Public prosecution department	النيابة العامة
Statement of facts	الوقائع
To be implemented immediately	مع النفاذ المعجل

Translation of a legal case (American document)

Allegations	مزاعم / إدعاءات
Arizona revised statute	النظام الأساسي الجديد لولاية أريزونا
Clerk of the court	كاتب الضبط للمحكمة
Conciliation provisions	أحكام الإصلاح

Consent decree of dissolution of marriage	قرار تراض بين الطرفين لحل عقدة النكاح
Country	ولاية
Court	المحكمة
Covenant marriage	زواج العهد
Disposition of community property	الملكية المشتركة
Dissolution of marriage	حل عقدة النكاح
Exhibit	مستند قانوني
Family law procedure	قانون نظام الأسرة
Jurisdiction	السلطة القضائية
Marital assets	الأموال المكتسبة خلال فترة الزواج
Matter	قضية
Petition	إستدعاء
petitioner	المدعي
Respondent	المدعى عليه
Spousal maintenance	النفقة الزوجية
Testimony	شهادة
Transfer of title	تحويل حق الملكية

Translation of a Divorce (Khul') case (Tunisian document)

Chairman	وكيل الجلسة
Court bailiff	عدل التنفيذ
Court clerk	كتابة المحكمة
First instance tribunal	المحكمة الابتدائية
Khul'	طلاق إنشاء
Marriage contract	عقد صداق
Minutes	محضر
Personal status	الأحوال الشخصية
Petition	العريضة
Registrar of the court	كاتب الجلسة

**Translation of a Report in response to General Assembly resolution
(American document)**

Agenda	برنامج
Comprehensive proposal	مقترح شامل
Consultations	مشاورات
Delivery of mandates	توزيع الأوامر
Entities of the secretariat	وحدات الأمانة العامة
Entities of the UN	وحدات الأمم المتحدة
Final implications	الآثار المالية
General Assembly Resolution	قرار الجمعية العامة للأمم المتحدة
Member states	الدول الأعضاء
Secretariat	الأمانة العامة
Secretary General	الأمين العام
Submissions	المقالات
Sustainable development	التنمية المستدامة
Synergies	تعاونات

VIII. Appendices

Project 1 – Translation of a will from English to Arabic

Source text

3. I GIVE, DEVISE and BEQUEATH all my property both real and personal and wheresoever situate including any property over which I may hold a general power of appointment to my Estate Trustee upon the following trusts, namely :

(a) To use an absolute discretion in the realization of my estate with power to my Estate Trustee to sell, call in and convert into money any part of my estate not consisting of money at such time or times and in such manner and upon such terms and either for cash or for credit or for part cash and part credit as my Estate Trustee in the exercise of an absolute discretion decides upon, or to postpone the conversion of my estate or any part or parts thereof for such length of time as my Estate Trustee thinks best. I declare that my Estate Trustee may retain any of my investments or assets in the form existing at the date

of my death, at my Estate Trustee's absolute discretion without responsibility for loss to the intent that investments and assets so retained shall be deemed to be authorized investments for all purposes of this my will. No reversionary or future interests shall be sold prior to falling into possession and no such interests not actually producing income shall be treated as producing income.

(b) To pay out of and charge to the capital of my general estate my just debts, funeral and testamentary expenses, and all estate, legacy, succession and inheritance taxes or duties imposed by the law of any domestic or foreign jurisdiction whatsoever that may be payable in connection with the property passing (or deemed to pass by any governing law) on my death or in connection with any insurance owned by me on my life, or in connection with any gift or benefit given or provided by me either in my lifetime or by survivorship or by this my will or any codicil thereto, and whether such taxes or duties be payable in respect of estates or interests which fall into possession at my death, or at any subsequent time, and I AUTHORIZE my Estate Trustee to commute or prepay any such taxes or duties.

Target text

3. أؤرث بمقتضى هذه الوصية كل ممتلكاتي، سواء غير المنقولة أو المنقولة حيثما وجدت، بما في ذلك الممتلكات تحت سلطتي العامة للتعيين، لوصي العقارات هذا وأنتمنه على ما يلي:

أ. أفوض لوصي العقارات الحرية المطلقة للتصرف بخصوص تحويل ممتلكاتي إلى نقود، وكذا سلطة بيع الملك وسحبه من التداول وتحويل أي جزء غير منقول منه إلى نقود في وقت معين ما وبطريقة معينة ما وتحت شروط معينة ما سواء كان هذا التحويل إلى قيمة مالية أو في شكل ائتمانات أو إلى جزء ذات قيمة مالية وآخر ذات قيمة ائتمانية وذلك وفقا لما يرتأيه وصي العقارات في خضم ممارسته للحرية المطلقة المفوضة له، كما يخول له إرجاء تحويل الملك أو جزء منه لمدة معينة ما كما يراه مناسباً. أصرح أن لوصي العقارات أن يبقى أياً من استثماراتي أو أصولي على حالها المدون الموافق لتاريخ وفاتي، وذلك وفق الحرية المطلقة التي يتمتع بها، دون تحمله لمسؤولية بطلان الصبغة القانونية التي تكتسبها هذه الإستثمارات والأصول المحتفظ بها لأغراض هذه الوصية. لا يسمح ببيع الملكيات العائدة أو الملكيات الموصى بها بعد الوفاة حتى تكون في حيازة المعني بالأمر ولا يجوز استخدام هذه الملكيات لربح المال إذا لم يكن الغرض منها ذلك.

ب. أفوض كذلك لوصي العقارات أن يسدد المال وأن يقيد على حساب رأس ماله الخاص كل من ديوني الخالصة ومصاريف الجنازة والوصية وكذا الضرائب والرسوم المتعلقة بالممتلكات والوصية والتركة والإرث التي تفرضها قوانين أي سلطة قضائية محلية أو ولاية قضائية أجنبية وكيفما كانت طريقة تسديد المال سواء بخصوص مرور الملكية (أو بالأحرى الملكية الجائزة للمرور بعد وفاتي

بمقتضى قانون ما) أو بخصوص أي تأمين بحوزتي ما دمت على قيد الحياة أو بخصوص أي هدية أو منفعة أقدمها طيلة السنين التي عشتها أو بعد وفاتي أو بمقتضى هذه الوصية أو أي ملحق بها وكذا إذا ما كانت هذه الضرائب والأسهم ستسدد بحسب الممتلكات والمصالح المورثة بعد وفاتي أو في أي وقت لاحق، وبه فإنني أفوض لوصي عقاراتي أن يدفع مسبقا أي ضرائب أو رسوم من هذا القبيل أو أن يخفف منها.

Project 2 – Translation of a legal case from Arabic to English

Source text

المملكة المغربية
وزارة العدل
محكمة الإستئناف بفاس

قسم قضاء الأسرة
حكم رقم:
بتاريخ:
ملف رقم:

باسم جلالة الملك وطبقا للقانون

بتاريخ xxx أصدرت المحكمة الابتدائية بفاس وهي تبت في قضايا الأسرة الحكم الآتي نصه:

بين: xxx بصفتها مدعية من جهة.

السكنة: رقم 14 شارع أبي بكر الصديق شقة 10 م.ج. فاس

وبين: xxx بصفته مدعى عليه من جهة أخرى.

السكن: القصبة درب بن زينة رقم 1 مراكش.

تنوب عنه ذة: سناء الأزرق المحامية بهيئة فاس.

بحضور النيابة العامة

الوقائع:

بناء على المقال الإفتتاحي للدعوة الذي تقدمت به المدعية بكتابة ضبط هذه المحكمة بتاريخ 2011/10/31، والمؤدى عنه الرسم القضائي بذات التاريخ والذي تعرض بموجبه المدعية أنها زوجة المدعى عليه وأن هذا الأخير يعمل بالديار الأمريكية وأنه استحال عليها الإلتحاق به لأسباب خارجة عن إرادتها مما أدى إلى وجود شقاق بينهما، ملتمسة الحكم بتطليقها منه مع شمول الحكم بالنفاذ المعجل، مدلية بعقد زواج عدد 138 صحيفة 138 سجل الزواج 156، توثيق فاس.

وبناء على إدراج الملف بغرفة المشورة قصد إجراء الصلح بجلسة بتاريخ 2011/11/14 حضر خلالها الزوجة ونائبها وحضر نائب الزوج وأوضح أنه يتعذر عليه الحضور لكونه يتواجد بالخارج وأوضحت الزوجة أنهما متزوجين منذ 2010-12 وأن الدخول لم يتم بها وصرحت أنها ترغب في

الطلاق لكونه لم يهيء لها الأوراق للذهاب معه إلى الخارج وأوضح نائب الزوج أنه لا يمانع في الطلاق وأوضحت الزوجة أنها مستعدة لإرجاع نصف الصداق للزوج، وبناء على فشل محاولة الصلح بين الطرفين،

وبناء على إحالة القضية على الجلسة المنعقدة بتاريخ 2011/12/15 حضر نائبا الطرفين وألقي بالملف مستنتجات النيابة العامة الرامية إلى تطبيق القانون، فقررت المحكمة حجز القضية للمداولة لجلسة يومه 2011/12/29.

وبعد المداولة طبق القانون

في الشكل:

حيث قدم الطلب وفق ما ارتضاه القانون من شكليات، فوجب قبوله شكلاً.

وفي الموضوع:

حيث يهدف الطلب إلى الحكم وفق ما هو مسطر أعلاه صدر الوقائع.

حول قيام العلاقة الزوجية:

وحيث إن العلاقة الزوجية قائمة بين طرفين الخصومة بمقتضى رسم صداقهما المضمن 138 ص 138 كناش الأنكحة عدد 156 توثيق فاس.

حول ثبوت حالة الشقاق:

وحيث إن مجرد عرض النزاع على أنظار المحكمة بالشكل الذي تم بسطه آنفاً،

يعتبر في حد ذاته قرينة قوية على قيام شقاق مستحكم بين الطرفين، وهو شقاق حاولت المحكمة جاهدة تجاوزه ورأب الصدع الناجم عنه بهدف الحفاظ على كيان الأسرة وذلك من خلال مناشدة الزوجة للعدول عن موقفها إلا أنها أثبت وأصرت على التطلق، وأمام عدم اعتراض الزوج في طلاقها استحال السداد بينهما صلحاً.

وحيث اتضح للمحكمة بالبناء على ما ذكر أن الغاية القدسية من مؤسسة الزواج والمتمثلة في المودة والرحمة والمعاشرة بالمعروف أصبحت منتفية في نازلة الحال بين الزوجين، وأن طلب إنهاء العلاقة الزوجية له ما يبرره الشيء الذي ارتأت معه المحكمة الإستجابة لذلك الطلب.

وحيث إن فك عصمة الزوجية طلاقاً أو تطليقاً قبل البناء لا يوجب للزوجة سوى نصف الصداق، ولما كانت قد حازت جميعه مقدماً فإنها تضحى ملزمة بنمكين مفارقتها من نصفه.

وحيث إن الأحكام القاضية بالتطليق لا تقبل أي وجه من وجوه الطعن في شقها المتعلق بإنهاء العلاقة الزوجية.

وحيث يتعين تحميل المدعى عليه الصائر.

لهذه الأسباب:

حكمت المحكمة علنياً انتهائياً في الشق المتعلق بإنهاء العلاقة الزوجية ابتدائياً في الباقي وحضورياً:

في الشكل: بقبول الطلب شكلاً.

في الموضوع: بتطليق المدعية (...) من زوجها (...) طلاقاً بائنة بسبب الشقاق قبل البناء، وبأدائها له نصف الصداق الواجب له في ذمتها وقدره (1000 درهم) ، مع النفاذ المعجل وجعل الصائر على عاتق المدعى عليه.

ونأمر بتوجيه ملخص هذا الحكم إلى ضابط الحالة المدنية لمحل ولادة الطرفين قصد تضمينه برسمي ولادتهما.

بهذا صدر الحكم في اليوم والشهر والسنة أعلاه وكانت هيئة الحكم تتكون من السادة:

رئيساً

محمد المختاري

عضواً

سعيد جناح

عضوة ومقررة

فوزية معتصم

ممثلة النيابة العامة

بحضور ذة/ رجاء الشرقاني

كاتبة الضبط

وبمساعدة نادية المرنيسي

ختم كاتبة الضبط

ختم المقرر

ختم الرئيس

نسخة طبق الأصل

ختم وزارة العدل

Target text

Kingdom of Morocco

Ministry of Justice

First instance tribunal, Fes

Family affairs section

Judgment no: 8016

Date: 29/12/2011

Portfolio no: 382/1607/2011

In the name of his highness and in accordance with the law

The first instance tribunal issued on 29/12/2011 in Fes the following sentence as it was dealing with family matters:

Between:

xxx as the bearer of the lawsuit case

Residing in no 14 Abu Bakr Saddiq avenue, apart 10, /// Fes

And:

xxx as the accused

Residing in Al Kasba, Ben Zina alley, no 1 Marrakech

Standing on his behalf: Sanae Lazraq, lawyer in the city of Fes.

In presence of the public prosecution department

Statement of Facts

Based on the editorial of the lawsuit which the plaintiff put forth in the court clerk's office on 31/10/2011 and whose legal fees are paid on the same date, in which the plaintiff claims that she is the wife of the accused person, who lives in the United States of America, and that she is not able to join him for external reasons, which brought about their discord (Shi'qaq), she is asking to be legally divorced from him to be implemented immediately, presenting her marriage contract no 138, p. 138, marriage record book 156, registered in Fes.

Based on file insertion in the counselling room in view of a reconciliation session held on 14/11/2011, which the wife and her agent attended along with the husband's agent who explained that the husband is not able to attend for he is overseas and the wife put forward that they have been married since December, 2010 and that their marriage has not been consumed yet; she declared that she wants to be legally divorced for her husband did not **do the necessary things** so that she can join him. The husband's agent made it clear that the husband agrees on divorce and the wife stated that she is ready to give back half of the dowry to the husband.

Based on the failure in reconciling the two sides and on the appealing of the case to the session held on 15/12/2011, the agents of both sides attended and the **deductions** of the public prosecution which will **enforce the law** were added to the case; consequently, the tribunal will be holding the case session on 29/12/2011.

Law enforced after the deliberation:

In form:

The **request** has been approved as it has been carried out in conformity with the legal formalities.

In content:

The petition aims to have a court decree issued in compliance with what has been detailed in the statement of facts.

In the marital procedure:

Whereas the matrimonial relationship is established between the two parties by virtue of their marriage contract filed with 138, marriage book record 138 folio 156, notary section of Fes.

Concerning the established discord (shi'qaq):

Since the mere act of presenting forth the quarrel above to the tribunal is considered to be a strong evidence of a discord between the two parties, and since the tribunal endeavored to reconcile the two parties and avoid the consequences of the discord so as to keep the family together by entreating the wife to reverse her position; however, she refused and insisted on being legally divorced. The husband did not mind divorcing, which made reconciliation between the two parties impossible.

Since it is plain for the tribunal, based on what has been detailed before, that the aim of matrimony consisting of affection, mercy and cohabitation is inexistent between the two parties in this judicial case, and that the request of divorce has a sound justification, the tribunal decided to fulfill the request.

Dismantling of the matrimonial relationship by way of divorce or judicial divorce before marriage consumption allows the ex-wife only half of the dowry, and she has to give back to her ex-husband half of what she has acquired before.

The judgments of judicial divorce are not subject to appeal in terms of matrimonial relationship dismantling.

The accused person has to bear the court expenses.

On the above grounds:

The court has issued publically and officially the following judgment concerning the dismantling of the matrimonial relationship in the first instance tribunal and concerning the two parties in question:

In form: request approved in form

In content: Court agreed to carry out judicial irrevocable divorce between **xxx** and her husband **xxx** due to discord (shi'qaq) before marriage consumption with the wife giving back half of the dowry estimated at 10000 DHS given to her earlier with immediate implementation and the husband has to bear the court expenses.

An abstract of this judgment is to be given to the civil status registrar of the birth place of the two parties so that it is stamped by their birth certificates.

With that the judgment has been issued on the date previously mentioned above by the following panel of court:

Mohamed El Mokhtari Chairman

Said Janah Judge

Fouzia Mouatassim	Reporting Judge
Dr. Rajae Chergani	Public prosecution department representative
Nadia el Mernissi	Court clerk

Following is a signature of:

The Chairman The reporting judge and the court clerk

Authentic copy for service

Stamp of Kingdom of Morocco

Ministry of Justice

The first instance tribunal of family affairs, Fes
court clerk's office

Project 3 – Translation of a legal case from English to Arabic

Source text

Tony Hilton Clerk Superior Court Stamp

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF PIMA

In re the marriage of:

A

Petitioner

And

B

Respondent

NO.

CONSENT DECREE OF DISSOLUTION
OF MARRIAGE
(Without Minor Children)

The court, being fully advised in the matter, finds as follows:

1. This matter was submitted to the Court by Petitioner, and the Respondent having approved the Consent Decree. Further, the Court has reviewed the evidence in support of the allegations contained in the Petition for Dissolution of Marriage and determined that testimony is not necessary to enter the Consent Decree of Dissolution. Further, the matter shall proceed by consent decree pursuant to rule 45 of the Arizona Rules of Family Law Procedure.
2. At the time this action was commenced Petitioner and Respondent were domiciled in Pima County, Arizona and that such domicile had been maintained for more than ninety (90) days prior to the filing of this action.
3. The Court has jurisdiction over both parties in this matter.
4. There are no minor children.
5. This is not a covenant marriage.
6. The marital relationship heretofore existing between the parties is irretrievably broken, and there is no reasonable prospect of reconciliation or resumption of this relationship.

7. The conciliation provisions of Arizona Revised Statute 25-381.09 have been met or do not apply.
8. There has been no domestic violence, and there are no existing orders of protection.
9. Any and all other material allegations set forth in the Petition for Dissolution of Marriage are duly supported by the evidence.
10. The parties agree to proceed by consent.
11. There was no coercion or duress involved in the making of the agreements set forth herein.
12. The distribution of the parties' marital property and obligations is fair and equitable.
13. The parties understand they have the right to retain counsel of their choosing.
14. The parties waive trial in this matter.
15. The Marital Settlement Agreement attached hereto as EXHIBIT 1, and entered into by and between the parties on the 19th day of June, 2014, is fair, just, equitable and reasonable.
16. To the extent it has jurisdiction to do so, the Court has considered, approved and made provision for the disposition of community property and obligations, spousal maintenance and parenting and support arrangements for the minor child.

Wherefore, and good cause appearing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. Dissolution. The marriage of the parties is dissolved, and they are hereby restored to the status of single persons.
2. Agreement. The Marital Settlement Agreement heretofore entered into by and between the parties on the 19th day of June, 2014, and filed herewith, is fair, just, equitable and reasonable with regard to the issues contained therein of division of community property and payment of community financial obligations and no spousal maintenance paid complies with Arizona Revised Statutes. Further, said Marital Settlement Agreement is approved by the Court and ordered incorporated herein by reference and the terms thereof are merged into the Decree, and the parties are ordered to comply with all said terms therein.
3. Transfer Agreement. This Consent Decree can be used as a transfer of title and can be recorded. The parties shall sign all documents necessary and convenient to complete all transfers of title ordered in this Consent Decree, such as motor vehicle title transfers, transfers of title to residences and transfer of title or name to financial accounts. The parties shall transfer all real and personal property as more particularly described in Exhibit 1.
4. Spousal Maintenance. No spousal maintenance is awarded to either party.

5. Final Appealable Order. Pursuant to Arizona Rules of Family Law Procedure, Rule 81, this final judgment/decreed is settled, approved and signed by the Court and shall be entered by the clerk of the court.

Dated: Stamp of JUDGE/COMMISSIONER Pima County Superior Court

Approved:

A, Petitioner

B, Respondent

I certify that I will mail a copy of this Decree within 24 hours to Respondent at her last known address

Signature of A, Petitioner

IMPORTANT – READ THIS NOTICE

Arizona Law A.R.S. 25-503 (1) states that, with certain exceptions, an unpaid child support order that became a judgment by operation of law (this means it became a judgment when it was due and unpaid) expires three (3) years after the emancipation of the last remaining un-emancipated child who was included in the Court order, unless it is reduced to a formal written judgment by the court. The person who is owed child support must apply in writing to the Court to obtain a formal written judgment.

By signing this Decree and subscribing and swearing to this Decree before a notary public, each party affirms that the information contained therein is true and accurate, including the following:

- A) I agree to proceed by consent decree.
- B) I agree there was no coercion or duress involved in the making of the agreements set forth therein.
- C) I agree there has been no domestic violence, and there are no existing orders of protection.

- D) I agree that the division of the marital assets and obligations is a fair and equitable division.
- E) I agree the Marital Settlement Agreement, attached hereto as Exhibit 1, and including but not limited to any and all other attachments and related documents, is my full agreement and I have not agreed to any other terms other than these.

Target text

ختم كتابة ضبط المحكمة العليا طوني هيلتون

المحكمة العليا بولاية أريزونا

مقاطعة بيما

بمقتضى زواج الطرفين،

المدعى: أ

المدعى عليه: ب

مرسوم موافقة حل عقدة النكاح

بدون أطفال قاصرين

رقم: 0869/2014-0

تقر الحكومة بعد اطلاعها الكامل على القضية ما يلي:

1. تم عرض هذه القضية على المحكمة من طرف المدعى بتراض مع المدعى عليه. وقد تمت مراجعة جميع الأدلة الداعمة للإدعاءات الواردة في الإستدعاء المتعلق بحل عقدة النكاح وخلصت المحكمة إلى أنه لا حاجة للإشهاد لإجراء حل عقدة النكاح بتراض بين الطرفين. سيتم التعامل مع القضية بتراض بين الطرفين استنادا إلى المادة 45 من مدونة أريزونا لقانون نظام الأسرة.

2. في تلك الآونة كان الإجراء قد بدأ وكان المدعي والمدعى عليه يقيمان بولاية بيمبا في أرزونا وقد تم **الإحتفاظ** بمحل إقامتهما لمدة تفوق التسعين يوما قبل إحالة هذه القضية **على القضاء**.
 3. يخضع الطرفان في هذه القضية للسلطة القضائية للمحكمة.
 4. ليس هنالك أطفال قاصرين.
 5. لا يتعلق الأمر بزواج العهد.
 6. تم فسخ العلاقة الزوجية بين الطرفين بصفة نهائية ولا وجود لأي إمكانية مصالحة أو تجديد لهذه العلاقة.
 7. **تم استيفاء** أحكام الإصلاح للنظام الأساسي الجديد رقم 381.09-25 لولاية أرزونا **أو لم تطبق**.
 8. لا يوجد أي عنف منزلي وليس هناك أي أوامر للحماية.
 9. كل الإدعاءات الواردة في الإستدعاء قصد حل عقدة النكاح مدعومة جيدا بالأدلة.
 10. قبل الطرفان بالطلاق على تراض بينهما.
 11. لم يتم استعمال أي إرغام أو إكراه في خضم التوصل إلى الاتفاقيات الواردة ههنا.
 12. سيتم توزيع الممتلكات الزوجية والإلتزامات الزوجية على نحو المساواة.
 13. يجوز للطرفين توكيل محام من اختيارهما.
 14. يتنازل الطرفان عن المحاكمة في هذه القضية.
 15. تعتبر اتفاقية حل الزواج المرفقة طيه كمستند قانوني رقم 1 والمنعقدة من قبل الطرفين المعنيين بتاريخ 19 يونيو 2014 منصفة وعادلة ومقبولة.
 16. توافق المحكمة على **التصرف في الملكية والواجبات المشتركة** وكذا النفقة الزوجية وترتيبات الأبوة والأمومة وترتيبات الدعم للطفل القاصر.
- لهذا الغرض أصدرت المحكمة الأحكام التالية:

1. حل عقدة النكاح بين الطرفين واستعادة وضع عازب لكل منهما.
2. اتفاقية حل عقدة النكاح التي عقدها كلا الطرفين بتاريخ 19 يونيو 2014 والمرفقة طيه منصفة وعادلة ومقبولة بخصوص ما تشمله ههنا من تقسيم الملكية المشتركة **وتسديد مصاريف الإلتزامات المالية** عدا النفقة الزوجية التي **لا تتلائم** مع نظام أرزونا الجديد. تمت الموافقة على اتفاقية حل عقدة النكاح المذكورة أعلاه من طرف المحكمة **ومأمور بإدراجها ههنا بالإحالة** كما أن شروط هذه الاتفاقية مدمجة في هذا المرسوم وعلى الطرفين أن يلتزما بها.
3. يجوز لهذا المرسوم التوافقي أن يستعمل كوسيلة لتحويل حق الملكية وأن يحتفظ به. على الطرفين المعنيين أن يوقعوا كل الوثائق اللازمة لإجراء كل التحويلات لحق الملكية المنصوص عليها في هذا المرسوم التوافقي كتحويل ملكية سيارة أو تحويل سندات ملكية إقامات أو تحويل **سند** ما للحسابات المالية. على الطرفين أن يقوموا بتحويل الأملاك الغير منقولة والأملاك المنقولة كما هو سالف ذكره في المستند القانوني رقم 1.

4. لا تجب النفقة الزوجية في حق أي من الطرفين.
5. إمكانية استئناف الحكم النهائي. استنادا لأحكام قانون نظام الأسرة لأرزونا، حكم 81، تمت تسوية هذا الحكم النهائي وتمت الموافقة والتوقيع عليه من طرف المحكمة وستتم كتابته من طرف كاتب الضبط للمحكمة.

قاضي التحقيق: ///

التاريخ: ///

المحكمة العليا بمقاطعة بيما

المدعى عليه: ///

المدعى: ///

أقر بأنني سوف أرسل نسخة من هذا المرسوم إلى المدعى عليه في غضون 24 ساعة

المدعى: ///

إشعار هام

تنص مدونة أرزونا (أ.ر.س. 25-503 (1)) على أن أمر المحكمة بإعالة الأطفال الذي لم يتم استيفاءه يتحول إلى حكم قضائي بمقتضى القانون؛ أي يتحول الأمر إلى حكم قضائي نظرا لعدم الالتزام بالأجل المحدد لتسديد المال، وتنتهي صلاحية هذا الأمر بعد نفاذ ثلاث سنوات من تحرير آخر طفل مشمول في حكم المحكمة ما عدا إذا تمت كتابته من طرف المحكمة. يتعين على الشخص الحامل لحق إعالة الأطفال أن يتقدم للمحكمة للحصول على حكم رسمي مكتوب.

يشهد كلا الطرفين بمقتضى توقيع هذا القرار وآداء القسم أمام الموثق أن المعلومات المضمنة في القرار صحيحة ومضبوطة بما في ذلك المعلومات الآتية:

- أ. أقبل بحكم الطلاق بقرار التراضي
- ب. أؤكد أنه لم يتم استعمال أي إكراه أو ضغط للتوصل إلى الإتفاقات الواردة في هذا الحكم.
- ت. أؤكد عدم وجود أي عنف منزلي وانعدام أي أوامر للحماية.
- ث. أؤكد أن تقسيم الأموال المكتسبة خلال فترة الزواج وكذا الموجبات الزوجية هو تقسيم منصف وعادل.

ج. أصرح بأن اتفاقية تسوية الزواج الملحقة ههنا كمستند قانوني 1 التي تشمل كل الوثائق المرفقة والأخرى ذات صلة والغير منحصرة فيها هي موافقتي الكاملة وأني لم أوافق على أية شروط أخرى عدا هذه.

Project 4 – Translation of an Arabic Divorce (Khul') case into English

Source text

الجمهورية التونسية

وزارة العدل وحقوق الإنسان

المحكمة الابتدائية

الحمد لله

حكم طلاق إنشاء

القضية عدد: ...

جلسة: ...

باسم الشعب

أصدرت المحكمة الابتدائية ... المنتصبة للقضاء في مادة الأحوال الشخصية جلستها المنعقدة بقصر العدالة يوم ... برئاسة وكيلها: السيد الحبيب العجيلي وعضوية القاضيين السيدين: الممضيين عقبه وبمساعدة كاتب الجلسة السيد: ... الحكم الآتي بيانه بين:

الحكم الآتي بيانه:

المدعي: ... // من جهة //

المدعى عليها: ... // من جهة أخرى //

بمقتضى العريضة المقدمة لكتابة المحكمة من طرف المدعي والمبلغة إلى المدعى عليها بواسطة عدل التنفيذ السيد ... بتاريخ ... حسب محضره عدد ... والمتضمنة التنبيه عليه بالحضور بالجلسة الصلحية المنعقدة يوم ... على الساعة ... مساء وما يليها للنظر فس الدعوى الآتي بيانها:

موضوع الدعوى

يعرض المدعي أنه تزوج بالمدعى عليها بمقتضى عقد صداق محرر لدى عدلين بتاريخ ... وتم البناء بينهما ولم ينجبا أبناء إلا أن الحياة الزوجية ساءت بينهما بشكل يتعذر معه استمرارها بسبب تباين الطباع لذا فهو يطلب إيقاع الطلاق بين الطرفين إنشاء منه للمرة الأولى بعد البناء والتنصيب على ذلك بالدفاتر المختصة وبطرة رسم صداقهما.

الإجراءات

وبموجب ذلك رسمت القضية بالدفتري المعد لنوعها تحت ... ونشرت بالجلسة الصلحية المعينة لها وفيها حضر المدعي وتمسك بطلب إيقاع الطلاق بينه والمدعى عليها إنشاء منه ولم تحضر الزوجة.

وبعد ختم المحاولة الصلحية بعدم التوفيق بين الطرفين أحييت القضية على الطور الحكمي أين تتالى نشرها بعدة جلسات اقتضاها سيرها كانت آخرها جلسة يوم ... وفيها الأستاذ ... يعلن نيابته عن المدعي ويتمسك بالدعوى ولم تحضر المدعى عليها بعد النداء.

وإثر ذلك أخرجت القضية للمفاوضة والتصريح بالحكم بالجلسة المبين تاريخها بالطالع وفيها بعد المفاوضة طبق القانون صرح علنا بما يلي:

المحكمة

في الدعوى الأصلية

حيث كانت الدعوى ترمي إلى طلب الحكم بالطلاق طلاقاً أولاً بعد البناء إنشاء من الزوج المدعي على معنى الفقرة الأخيرة من الفصل 31 من م أ ش.

وحيث وبالطور الصلحي تمسك المدعي بطلب إيقاع الطلاق بينه وبين المدعى عليها إنشاء منه ولم تحضر المدعى عليها وتعذر الصلح بين الطرفين

في الطلاق

حيث أن العلاقة الزوجية ثابتة بين الطرفين برسم الصداق المضاف بالملف وبتصادق الطرفين على ذلك

وحيث خول الفصل 31 من م أ ش بفقرته الثالثة طلب إيقاع الطلاق بناء على رغبة الزوج أو مطالبة الزوجة به

وحيث تأسست الدعوى على طلب إيقاع الطلاق إنشاء من الزوج المدعي

وحيث باءت المساعي الصلحية بالفشل رغم بذل قصارى الجهد فيها وذلك أمام إصرار المدعي على طلب الطلاق إنشاء منه على معنى الفقرة الأخيرة من الفصل المشار إليه أعلاه

وحيث لا يسع هذه المحكمة إلا الإستجابة إليه والحكم بين الطرفين المتداعيين
وحيث تحمل المصاريف القانونية على المدعي.

ولهذه الأسباب

قضت المحكمة ابتدائيا بإيقاع الطلاق بين الطرفين المتداعيين للمرة الأولى بعد البناء إنشاء من
الزوج المدعي والإذن بالتنصيص على ذلك بدفاتر حالتها المدنية وبطرة رسم صداقهما وحمل
المصاريف القانونية على المدعي.

Target text

Republic of Tunisia

Ministry of justice and human rights

First instance tribunal

Praise be to God

Divorce (Khul') case

Case number: ///

Session date: ///

In the name of the people,

The first instance tribunal entitled to judge in matters of personal status issued a judgment
in its session held on /// in the palace of justice presided by chairman Mr. /// along with
judges Mr. /// and Mr. ///, whose signatures are below, and with the help of the registrar
of the court Mr. /// :

The judgment:

The petitioner: ///

The respondent: ///

By virtue of the petition presented to court by petitioner and handed thereafter to respondent via the court bailiff Mr. /// on /// in compliance with the present minutes number /// and which warns the petitioner to attend the reconciliation session held on /// at /// and what follows the session to consider the case down below:

Petition

The petitioner claims that he married the respondent by virtue of a marriage contract set by Adults on /// and there has been marriage consumption but they do not have children. Due to differences in their characters, their marital life is no longer viable, hence he demands divorce by Khul' for the first time after consumption of their marriage and brings forth the necessary documents and their marriage contract.

Measures

Thereunder the case has been entered into the register it belongs to under number /// and it has been presented in the reconciliation session which the petitioner attended still insisting on divorce without the respondent attending.

After the failure in reconciling the two sides, the case has been referred to the judgment phase which, due to its complexity, necessitated many sessions the last of which was held on /// and Mr. /// substituted the petitioner and holds on to divorce and the respondent did not attend the session.

Subsequently, the case has been referred to negotiation and the court judgment was issued on session date /// in which the following was announced:

Court

The petition

Whereas the petition aimed at divorce for the first time after marriage consumption by the will of the petitioner in compliance with article 31 of the M A C code.

Whereas the petitioner insisted on divorce despite the attempt for reconciliation between the two sides and the respondent was not there, but the attempt for reconciliation failed.

Divorce

Whereas the matrimonial relationship is standing between the two sides by virtue of their marriage contract added to the folder and with the mutual consent of both parties.

Whereas article 31 of the M C A code allows one of the two parties to seek divorce non-mutually.

Whereas the divorce in the petition is only from the husband's side.

Whereas the attempts for reconciliation were in vain since the petitioner was firm about the divorce in accordance with the last paragraph of the article stated above.

Whereas the court can only adhere to the petitioner's will and issue a judgment between the two sides involved.

Whereas the petitioner will be bearing the legal expenses.

Judgment

Court has issued judgment of divorce between the two parties as a first divorce request after marriage consumption and the permission to confirm divorce by their civil status record book and their marriage contract and the petitioner has to bear the legal expenses.

Project 5 – Translation of a report in response to General Assembly resolution from English to Arabic

Source text

1. The present report is prepared in response to General Assembly resolution 70/247, in which the Assembly requested that the Secretary-General provide a comprehensive proposal addressing the effective and efficient delivery of mandates in support of the 2030 Agenda for Sustainable Development and the Addis Ababa Action Agenda of the Third International Conference on Financing including the Department of Economic and Social Affairs, the United Nations Conference on Trade and Development, the regional commissions and the United Nations Development Account.
2. The entities of the Secretariat were requested to explain changes in their work programmes and provide examples of synergies within the Secretariat and the wider United Nations system. Entities of the United Nations system were also invited to provide input. Information was received from a total of 38 entities. The submissions, and subsequent consultations among the offices supporting the implementation of the two Agendas, have served as the basis for the present report.
3. The scope of the report is limited to the secretariat, in keeping with the request of the General Assembly in resolution 70/247. In section II, the report addresses how Member States are responding to the two Agendas and the impact that the responses will have on the United Nations system. In section III, the report provides a description of the synergies between the Secretariat and the wider United Nations system. The areas of activity on which the Organization will focus its efforts to support implementation by Member States of the two Agendas are set out in section IV. The financial implications of the proposals and the actions requested of the General Assembly are set out in sections V and VI.
4. The present report is submitted in addition to the report of the Secretary-General on the revised estimates resulting from the decisions contained in the Addis Ababa Action Agenda of the Third International Conference on Financing for Development and the outcome document of the United Nations summit for the adoption of the post-2015 development agenda, entitled “Transforming our world: the 2030 Agenda for Sustainable Development” (A/70/589).

II. Context

5. The 2030 Agenda and the Addis Ababa Action Agenda were shaped by States Members of the United Nations and agreed by their Governments in 2015. The 2030 Agenda is universal, integrated and indivisible. The full implementation of the Addis Ababa Action Agenda is critical for the realization of the Sustainable Development Goals and targets.
6. The 2030 Agenda and the Addis Ababa Action Agenda are interdependent. Achievement of the Sustainable Development Goals requires ambitious, comprehensive, holistic and transformative actions that follow up on the commitments reached in Monterrey, Mexico, in 2002 and in Doha in 2008 and strengthen the means of implementation and financing for the development follow-up process. Both Agendas, serve as the basis for actions to be undertaken within communities and countries, under the leadership of national Governments and with the engagement of a broad range of stakeholders.
7. Progress towards the achievement of the two Agendas would be boosted by turning the commitments set out in the Paris Agreement into ambitious action on climate change at the global, national and subnational levels. Effective management of disaster risk, as called for in the Sendai Framework for Disaster Risk Reduction 2015-2030, will also be needed to ensure the sustainability of development and investments.
8. Countries will review progress through national processes that involve multiple stakeholders. They will be able to share national experiences, describe progress, outline challenges and identify emerging issues at the annual high-level political forum on sustainable development and the Economic and Social Council forum on financing for development follow-up. The forums provide Member States with an opportunity to demonstrate political leadership and to oversee a constellation of follow-up and review processes, facilitating guidance and recommendations for follow-up. They will not only serve to encourage the coordination of sustainable development policies, thus helping to ensure that the 2030 Agenda remains relevant and ambitious but will also foster coherence within the United Nations system. The two forums will interface with the General Assembly, the Economic and Social Council and other relevant organs and forums, in accordance with their mandates. There will be effective linkages with the follow-up and review arrangements of all relevant United Nations conferences and processes, including on least developed countries, small island developing States and landlocked developed countries.

Target text

1. تم إعداد هذا التقرير استجابة للقرار رقم 247/70 للجمعية العامة للأمم المتحدة التمسست فيه هذه الأخيرة من الأمين العام تقديم مقترح شامل بخصوص التوزيع الناجع والفعال **للأوامر** الداعمة لبرنامج التنمية المستدامة لسنة 2030 وكذلك جدول أعمال أديس أبابا للمؤتمر الدولي الثالث حول تدبير الموارد المالية للتنمية الذي تضمنته الأمانة العامة داخل المنظومة الواسعة للأمم المتحدة، بما في ذلك قسم الإقتصاد والشؤون الإجتماعية، مؤتمر الأمم المتحدة للتجارة والتنمية، اللجان الإقليمية وكذا تقرير الأمم المتحدة للتنمية.
2. وقد التمس من وحدات الأمانة العامة توضيح الاختلافات في برامج أعمالهم وتقديم أمثلة للتعاونات داخل الأمانة العامة ونظام الأمم المتحدة بشكل عام، كما تم استدعاء وحدات نظام الأمم المتحدة للإدلاء بالمعلومات وقد حصل على المعلومات من ما مجموعه ثمانية وثلاثون وحدة. وقد ساهمت في كتابة هذا التقرير المقالات والمشاورات الموائية بين مختلف المقرات التي تدعم تطبيق جدولي الأعمال المذكورين سالفًا.
3. يقتصر نطاق التقرير على الأمانة العامة وذلك تماشياً مع طلب الجمعية العامة للأمم المتحدة بمقتضى قرار رقم 247/70. يتطرق التقرير في القسم الثاني إلى كيفية استجابة الدول الأعضاء إلى البرنامجين المذكورين وتأثير هذه الإستجابة على نظام الأمم المتحدة. في القسم الثالث يقدم التقرير وصفاً للتعاونات بين الأمانة العامة والمنظومة الواسعة للأمم المتحدة. يتمحور القسم الرابع حول المجالات التي ستركز عليها المنظمة لدعم تطبيق البرنامجين من طرف الدول الأعضاء. يتضمن القسم الخامس والسادس الآثار المالية للمقترحات والإجراءات المطلوبة من الجمعية العامة.
4. تم تقديم هذا التقرير بالإضافة إلى تقرير الأمين العام على أساس التقديرات المنقحة الناتجة عن القرارات الواردة في جدول أعمال أديس أبابا للمؤتمر الدولي الثالث حول تدبير الموارد المالية للتنمية وكذا الوثيقة النهائية لقمة الأمم المتحدة لاعتماد جدول أعمال التنمية لما بعد سنة 2015 بعنوان " لأجل تغيير عالمننا: برنامج 2013 للتنمية المستدامة" (589/70/أ).

II. السياق

5. تم إنشاء برنامج 2013 وجدول أعمال أديس أبابا من طرف الدول الأعضاء في الأمم المتحدة وصادقت عليهما حكومات هذه الدول سنة 2015. ويعتبر برنامج 2013 عالمياً وموحداً وغير قابل للتقسيم. فالتنفيذ الكامل لجدول أعمال أديس أبابا هو عنصر حاسم في تحقيق الأهداف والغايات للتنمية المستدامة.

6. يرتبط كل من برنامج 2013 وجدول أعمال أديس أبابا ارتباطا وثيقا ببعضهما البعض، ويتطلب تحقيق أهداف التنمية المستدامة **إجراءات** طموحة وشمولية وتحويلية تابعة للالتزامات المتفق عليها في مونتري، مكسيكو سنة 2002 وفي الدوحة سنة 2008 وداعمة لوسائل تطبيق وتمويل عملية مواكبة التنمية. فكلا البرنامجين هما أساس الإجراءات التي يتعين القيام بها داخل المجتمعات والدول تحت قيادة الحكومات الوطنية وبمشاركة مجموعة واسعة من حملة الأسهم.

7. يتعين بغرض تحقيق تقدم ملموس للبرنامجين تحويل الالتزامات المنصوص عليها في اتفاق باريس إلى عمل طموح على المستوى العالمي والوطني ودون الوطني. سيكون من المفيد أيضا القيام بتدبير فعال لمخاطر الكوارث كما تمت المطالبة به في إطار سندي للحد من مخاطر الكوارث لسنة 2015-2030 وذلك بغرض ضمان استدامة التنمية والاستثمارات.

8. سيتم تقييم التقدم من طرف مختلف الدول عبر عمليات وطنية تشمل العديد من حملة الأسهم، وسيخول لهم أن يتبادلوا الخبرات الوطنية وأن يصفوا التقدم المحصل عليه كذلك وأن يعرضوا التحديات وأن يحددوا القضايا الناشئة في المنتدى العالمي السياسي السنوي حول التنمية المستدامة ومنتدى المجلس الاقتصادي والاجتماعي حول التدبير المالي لمتابعة التقدم. تتيح هذه المنتديات أمام الدول الأعضاء الفرصة لإبداء قيادتهم السياسية والإشراف عن مجموعة من العمليات التتبعية وعمليات المراجعة التي تسهل التوجيهات والتوصيات للمتابعة. بالإضافة إلى كون هذه المنتديات تشجع التناسق بين سياسات التنمية المستدامة ومنه ضمان سيرورة وطموح برنامج 2013، فإنها تعزز أيضا التماسك داخل منظومة الأمم المتحدة. سيتم التفاعل بين المنتدىين المذكورين والجمعية العامة وكذا المجلس الاقتصادي والاجتماعي وغيره من الأجهزة والمنتديات ذات الصلة بالموضوع وفقا للصلاحيات المخولة لهم. ستكون هنالك صلة وثيقة بالإجراءات التتبعية وترتيبات المراجعة لجميع مؤتمرات وإجراءات الأمم المتحدة ذات الصلة والتي تخص الدول الأقل تقدما والدول الجزرية النامية الصغيرة والدول المتقدمة غير الساحلية.