

Exercise 2: Explain passivization and nominalization in legal English and legal Arabic, and provide examples from different text types.

Exercise 3: What are the common textual features used in Legal English?

Exercise 4: ‘Reference and ellipsis are scarce features in legal English.’ Discuss this statement in pairs.

Exercise 5: List the most common lexical, syntactic and textual features in the following document:

LAST WILL AND TESTAMENT

OF [CLIENT’S NAME]

I, [Client’s name] of [City], [County’s name] County, _____ am over the age of eighteen (18) years of age.

At the time I signed this Last Will and Testament, I was of sound and disposing mind and memory. I was not acting under the undue influence of any person at the time that I signed this Last Will and Testament.

I make, publish and declare this instrument to be my Last Will and Testament. By signing this document, I revoke any and all former Wills or Codicils, previously made by me, if such documents existed prior to the signing of this Last Will and Testament.

1. IDENTITY OF TESTATOR OR TESTATRIX’S FAMILY

[If the client is married, then state the following:]

1.1 I declare that I am now married to [Client’s spouse] and all references in this Will to ‘my spouse’ are to [him or her].

[Or if the client is not married, then state the following:]

1.1 I declare that I am not currently married. All references in this Will to ‘my spouse’ are to the person, if any, that I marry after the date this will is signed.

[If the client has living children, then state:]

1.2 I have [Number and names of the client’s children]

(a) All references in this Will to ‘my children’ are to such children and to any children subsequently born to or adopted by me.

[If the client does not have any living children, then state the following:]

1.2 I currently have no living children. All references in this Will to ‘my children’ are to any children subsequently born to or adopted by me.

[If the client’s spouse has children from previous marriages, then state the following:]

My spouse has [Number of client's spouse's children from previous marriages:]

[Next: should those children be included in the will or not: If so then state:]

My spouse's children from previous marriages as identified above shall be included in this will as my children for purposes of inheritance under this Last Will and Testament.

[If those children shall not be included in the gift, then state:]

My spouse's children from previous marriages as identified above shall not be included in this will as my children for purposes of inheritance under this Last Will and Testament.

[If the client has grandchildren, then state the following:]

1.3 I have [Number of client's grandchildren:]

- (a) All references to grandchildren in this will are to such grandchildren and to any other grandchildren subsequently born to or adopted by my children after the date this will is signed prior to my death.

[If the client does not have any grandchildren, then state the following:]

1.3 I have no grandchildren. All references to grandchildren in this will are to any grandchildren subsequently born to or adopted by my children after the date this will is signed prior to my death.

[If the client has deceased children, then state the following:]

1.4 I have [Number of client's deceased children] deceased children.

[If the client does not have any deceased children, then state the following:]

1.4 I have no deceased children.

2. PAYMENT OF FUNERAL EXPENSES AND TAXES

2.1 I direct that my funeral expenses shall be paid by my Executor as soon as practicable after my death.

2.2 All debts, funeral expenses, taxes and administration expenses including any interest and penalties, which may be payable by reason of my death or due at the time of my death shall be charged against and paid out of my residuary estate unless my spouse and children all agree to a different payment method. I do not intend specific gifts to be exempt from taxes and expenses.

2.3 Payment for the above expenses shall not be made from the proceeds of any life insurance policies payable to my beneficiaries unless the insurance policy is payable to my estate instead of a named beneficiary.

2.4 My Executor is specifically given the right to renew and extend, in any form that my Executor deems best, any debt or charge existing at the time of my death.

3. PROPERTY BEING DISPOSED

3.1 It is my intention to dispose of all of my property that I may own or control including but not limited to all real and personal property or other interests, community and separate, which I have the right to dispose of by this Last Will and Testament.

4. BEQUESTS AND DEVISES

[If the client desires to make any specific bequests, then state:

4.1 I make the following specific gifts: I give, bequeath and devise to [Recipient's name or names and list the property given:]

[Describe the specific bequest]

I give, bequeath and devise the rest and residue of my property, except for the specific gift made above, including but not limited to real, personal, separate and community property, wherever situated of which I may die seized or possessed or to which I may be entitled at the time of my death to my spouse, [Client's spouse].

[If the client does not want to make any specific gifts, then state the following:]

4.1 I give, bequeath and devise all of my property, real, personal, separate and community, wherever situated of which I may die seized or possessed or to which I may be entitled at the time of my death to my spouse, [Client's spouse].

4.2 In the event that my spouse predeceases me, then I give, devise and bequeath all of my property, real, personal, separate and community, of every kind and character and wheresoever situated to my children in equal shares per stirpes.

4.3 By use of the term 'per stirpes' I mean that if any of my children have predeceased me, then I direct my Executor to give that predeceased child's share to his or her issue in the inheritance that the deceased child would have received if the child had survived me.

4.4 If at the time of my death I leave surviving me any other child or children born to or adopted by me subsequent to the date of this Will, then it is my will and I direct that this Paragraph (4.4) shall inure to the benefit of and shall include as a beneficiary hereunder along with my children named above, any and all children born to or adopted by me so that all of my children shall take and receive such property under this provision of my Will in equal proportions.

4.5 If all of my children should predecease me and there are no other children born to or adopted by me, and there are no issue of such predeceased child or children, then I bequeath and devise all of the rest and residue of my property, real, personal, separate and community to [State the names of the alternate beneficiaries and the amount of property they shall inherit and whether it shall be an equal or unequal division such as to share and share alike in equal shares.]

4.6 Should the beneficiaries described above predecease me, then I bequeath and devise all my property of whatever character to my heirs at law, to share and share alike in equal shares.

4.7 In the event that any beneficiary or devisee under this will shall die within a period of ninety (90) days after my death, then such beneficiary or devisee shall be deemed to have predeceased me. In that event, I direct that all the provisions of this Will be construed upon that assumption.

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Exercise 6: List the most common lexical, syntactic and textual features of the following text:

قانون الاحوال الشخصية لعام 1959

الباب الثاني

الفصل الأول: المحرمات وزواج الكتابيات

المادة الثانية عشرة :

يشترط لصحة الزواج أن تكون المرأة غير محرمة شرعاً على من يريد التزوج بها.

المادة الثالثة عشرة :

أسباب التحريم قسمان مؤبدة ومؤقتة فالمؤبدة هي القرابة والمصاهرة والرضاع والمؤقتة الجمع بين زوجات يزدن على أربع وعدم الدين السماوي والتطليق ثلاثاً وتعلق حق الغير بنكاح أو عدة وزواج إحدى المحرمين مع قيام الزوجة بالأخرى.

المادة الرابعة عشرة :

يحرم على الرجل أن يتزوج من النسب أمه وجدته وإن علت وبنته وبنت ابنه وبنت بنته وإن نزلت. وأخته وبنت أخته وبنت أخيه وإن نزلت وعمته وعمته وأصوله وخالاته وأصوله . ويحرم على المرأة التزوج بنظير ذلك من الرجال.

المادة الخامسة عشرة :

يحرم على الرجل أن يتزوج بنت زوجته التي دخل بها وأم زوجته التي عقد عليها. وزوجة أصله وإن علا وزوجة فرعه وإن نزل.

المادة السادسة عشرة :

كل من تحرم بالقرابة والمصاهرة تحرم بالرضاع إلا فيما أستثني شرعاً.

المادة السابعة عشرة :

يصح للمسلم أن يتزوج كتابية، ولا يصح زواج المسلمة من غير المسلم.

المادة الثامنة عشرة :

إسلام أحد الزوجين قبل الآخر تابع لأحكام الشريعة في بقاء الزوجية أو التفريق بين الزوجين .

<<https://docs.google.com/file/d/OB81TLJi5y4TKcXF3MFJnUTFwUmc/edit?pli=1>>

Exercise 7:

1. What are the system-based and culture-specific terms in the above document? Explain these terms in English.
2. Translate the document into English.
3. In small groups discuss the procedures you used to translate the above document (refer to chapter 4 for information on the procedures of translation and techniques of adaptation).

Exercise 8: Distinguish between formality in legal English and legal Arabic, and give examples to support your arguments.

Exercise 9: Read the parallel Arabic–English versions of the Arab Charter of Human Rights, discuss the use of gender terms and pronouns in the Arabic version, and compare them to the English version.

Exercise 10: Compare between archaic terms in English and their counterparts in Arabic.

Exercise 11:

1. What are the elements that make the following Arabic excerpt complex?
2. Give other examples of complex sentences from English and Arabic legal documents and list the major elements that make them complex.

في حال مخالفة المورد لكل أو بعض شروط التعاقد أو في حال امتناعه أو عرقلته للتوريد بما يمس بمصلحة وزارة الصحة أو يعرض مصالحها للضرر يحق لوزارة المالية مصادرة كفالة حسن التنفيذ والرجوع عليه بالتعويض عن كل عطل أو ضرر لحق بها كما أن لها الحق في الحصول على المواد التي يتخلف المورد عن توفيرها من المورد الذي يليه في السعر أو الشراء بالطرق التي تراها محققة لمصلحتها وإلغاء التعاقد معه ودفع فروق الأسعار مضافاً إليها 10 % مصاريف إدارية من ضمانته البنكية وليس للمورد الذي خالف أي شرط من شروط التعاقد أو تخلف عن أو عرقل عمليات التوريد الحق في المطالبة بأية تعويضات أو المطالبة باسترداد كفالة حسن التنفيذ أو المطالبة بفروق الأسعار إذا تمكنت الوزارة من توفير تلك المواد بسعر أقل من سعر المناقصة الذي تم التعاقد بموجبه وفي حال عدم كفاية الضمانة لتغطية فروق الأسعار لوزارة المالية الحق في خصم أي مبالغ تتبقى من مستحقاته لديها.

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Exercise 12: Discuss the parallel translation of the following doublets and triplets in Examples 1, 2 and 3:

1. Is the technique of translating them justified?
2. Suggest other translations if you disagree with these translations.

Example 1

وصيا شرعيا و متكلما مرعيا	legal guardian and competent spokesman
بطوعي و اختياري	voluntarily and of my own free will
و انا لست مدهوشا و متمتع بقواي العقلية	being fully aware and of sound mind
عصمتي و عقد نكاحي	my matrimonial authority and to my contract of marriage.