

The Legal Translator a Photocopying Machine!

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Abstract

By coaching the current research problem within a psycholinguistic model of analysis such as relevance theory, we aim to show how translating a legal document (Specific Power of Attorney in our case) can be geared towards the maximization of relevance. The main thrust of the argument is like this: the translator should be able to infer the meaning the original text is intended to communicate to his/her audience by optimizing the ratio between the contextual gains and the processing effort in that any additional cognitive effort should be invested in producing additional contextual effects. According to Gutt (2000: 170), this can only be done when the translated text shares "all the communicative clues of that original." Concisely, by issuing the Specific Power of Attorney, the donor of the action is legally conferring certain duties/responsibilities to the Attorney in Fact to represent and carry out on behalf of the donor. The legal translator, the argument goes, has to account for the demands of customer's satisfaction: the judge, the lawyer, clerks in the Department of Land, and the layman. An integration approach that combines the notion of Genre with the principle of Relevance, we hope to show, facilitates the process of selecting and narrowing down the relevant information with the least processing cognitive effort.

Keywords: Translation, Legal documents, Relevance theory, Arabic

1. Introduction

A legal document, “Specific Power of Attorney”, was translated from English into Arabic by a specialized translation agency, and then forwarded to the Department of Land to authorize the attorney-in-fact perform the deeds tailored by the creator of the document. Upon processing the Arabic version of the document, the clerk at the Department of Land rejected it on the ground that the document does not sound legal; the wording of the Arabic document itself failed to enshrine a positive legal act(s). In relevance-theoretic terms what this basically means is that the document, as a legal genre, has unfortunately generated a negative cognitive effect upon the audience (namely the clerk at the Department of Land), and has thus failed to create a successful act of communication; it hampers, so to speak, the essential communicative nature of the translational interaction. By way of steering the target text (henceforth TT) audience to the source text (ST), the translator foreignized the text, creating obstacles to smooth communication.

Because legal communication can, according to by Sarcevic (1997: 56) “be effective only if interaction is achieved between text producers and receivers,” a successful translation measure of a legal document is not just based on formal correspondence; it has to account for the legal effect embedded in the text. This means that the legal translator is required to be an interdisciplinary expert with thorough knowledge of the legal systems involved in translation (see Nord 1997: 28).

Although literal translation may bring about loyal and faithful translation to the source text, it may also make the translation in some context(s) weird, exotic and outlandish. This act of “foreignization”, to use Venuti's term, is an intrasemiotic act, or a “direct quotation”, to use Gutt's (2000) terminology, whereby the text producer acts as someone quoting a verse from, say, a Divine book but could not figure out the semantic load of the quotation, let alone the intentionality of the quotation. In legal texts, it is always crucial to focus on the “intended legal effect”, to use Sarcevic's (2000: 4) term, rather than to just focus on the formal encoding of the message. In other words, the Arabic version turned out to be a word for word quotation and has thus failed to account for the desirable inference(s). To translate, as argued by Pinto (1999:108-109), is to mediate between languages and cultures, to operate a constant decision making process. This implies that a translator of a performative document has to account for the genre convention and the legal information couched in the utterance.

This puzzle has fueled our interest to briefly analyze the narrative that took and may take place in an academic institution such as Yarmouk University from a relevance-theoretic perspective. Both texts of the document, the Arabic and the English, were passed to the MA students in Translation at Yarmouk University. Unlike the clerk at the Department of Land, the students have positively appreciated the translation, labeling it as a good legal text and claiming that the document sustains faithfulness and loyalty to the English text. The Arabic version, as viewed by a class of 16 MA students, constructs, according to them, a successful act of communication across the borders.

To challenge the students' reaction, we took them aback by the negative response of the clerk at the Department of Land, for the document, notwithstanding faithful and loyal to the

English document, fails to re/generate the desirable legal effect(s) on the audience (i.e., the clerk at the Department of Land). Alas! Puzzlement appeared on their faces: with whom to conduct business, their Bible, the assigned material they chew in the class, or the demand of the consumer - the clerk at the Department of Land, lawyer and the court. Acting this way reminds the reader with the substitution theory of metaphor whereby the literal meaning “he is courageous” is a substitute of the metaphoric text “he is a lion”. In this vein, the translator’s autonomy was always questioned by those who thought of him/her “as a monkey with no choice save to make the same grimaces as his master“ (Leppihalme, 1997:19) and a “creative reader/writer negotiating the document” (Lev ý, 1963: 115; De Groot, 1998: 23; and Snell-Hornby 2006: 54, to mention just a few). Viewing the role of the translator, handling a legal text, as a machine makes the reader come up with the assumption that the text, in a particular social context, does not constitute any social practice that comprises reinforcement and implementation of the document.

At the level of detail we are considering here a point worthy of mention is that this narrative delineates two types of audience: the professional audience as is the case of the clerk at the Department of Land, and the layman, the Attorney in Fact. Added to this, the trainee students in the MA programme, who because of their training belong to nowhere; they, metaphorically speaking, belong to the no man zone. They are trained to satisfy their trainers approach to translating legal document, an approach that strives to steering the reader to the ST; it processes the text from “bottom-up” but never both ways “bottom-up” and “top-down”, to use more technical jargon.

A state of skepticism engulfs the mind of the client who unmistakably assumed that the translation agency should not betray the customer this way. Dissatisfaction and distrust then prevail across the stage. This paper therefore concerns itself with finding a positive response to such a paradox that has erupted due to serious discrepancy between the recipe given to students in the class and the customer’s demand and satisfaction, an ultimate goal in translation industry. To resolve the enigma, we propose an integration approach, combing together the notion of Genre with the principle of Relevance expounded by Wilson and Sperber (1986). Genre, a socio-cultural category enables the reader to figure out the identity of the text(s), which, in turn, enables the reader, via using Relevance binary equation EFFECT and EFFORT, to narrow down the assumptions and the decision making process.

1.1 Specific Power of Attorney as a Genre

It is argued by many scholars (Hatim and Mason 1990; Fairclough 1992; Wallace 1993; Cook 2001; Bhatia 1993; 2002; 2004; Swales 1990; Tiersma 1999, 2000, Alcaraz & Hughes 2000; Bazerman 2002 2004, to mention just a few) that genre is not only a set of formal conventions peculiar to each culture, but a set of actions and social practices. Hatim and Mason 1990 argue for the significance of genre in translation. As a conventionalized text form, genre, they go on to say, enjoys a function in the culture it belongs to, mirroring/channeling a particular purpose intended by the speaker/writer. In turn, the reader/translator is invited to compute the “intent” of the text/speaker. Ressorccio et al. (2008) state that genre helps the reader/translator identify the context and the communication

situation; it designates the participants, the relation that rises between them and the purpose of the action. To them, genre is a multifaceted concept consisting of three complementary dimensions: First, the formal properties of the text are concerned with the raw material at the micro level, including grammatical coherence, lexical recurrence and syntactic forms. In a context, these formal aspects of the text are useful clues to infer the appropriate pragmatic function. Second, from a socio-communicative perspective a genre enables the reader, for instance, to identify the possible roles of the sender/receiver, the power relation between them, and the situation in which the genre occurs. According to Van Dijk (1977: 241), the macro function may be determined by the social situation in which action is executed or established by the actor, resulting in a change in duties, rights and obligations, and roles. Cognitively, this implies that genre, within the conventions it emerges from, enables the reader/translator to observe and foresee the manner in which a particular event is conceptualized in a particular community. In other words, it creates a change in the audience world view.

As for legal documents, Tiersma (1999: 139) categorizes legal documents according to function into operative documents, expository documents, and persuasive documents. Jimmez-crespo (2011), Nielsen (2010), Witczak-Plisiecka (2010), Ressoreccio et al. (2008) argue that knowledge of genre, as is the case of this *Specific Power of Attorney*, a highly fossilized and rigid macrostructure documents, facilitates the process of translating the document into another balanced document in the TT. Such state of inflexibility may sound to be of crucial help to the learner/translator of language for specific purposes (LSP), for, as is put by Jimmez-Crepse (2011), simply this would not consume much of their time delineating the socio-pragmatic dimension of the document. Therefore, the notion of cost props up to the surface, creating more effect for less processing cognitive effort. Such fossilized conventions allow them not only to analyze and adjust the macrostructure of the ST to the conventionalized macrostructures of the same legal genre in the TL but also the phraseology and terminological conventions associated with the textual material. Therefore, the visibility of the textual material at micro/macrostructural level assists the reader/translator in the global comprehension of the text. It stimulates him/her to make the appropriate assumptions/inferences at the lowest cost possible.

To illustrate, this document, a legal genre, is enacted in highly formal and standardized cluster of utterances, depicting the state of affairs of a power of attorney with markers that identify it as a legal document. It consists of the introductory paragraph and 4 provisions, and the document concludes with the signature of the Notary Public and the testimony of the Notary Public. In a formal style, the opening paragraph of the document identifies the parties to the document, namely the donor and his/her power of attorney and the utterance uttered by the donor conferring legal duties upon the attorney. To demonstrate the genre conventions used in an English performative document, consider the introductory paragraph:

BE IT ACKNOWLEDGED, I ----- of Kennesaw, Georgia, USA,
the undersigned, do hereby grant “y” --- from Harta, Irbid,
Jordan, a specific and limited power of attorney.

By way of processing this introductory paragraph, the reader observes that the initial segment

of the text BE IT ACKNOWLEDGED, is fossilized, capitalized and passivized. According to Coa (2007: 105), such explicit performative formula in operative documents is common in Common Law countries, namely the UK and the US, but not in Civil Law systems (European countries). It is definitely not a practice in legal private documents in Arabic. Structurally, it is noticed that the utterance is formatted via the use of the present tense and the use of the legal markers “hereby” and “do” along with first person pronoun “I”. Furthermore, the reader observes that the lexical choices invested to perform the act of doing are devoid of any charge of emotions; it is formally enacted. In the appropriate context, the use of the present and the pronoun “I” validates and legalizes the performative act, provided that it is enacted and testified by the “Notary Public Office” and in the presence of the legally competent donor of the instrument. In Hallidian language, this implies that “text is action” which involves its intertextual relations with other texts, the American statutes, on the one hand, and the raw material at grammatical, lexical and syntactic levels, on the other. This knowledge of the textual elements at micro/macrostructure along with the Relevance binary system, as it were, invites the reader to construct the appropriate communicative situation and the pragmatic legal effect.

As a communicative event, the patterned narrative of the document, as a text and a speech act utterance (Austin 1962, Searle 1979), generates a social action, a situation. The success of this utterance as a communicative act depends on the purpose of the speaker with respect to creating a certain change in the hearer as a consequence of the illocutionary act. Processing the above text, the reader figures out that the donor of the action is legally conferring certain duties/responsibilities to the Attorney in Fact to represent and carry out certain duties on behalf of the donor. It communicates to the audience “force” and “effect”, permitting the reader figure out the legal effect and the communicative situation in which the document is formally enacted. In this sense, Gibbons 1994; 2002 states that legal language is not just a set of forms but also a discourse, an action. What Gibbons states is an echo to Bhatia's term “discourse as genre”, identifying genre in terms of its functional properties, which is apparently identified with pragmatic, purely contextual information (cited in Witczak-Plisiecka).

Upon mediating between different cultures, the translator has to be aware of genre conventions and the function of this document in English. Beekman and Callow (1974: 20) argument concerning the most appropriate translation was like this:

All translators are agreed that their task is to communicate the meaning of the original. There is no discussion on this point. There is discussion, however, concerning the linguistic form to be used.

What this basically means is that the act of mediation between the two cultures requires the translator to cloth the English document with parallel genre conventions used in Arabic, for this makes the recipient of the document in Arabic recognize the set of utterances and genre conventions that are familiar to the reader in legal Arabic genre. Doing so, fossilized genre knowledge stimulates the reader/translator to define the document, to organize the information channeled, and to select those target language conventions that are recognized by

the TT audience. By way of investing TT genre conventions, relevance value plays a crucial role in the sense it enables the reader to calculate the cost and effect relevant to genre conventions. This amounts to saying that genre as a social action (depending on its type, of course) may expand/narrow predetermined Relevance values. In the case of a fossilized genre, we assume the reader will automatically process the Relevance values, creating the desirable effect at a very low cost. The above example may help narrow down the value via creating strong contextual effect at no cognitive processing effort. Any attempt to drive the TT reader to the ST orientation, provided that this orientation fails to create in the mind of the audience the desirable cognitive effect, is always a risky and costly business, for such a narrative may un/knowingly construct a negative representation of the intentionality of the legal document as a social transaction. At the extralinguistic level, this means that the jargon used in the Arabic has to be relevant to its English counterpart, echoing its legal effect.

1.2 Audience and Legal Genre

The relevance principle assumes that the communicator, in this case the translator, is responsible for expressing himself/herself in such a way that does not violate the principle of relevance. This basically means that an utterance engineered by the text producer/translator has to achieve relevance in every day communication across the frontiers. Computing the meaning of this document largely depends on the audience who identifies the lexical choice, the grammar and the syntactic structure used in the document. To consider the reception of the legal genre as this Specific Power of Attorney, it is always observed that the audience in legal genre is crucial to figure out and generate the legal effect deployed in the document. In the words of Sperber and Wilson (1986: 158), the translator as communicator relays his/her presumptions to “whoever is willing to entertain it”. It is inferred from this point that only professional audience may enjoy reading a document like the one under consideration; this audience is capable of judging what goes on in the document.

As is explicated in the first part of this paper, the audience is apparently of two sets: the professionals and the layman. On the one hand, a Jordanian lawyer commands knowledge of the rules of who does what to whom under the Jordanian law. These rules correspond to what Austin labels the "felicity conditions of performative utterances." It rests upon the reader/hearer to figure out the act(s) and interpret the document as a social act; the professional listener/reader in the case of fixed genre convention may automatically compute the intended meaning of the utterance, for s/he is equipped with both the legal knowledge and the function of the legal genre as discourse. Contextually, if we interpret the act of gauging the appropriate cognitive effect in terms of cost, we assume the cost is small and the profit is high. The layman is perplexed for s/he may construct a totally irrelevant scenario, and this may cost her/him so much processing effort with no gains at all. Therefore, it is the reader's/translator's responsibility to construct the appropriate representation per se upon which he/she would infer the intended meaning of the text at the lowest possible cost. However, before we set out to work this out, it is high time we laid the basic premises of a relevance-theoretic framework of analysis.

1.3 Relevance Theory

According to Relevance theory (Sperber and Wilson 1986a), an essential feature of most human communication, both verbal and non-verbal, is *the expression and recognition of intentions*. However, because texts (spoken or written) are never single folded to convey what is really intended, need arises as to explore the linkage between the linguistic structure in which the message is encoded and its pragmatic interpretation(s). This is probably true for at least two reasons: (1) some information may be left unsaid/unstated, and (2) more than one meaning is sometimes created. In both cases, ambiguity is very likely to arise, and is measured in relevance-theoretic terms by the level of correspondence between the speaker's intent and the receptor's interpretation. Sperber and Wilson (1986) argue that "every utterance has a variety of possible interpretations that are combinations of explicit content, context and implied meaning." This is probably so because, according to Grice (see Grice 1975; 1989), communication is an intentional process. In Sperber and Wilson's terms, communication is an ostensive behaviour - "behaviour which makes manifest an intention to make something manifest" (see Sperber and Wilson 1995: 49).

Capitalizing on the claim that people pay the utmost of their attention to that which seems most relevant to them, advocates of this line of reasoning claim that human communication is "relevance-oriented", i.e. picking out assumptions that are relevant and processing them productively (Sperber and Wilson 1986a, 1986b, 2002; Wilson and Wharton 2006). Accordingly, Sperber and Wilson (1986a [1995]: 122) provide the following definition, where relevance is viewed as a "relation between an assumption and a context":

An assumption is relevant in a context if and only if it has some contextual effect in the context

However, for relevance to be optimal, Sperber and Wilson (1986a [1995]) believe that the effort invested in exploring the linkage between any linguistic structure and its pragmatic interpretation(s) should be minimum. By adopting an 'extent-conditions format', Sperber and Wilson (1986a [1995]: 125) redefine relevance in terms of the interplay between two competing forces, namely *contextual effect* and *processing effort*:

Extent condition 1: an assumption is relevant in a context to the extent that its contextual effects in this context are large.

Extent condition 2: an assumption is relevant in a context to the extent that the effort required to process it in this context is small.

Accordingly, the 'interplay between effect and effort' is what determines the relative relevance of an assumption. The overall relevance of the utterance increases by the implication that reduces the cognitive effort needed to process it, and by that which increases its contextual effects. In Sperber and Wilson's (1986a [1995]: 152) terms "it is the phenomena which are least likely to be relevant which get filtered out, and those most likely to be relevant which pre-empt attention." The task is then to single out the assumption(s) which will have greater contextual effects and, in the meantime, require less processing cognitive effort (Wilson and Sperber 1981; 1986; Wilson 2000; Sperber and Wilson

1986a[1995], 1990a).

2. Data Analysis

In analyzing the text, we consider the whole document as one speech act designed to create action. To gear the discussion to the main thrust of the argument, we will basically consider three different types of performative acts upon which the document hinges through this legal narrative. These include: (1) the explicit act of performativeness using the legal markers *hereby* and *do* (section 3.1 below), (2) the implicit legal act investing the modal verbs *shall* (section 3.2), and (3) the performative-performative verb combination (section 3.3). As for the machinery, for each English text (namely Text 1), the cost-effect trade off will be optimized for two competitive Arabic translations, namely Text (2) which was produced by the translation agency and Text (3) which is our suggested translation. The goal is to show that our suggested translation is more geared to the maximization of relevance by producing the most contextual effects without causing both types of audience (the professionals and the layman) any unnecessary additional processing cognitive effort.

3. Discussion

3.1 Explicit Performative Act: *Hereby and Do*

Let us consider the introductory statement authorizing the agent to represent the donor in all the situations and circumstances that are essential to the full implementation and full execution of the document. Investing genre in processing the English performative act, the reader/translator is responsible for the identification of the dimensions of this formulaic utterance at both the textual and pragmatic levels. Being structurally transparent enables the professional reader/translator with legal knowledge to automatically figure out its generic structures, costing, therefore, the reader minimum cognitive processing effort and injecting in her/his mind an optimal cognitive effect.

Text 1

Be it acknowledged, that I, ..._____, the undersigned,
do hereby grant a limited and specific power of attorney.

Text 2

أقر أنا الموقع أدناه بأنني منحت وكالة خاصة ومحددة
إلى

Text 3

أنا الموقع أدناه من الولايات المتحدة أوكل نيابة عني
السيد/السيدة من
و بموجب هذه الوكالة الخاصة.

By way of processing Text 2, we end up with a scenario steering the reader into the ST orientation. The translator shows faithfulness and loyalty to the form of the text, for any textual violation implies unfaithfulness, a recall to the metaphor "unfaithful wife to her husband". This means, according to Hutton (2009), that the literal meaning of words used (the meaning of the sentence) does not account for the force or implication intended in the legal utterance. Interpreting what a speaker says literally, according to the dictionary

definitions of words in some context, in particular legal context, is of course seen as offensive, humorous, sarcastic, unduly legalistic.

In effect, the unfamiliarity of the text originates from the act of foreignizing the text: the choice of the vocabulary, namely, the lexical items *ugeru* (lit *admit*) and *manah* (lit. *to give something concrete/material to some one else*), key terms in this utterance, construct in the mind the scenario of “x is confessing that he has given someone else material wise objects for free”. In other words, it gives rise to the discourse of “charity”, a discourse that is irrelevant to the English genre. By and large, opting to the lexical choice “*menh*”, as a substitute to the English lexical item “grant”, an abstract entity, which, means conferring power and authority, explicating on the surface the discourse of “authority”, the text producer of the Arabic version constructs an utterance that is encapsulated with emotions; it is rather an evaluative term in the Arabic version. Again the term *ugeru* is evaluative, not fitting the context; someone is confessing the act of granting something to someone rather than assigning someone to carry out certain duties on the behalf of the donor. In terms of genre convention, the text producer constructs a different genre and explicates different information. In terms of relevance, this utterance automatically creates a contextual effect; yet the effort has gone in vain, in other words the effect is irrelevant. S/he, for instance, crossed out the communicative situation in which the donor confers/delegates certain duties to the Attorney to do during his absence. That is to say, the cognitive effects of information is generating a negative scenario, a representation that stems from the fact that the manipulation of the speech act embedded in the above utterance has failed to compute the intended legal effect in the utterance. This negative effect is not worth the audience's processing effort. Consequently, text (2) violates the second condition of the principle of relevance; it costs the reader extra time processing the text, and the reward is little effect or no effect at all. In Gutt's words, the Arabic does not share "all the communicative clues" of the English. Genuinely, care has to be observed to avoid any confusion to different types of obligation (Coa 2007).

As is put by Bakhtin (2003), when they verbally communicate, people select the words of the genre they are participating in; they create utterances that serve a certain communicative function. Genre-wise, what this basically means that understanding a text requires the reader to figure the relationship between the participants of this social event, of which the text is part. In this sense, the discourse as text displays on the surface the language set of utterances or provisions, incorporating speech acts that facilitate the reading process. For instance, opting for the legal cliché “*uwakelu*” (assigning someone on my behalf), the use of the pronoun *ana* the first person pronoun, as genre markers permit the reader to automatically determine the Relevance value, for the effort in this case is presumably very low and the contextual effect is supposed to be high (if not optimal). Text (3), we argue, presents a successful performance of both the linguistic act of uttering the sentence and the extralinguistic knowledge of making a specific power of attorney; it constructs on the surface a generic representation of the desirable performative act. By construing (3) above, the audience would be able to activate his/her knowledge of the "Arabic felicity conditions". The fulfillment of these conditions implies that "saying" involves "doing" and the reader is capable of figuring out the required/desirable set of inference(s). Therefore, (3) above grants the Attorney a proxy to

undertake the duties assigned to her/him, the reader immediately figures out the legal effect(s), without invoking the discourse of 'charity and 'power' encapsulated in "ugeru" and "manhtu" of Text 2. Another point worthy of mention here is that encoding the 'intention' in one lexical entity (namely 'uwakelu') saves the producer and the audience more processing effort than in two (ugeru" and "manhtu) as is the case in Text 2.

3.2 The Implicit Performative act: Shall

As for the performative act combining the modal 'shall', it demonstrates the speaker's involvement in asserting and undertaking that an act is guaranteed. In the process of reading the text, the reader, in addition to the use of shall, recognizes the presence of the couplets "power and authority" and "perform and undertake". In the context of the document of a Specific Power of Attorney, the donor gives permission to his/her attorney to execute the document. Adherence to tokens of legalese such as "shall" not only sustains the myth of precision in legal language but also perpetuates a style and language that differentiates the genre from other professions (see Bhatia 1993:101-102). In other words, *shall* is virtually restricted to formal legal style, a stereotype formulaic structure that facilitates the process of automatically computing the nature of the genre in terms of a social action. In legal context, the lawyer underlies that *shall* is a word of authority, a word conferring rights and obligations and prohibitions (Thornton 1979: 86-87). Therefore, genre, as a constraint, stimulates the intended/potential audience to instantly direct the audience expectations, enhancing efficient use of inference and contributing to increase the cognitive effect and lessening the processing effort (for more details, see Witczak-Plisiecka 2010)

Text 1

The attorney in fact shall have full power and authority to undertake and perform the following acts on my behalf:

Text 2

وسيكون لموكلي أو لموكليتي كامل السلطة والصلاحيات في تنفيذ وإجراء هذه الوكالة.

Text 3

ولوكيلي/ وكيلتي كامل الصلاحيات في تنفيذ وإجراء الأعمال نيابة عني.

As for text 2 above, the reader may automatically figure out that the translation constructs a narrative that designates "futura"; It ignites in the mind the schemata knowledge of 'futura', a schemata that is irreversibly in total contradiction with the discourse of "authority/obligation" deployed in the English document. If *shall* is interpreted as a reference to futurity, it creates a perpetual futurity, and this means the provision as discourse never takes place (see Bowers 1989: 34). The translated text will therefore fail to carry the same amount of contextual effects as that of the original. This may be true for at least two reasons. At one end of the scale, it shows that the text producer of the Arabic document un/consciously miscomprehend the fact that the legal "shall" encapsulates the scenario of "obligation and authority", a "duty to be done". At the other end of the scale, such reading of the text fails to compute the illocutionary force and its relevance to the context.

Therefore speaking, the attorney-in-fact, and based on the translator's narrative, is not eligible to execute the deeds tailored down in the document. For example, the Attorney may not have

an access to the department of Land Registration to represent the donor. In other words, the literal translation, deploys, as it were, negative manipulation of the illocutionary force encapsulated in the English, costing the reader of the Arabic more unnecessary processing effort for negative effects. It therefore constitutes a violation to the principle of relevance. It should follow from this that any failure to maintain the stylistic features of the legal genre should increase the processing effort and decrease the contextual effects.

The use of the couplets “power and authority” and “perform and undertake”, as genre markers, may add to the challenge opposing the trainee translator. Once the translator encounters the first couplet, s/he is trapped by the meaning given by the bilingual dictionary. For instance, to say 'gowa' and 'solta' may create an opaque text that is irrelevant to the discourse of “duties” to be performed on behalf of the donor of the instrument. Lacking genre knowledge and/or legal knowledge impedes the reader from figuring out which is which. It creates contextual effect; yet the effort unfortunately goes in vain. This means a foreignizing approach which, according to Jamieson (1996:132), creates obstacles to smooth communication simply because source-oriented translation requires the reader/translator to walk a tight-rope.

To resolve the enigma, text 3 (*kamel alsalahya letanfeed wa ejra'*) is a more plausible alternative to cope up with the scenario. Such a narrative generates on the surface a representation that gives the attorney in fact a proxy to legally act on behalf of the donor and effectively undertakes the deeds assigned to him/her. As an act of communication, it displays on the surface a genre convention that deploys the appropriate stylistic effect, which lessens the process of selecting the relevant value, so to speak. In addition to this, it explicates the relations between who is who in the document, that is, it explicates a formal interrelation between the social voices in the document. In view of this, processing the text costs the reader small effort and generates in his/her mind the required/plausible legal effect. Pragmatically, text 3 reinstates on the surface a positive manipulation of the illocutionary force, simply because it gives the attorney the required permission and authority to execute the deeds manifested in the text. Additionally, by comparing *kamel alsolta wa alsalaheya fi tanfeed wa ejra* in Text 2 with *kamel alsalahya letanfeed wa ejra'* in 3, we can safely conclude that the translator has caused his audience less cognitive processing effort. For the intended communicative clues of *alsolta wa alsalaheya* are encapsulated in one lexical word, namely *alsalahya*.

3.3 The Performative-performative Verb Combination: “Agree to Accept” and “Agree to Act and Perform”

On reading the English document, the reader encounters the occurrence of the combination of two performative verbs, i.e., “agree to accept” and agree to act and perform”. To make the permission officially and fully announced to the audience the performative verb ‘agree’ occurs twice in this statement, which means that repetition is another genre marker that delineates a legal genre. Meanwhile the act of agreeing and undertaking do place emphasis on the act of permitting/granting a proxy in legal documents. As for Specific Power of Attorney in Arabic such a provision is not included in the Arabic document, that is to say, in terms of

generic structure, this may posit a challenge to the trainee translator. Again, this narrative constructs on the surface the discourse of permission, a discourse that is crucial for executing the deeds tailored down in the document. Let us consider the following example:

Text 1

My attorney in fact agrees to accept the appointment subject to its terms, and agrees to act and perform in said fiduciary capacity with my best interest as he/she in her/his discretion deems available.

Text 2

على موكلي أن يوافق ويقبل هذا التعيين حسب شروطه ويوافق على أن وينجز بقدرة
واثتمان وما يتناسب ومصلحتي وحسب تصوره اعتبار التقدير المتاح.

Text 3

ويوافق وكيلي / وكيلتي على قبول هذا التوكيل وحسب الشروط الممنوحة في الوكالة
ويوافق على تنفيذ وإجراء هذا التوكيل وبأمانة وبما يتناسب ومصلحتي.

By way of processing text 2, the reader comes to the conclusion that the narrative constructs on the surface a negative discourse, i.e., fabricating a command to make someone do the job on behalf of someone else. ‘Commanding’ is different from ‘permitting’, for the latter articulates that someone is offered a permission to represent the donor and in accordance to the terms of the document, s/he is eligible to execute the document. Commanding, on the contrary, constructs a narrative of forcing someone to represent someone else, that is to say, this act of the appointment violates the principle of ‘giving consent’ to legally represent someone during his/her absence. Again this statement would cost the reader processing the text more time and effort with a negative effect.

Literalness, again, is invested, making the text unintelligible. In the same provision, the reader encounters a text that is literally rendered into Arabic, defusing the proxy given by the English text. For the chunk ‘*enjaz be eeteman wa godra wa yatansabu wa maslahati, wa ka ma yara tagdeera zalk almotah,*’ it is devoid of any legal power, the text producer is just stringing words together, acting as a Xeroxing machine. What this means in relevance-theoretic terms is that a rendering like 2 above never results in maximal relevance as it causes loss of potential contextual effects. Therefore, placing restrictions on the process of translation prevents the translator from producing quality-wise work (Gawron-Zaborska 2000:91-92). Performing the act must require maintaining and fulfilling the interest(s) of the donor; otherwise the attorney is violating the terms of this appointment.

Text 3, on the contrary, deploys on the surface a narrative originating an act of agreeing to officially accept the appointment on behalf of the donor. This attempt evokes in the reader’s mind that saying is automatically an act of doing. In processing the text, the reader draws not only on the lexico-grammatical and syntactic knowledge, but goes further to consider the pragmatic knowledge. This shows that the text has to be processed “bottom-up” and “top-down” simultaneously, for this process enables the reader capture the intended contextual effects without causing them unnecessary additional processing cognitive efforts. To agree on the appointment implies that the Attorney is not only performing and carrying

out the utterance act, but also maintaining the “best interest of the donor”. This attempt illustrates that the effort invested in gauging the appropriate legal effect sounds to be very small, and generates a strong effect.

4. Conclusion

As is shown, this paper demonstrates that a legal performative document that is formally enacted invests stereotyped genre conventions in a particular culture. What this basically means is that legal documents consist of both a linguistic dimension and legal account. In processing the text, the translator/reader has to act as intercultural communicator negotiating the legal systems across the borders in both English and Arabic to construct a parallel and balanced document in the TL. In legal utterances, the translator has to familiarize herself/himself that words are not simply words, they are actions designed to create a change in the behavior of the audience. Driving the reader to the SL depletes the set of utterances produced by the speaker/writer, simply because the act of "saying" the utterance does not involve the act of "doing". This means that the legal translator, as communicator, has to account for the demands of customer's satisfaction: the lawyer, clerks in the Department of Land, and the layman. To do so, the paper suggests the integration of legal genre and the Principle of Relevance binary values of EFFECT and EFFORT. It is found that recognition of the fossilized genre conventions sounds to be of great help to the trainee/professional translators, for it facilitates the process of narrowing down and then selecting the relevant information.

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