

Challenges of Lexical and Syntactic Ambiguity in English-Arabic Translation of International Commercial Arbitration

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Abstract:

The research investigates the challenges posed by lexical and syntactic ambiguity in translating an arbitral document from English to Arabic, comparing machine translation via Google Translate with human translation. Lexical analysis focuses on collocations, technical terms, and acronyms. Syntactic analysis examines nominalization, passivation, and phrasal verbs, employing a discourse analysis methodology. The research evaluates the suitability of Google Translate for international commercial arbitration documents against human translation. Findings highlight the increased complexity of legal translation, and the frequent inaccuracies of Google Translate in capturing legal and contextual nuances, where human translators generally excel. However, human error, especially under heavy workloads, necessitates thorough proofreading for accuracy, clarity, consistency, and quality. The research emphasizes the importance of specialized dictionaries, collaboration with legal experts, and the application of interpretative translation strategies for successful legal translations.

Key Words: Google Translate, Human Translation, International Commercial Arbitration, Legal Translation, Lexical Ambiguity, Syntactic Ambiguity.

1. Introduction:

The recent surge in global trade and services has increased the complexity of commercial dealings, necessitating swift and efficient dispute resolution methods. While courts play a vital role as the state judicial system, they are increasingly overwhelmed. This has spurred the need for alternatives to traditional litigation to satisfy modern business demands. International commercial arbitration provides a significant avenue for the fair resolution of international trade disputes, safeguarding the rights of all participants. Consequently, numerous commercial entities and traders are opting for arbitration to expedite the resolution of disputes arising from their international transactions. The 1985 UNCITRAL Model Law, Article 22, grants parties the autonomy to choose the official language for arbitration proceedings, which must then be translated into each party's language. The arbitral tribunal ensures that all documentary evidence is accompanied by a translation in the agreed-upon or tribunal-determined language. The chosen official language and its translations are essential for arbitrators to mitigate potential complications arising from language barriers. Therefore, professional translation services are indispensable for preventing or minimizing issues caused by inaccurate translations.

Translation serves as a crucial instrument for enabling communication among diverse entities involved in international commercial arbitration. Nevertheless, the translation process can be considerably complicated by variations in language and culture. A key difficulty for translators in this domain lies in addressing lexical and syntactic ambiguity present in legal documents, which can directly compromise the accuracy and correctness of the translated text. Given the multilingual and multicultural nature of international commercial arbitration, linguistic and syntactic ambiguity represents a substantial impediment, particularly when handling legal materials demanding a high degree of semantic precision.

1.2. Objectives of the Study:

The research aims to explore instances of lexical and syntactic ambiguity resulting from mistranslation within a chosen arbitral document and to evaluate their consequences on the document accuracy. It intends to reveal how lexical and syntactic ambiguity can generate legal complications capable of disrupting international business dealings. Ultimately, this investigation endeavors to identify potential solutions for mitigating the problems that arise from the inaccurate translation of the selected legal document pertaining to international commercial arbitration.

2. Review of Related Literature:

2.1. International Commercial Arbitration:

International commercial arbitration is a private dispute resolution process in which parties from different countries choose to have their disputes decided by one or more arbitrators, without the involvement of the courts of a particular country. It is often used for the resolution of commercial disputes, particularly in the context of international commercial transactions. Born (2020) defines arbitration as “a private mechanism for the resolution of disputes, where parties agree to submit their conflicts to one or more arbitrators who issue a binding decision.” (p.4)

International commercial arbitration possesses several key characteristics, established and recognized by the 1985 UNCITRAL Model Law. These specific attributes differentiate arbitration from court proceedings and other methods of alternative dispute resolution. Blackaby, Hunter, Partasides & Redfern (2004) sum up the features of international commercial arbitration into four significant features. The first feature is *the agreement to arbitrate*. It is the agreement by the parties to submit to the arbitral tribunal any disputes between them respecting any legal relationships. The second feature is *the choice of arbitrators*. According to Salomon (2002), selecting an international arbitrator hinge on several crucial elements. The chosen individual should possess legal expertise and a reasonable workload. Effective interpersonal skills are also essential. Furthermore, the arbitrator must exhibit strong communication abilities and an impartial, legally receptive mindset. The third feature is *the decision of the arbitral tribunal*. The function of the arbitral tribunal is to resolve the parties' disputes by making a decision. This decision is in the form of a written award. “Transparency is considered an important virtue for any decision-making body and is insisted on in a range of contexts” (Rogers, 2006:7). The written award leads to the fourth feature of arbitration which is *the enforcement of award*. The arbitral tribunal makes a decision in the form of a written award. This award should be enforced by a legal authority.

2.2. Legal Translation:

Gibbons (1994:3) underscores the fundamental role of language in law, asserting its indispensability. Legal translation, a distinct area within the broader field of translation, focuses on converting legal documents and materials between languages while upholding their original meaning. This specialized form of translation heavily relies on a strong legal foundation. Essentially, legal translation is the act of rendering law-related documents, texts, or materials from one language into another. This process extends beyond mere word conversion, demanding the precise preservation and adaptation of legal meanings, concepts, and terminology to align with the legal frameworks of both the original and the translated languages. According to Galdia (2017), legal translation is “the procedure in which legal speech acts of the source language are transformed into meaningful and equivalent legal speech acts in the target language” (p.20). Wagner (2003) concentrates on the importance of

legal translation as it "plays an essential role as a means of communication enabling the mechanism of law – i.e. the legal reasoning and drafting – to work in more than one language." Legal translation covers many types of legal texts such as trade contracts, laws, or court proceedings. According to Sarcevic (1997), legal translation can be classified into the following categories: Primary Prescriptive, e.g., laws, regulations, codes, contracts, treaties and conventions. Primary Descriptive & Prescriptive, e.g., judicial decisions and legal instruments such as actions, pleadings, briefs, appeals, requests, petitions, etc. Purely Descriptive, e.g., scholarly works written by legal scholars, such as legal opinions, law textbooks, articles, etc.

2.3. Human vs. Machine Translation:

Translation can be carried out by human translators, who incorporate cultural and contextual awareness, or by machine translation tools, such as Google Translate, which employ algorithms to provide instant translations.

2.3.1. Human Translation:

Human translation, the established method of language conversion, relies on the expertise and comprehension of skilled professionals to faithfully transfer meaning across languages. This approach, grounded in human intellect, represents the earliest form of translation and remains the prevailing method in use today, even with the emergence of diverse translation technologies. The act of translation involves transferring information from a source language (SL) into a target language (TL). This complex undertaking necessitates that translators possess extensive knowledge of both languages to guarantee the accuracy, precision, and clarity of the conveyed message. The challenge arises from the intricate nature of language, which extends beyond individual words to include grammatical frameworks, cultural expressions, and the core beliefs and values of its speakers. These linguistic elements can occasionally lead to expressions that might appear illogical on the surface.

A professional translator requires a thorough grasp not only of the languages involved but also of the cultures, traditions, and social subtleties of their speakers. This encompasses the ability to discern varying degrees of formality, writing conventions, and how language is adapted within different social circles in both the original and the translated languages.

2.3.2. Machine Translation:

Machine translation (MT) has garnered significant research interest lately, largely driven by the growing necessity to process the massive influx of information, including news, scientific findings, periodicals, books, and technical documents. Daxbock (2010:2) defines MT as a computer science field focused on developing computer systems capable of accurately translating text or speech between languages. The primary goal of MT is to create programs that can understand source language input (text or speech) akin to human comprehension and produce target language output that sounds natural to native speakers. Google Translate, a leading MT engine, employs neural language processing to learn from user interactions and supports a wide array of languages, integrating smoothly with search functionalities. It stands as a pioneer in applying neural networks to machine translation, allowing the system to continuously learn and refine its translations with each use.

Compared to human translators, machine translation offers several advantages. Its primary benefit is significantly faster turnaround times, owing to the inherent speed of computer processing. Translations are often generated almost instantly, a capability enabled by extensive language databases. This speed often results in reduced translation expenses. This cost-effectiveness can be especially advantageous when handling large quantities of documents where absolute precision or flawless fluency is not paramount. For example, in

some specialized domains, machine translation can provide an adequate level of comprehension at a considerably lower cost than human translation services.

Although machine translation offers rapid results, the quality can be inconsistent. Not all machine translation tools generate consistently high-caliber output, highlighting their inherent limitations. It's vital to acknowledge that machine translation isn't suitable for every translation task, underscoring the continued necessity of human intervention. Human editors are still indispensable for reviewing and improving machine-generated translations. This process includes rectifying grammatical mistakes, ensuring appropriate style, and correcting any clumsy or imprecise translations.

2.4. Lexical & Syntactic Ambiguity in Translating the Documents of International Commercial Arbitration:

Translating legal documents presents significant hurdles, with Bostanji (2010:15) asserting its greater complexity compared to other forms of translation. Ali (2016) highlights language, style, and culture-related challenges encountered by Sudanese translators working with English-Arabic legal contracts. He advocates for the use of well-trained, certified translators possessing legal expertise, mandatory regular workshops and expert accreditation, and collaboration with legal professionals to enhance understanding and overcome difficulties.

Bernardini (2016), Engberg (2017), Musacchio (2018), and Karam (2019) emphasize the challenges of lexical ambiguity in legal translation. They critically examine theoretical approaches to this issue and offer strategies for legal translators to manage it. They underscore the significance of legal translation and the prevalent problem of lexical ambiguity in legal language, confirming the necessity for translators to identify and resolve it for accurate translations. Muskusoso (2020) analyses syntactic ambiguity challenges in legal translation through a corpus-based study of Spanish court texts. The study discusses the importance of syntactic ambiguity in legal translation and its impact on text interpretation. It provides examples like passive voice, complex structures, and omitted articles that can lead to varied interpretations. Identifying common syntactic ambiguities such as ambiguous noun and prepositional phrases, Muskusoso concludes that it poses considerable challenges for legal translators, demanding high expertise and meticulous attention. He suggests strategies like consulting legal experts and resources to resolve syntactic ambiguity and ensure translation accuracy.

3. Research Design and Methodology:

3.1. Data Collection:

To achieve the aim of the research, an arbitral document written in English is randomly selected. It is translated into Arabic by a translator employed by the Egyptian Ministry of Justice's Translation Department. Additionally, the document is translated using machine translation for comparative analysis. In terms of the selection of machine translation, only Google Translate, one of the most well-known tools, is chosen.

3.2. Limitations of the Methodology:

The research specifically examines English-Arabic translation, concentrating on how lexical and syntactic ambiguity contribute to mistranslation in arbitral documents produced by both human translators and machine translation tools. The lexical analysis uniquely investigates collocations, technical terms, and acronyms. The syntactic analysis specifically

explores nominalization, passivation, and phrasal verbs. In the context of machine translation, this study exclusively utilizes Google Translate.

3.3. Tools of the Study:

The study employs two key resources: Google Translate and human translation.

3.4. Procedures of the Study:

This research employs qualitative analysis to explore lexical and syntactic ambiguity in the translation of the chosen arbitral document. Given that the meaning of qualitative data is heavily influenced by its origin, contextual analysis is crucial for investigating these ambiguities. The study compares Google Translate with human translators to assess its appropriateness for handling legal texts.

4. Data Analysis and Discussion of Results:

Mistakes in translating specific words or sentence structures in arbitral documents can lead to misunderstandings at both the word level (lexical ambiguity) and the sentence level (syntactic ambiguity). To avoid these issues, translators should focus on understanding the complete text rather than translating individual words in isolation. Because translation bridges linguistic and cultural gaps using real-world language in both the original and translated texts, applying discourse analysis is helpful. The research examines how mistranslations in selected arbitral documents cause lexical ambiguity, looking at collocations, technical terms, and acronyms, as well as syntactic ambiguity, focusing on nominalization, passivation, and phrasal verbs.

The provided document details an arbitration case at the London Court of International Arbitration between the Cooperative for Developing Animal Wealth in Egypt (Claimants) and John Livestock Ltd. in England (Respondents). The dispute arose from a 1986 contract where the Claimants agreed to purchase approximately 7,500 cattle from the Respondents for shipment from Cork to Alexandria. The Respondents failed to deliver the final two shipments, leading to the arbitration. The London Court of International Arbitration ruled that the Respondents must pay the Claimants \$387,200 in damages, plus annual interest of 9.4% from December 1, 1987, to the date of the award (amounting to \$84,925.86). Additionally, the Respondents were awarded the costs of arbitration, totaling £18,513.75. Article 8 of the contract stipulated that disputes would be resolved through arbitration.

4.1. Analysis of Lexical Ambiguity:

4.1.1. Collocation:

Collocation refers to the habitual or natural combination of words that are often used together in a language. These words pairings or groupings occur frequently and sound right to native speakers because they reflect conventional usage. Strong collocations are words that almost always appear together. Types of collocations are the following: Adjective + Noun, Noun + Noun, Verb + Noun, Verb + Adverb, Adverb + Adjective, and Verb + Prepositional Phrase. The analysis of collocations and their mistranslations is critical in legal translation, as collocations often carry specific legal connotations. Errors in translating collocations can lead to confusion about the meaning of individual words, distort the overall message, or misinterpret the legal reasoning.

Extract 1:

The Claimants relied primarily on (i) Loss of Profits likely earned from the outstanding two shipments, amounting to US\$ 3,506,850 and (ii) Consequential losses of further profits,

due to the collapse of the Claimants' entire business which, together with the sum claimed under (i) above, amounted to a total of US\$ 10,885,600.

Human Translation:

استند " المدعى " بالدرجة الأولى على (1) الخسارة في الأرباح المحتمل تحقيقها من الشحنتين المشار إليها وقيمتها ٢٥٠٦٨٥٠ دولاراً أمريكياً - (2) الخسائر المترتبة للأرباح الأخرى والتي ترجع إلى انهيار تجارة " المدعى " برمتها والتي تبلغ بالإضافة إلى المبلغ المدعى به في (١) أعلاه 10,885,600 دولار أمريكي.

Google Translation:

اعتمد المدعون في المقام الأول على (أ) خسارة الأرباح التي من المحتمل أن تكون قد تحققت من الشحنتين المتبقيتين، والتي بلغت 3,506,850 دولار أمريكي و(ب) الخسائر المترتبة على المزيد من الأرباح، بسبب انهيار أعمال المطالبين بالكامل والتي بلغت، إلى جانب المبلغ المطالب به بموجب (أ) أعلاه، ما مجموعه 10,885,600 دولار أمريكي.

Analysis:

The phrase "Loss of Profit" in the original translation refers to financial damages resulting from the breach of contract. Humanly translated as "الخسارة في الربح," which is clear and unambiguous. The collocation fits seamlessly into the legal argument, retaining its technical sense. Google Translate also uses "خسارة الأرباح," but the lack of surrounding legal clarity might create lexical ambiguity. For instance, the phrase might appear as a general financial concept rather than a legal measure of damages.

4.1.2. Technical Terms:

Legal documents frequently contain specialized vocabulary that can be interpreted in more than one way, particularly during translation. These technical terms are specific words or phrases used within a particular field (e.g., law, arbitration), and their meaning can vary depending on how they are used. Incorrectly translating these technical terms is a major cause of word-level ambiguity in legal texts. Legal language often has precise meanings that are tied to specific legal concepts and rules. When technical terms are mistranslated, it can create confusion, hide the intended legal meaning, or give a false impression of the relevant laws or principles.

Extract 2:

Where there is an available market for the goods in question, the measure of damages is prima facie to be ascertained by the difference between the contract price and the market ¹ and/or current price of the goods at the time or times when they ought to have been delivered or (if no time was fixed) at the time ² of refusal to deliver.

Human Translation:

حيث يكون هناك سوق متاح للبضائع المعنية ، فإن قياس الأضرار يتعين تأكيدها للوهلة الأولى بمقتضى الفرق بين سعر العقد والسوق أو السعر الحالي للبضائع في الوقت أو الأوقات التي كان يتعين تسليمها فيه أو (إذا لم يكن هناك وقت محدد) في وقت رفض التسليم.

Google Translation:

حيث يوجد سوق متاح للسلع المعنية، يتم تحديد مقياس الأضرار في البداية من خلال الفرق بين سعر العقد وسعر السوق 1 و/أو السعر الحالي للسلع في الوقت أو الأوقات التي كان ينبغي تسليمها فيها أو (إذا لم يتم تحديد وقت) في وقت 2 رفض التسليم.

Analysis:

"Prima Facie" is a Latin term commonly used in legal contexts to denote something that is presumed to be true unless contradicted by evidence. The translator renders as "الوهلة الأولى". This translation aligns with the legal meaning, clearly indicating a presumption that stands unless rebutted. It is embedded within the context, ensuring no ambiguity about its legal application. Google Translate uses it as "في البداية". These translations are less precise and lean toward a general meaning of "initially". The mistranslation creates lexical ambiguity by obscuring the technical legal nuance of a rebuttable presumption.

4.1.3. Acronyms:

Acronyms are often ambiguous because the same letters can stand for different phrases or organizations depending on the context. The analysis of the mistranslation of acronyms in human and Google translations highlights several issues of precision, especially in legal contexts. Acronyms carry specific, often technical, meanings that require careful handling to preserve their significance.

Extract 3:

WHEREAS (1) By a contract signed on or about 18 September 1986, Abou Gabr Co-operative for Developing Animal Wealth (the Claimants) agreed to purchase, and John Horgan Livestock Ltd. (the Respondents) agreed to sell and deliver, by **c.i.f. contract** from Cork to Alexandria, about 7,500 head of cattle.

Human Translation:

حيث إن (1) "المدعى" بموجب عقد موقع في أو نحو 18 سبتمبر 1986 قد وافق على الشراء كما وافق "المدعى عليه" على أن يبيع ويسلم بعقد "سيف" من "كورك" إلى الإسكندرية نحو 2500 رأس من الماشية.

Google Translation:

حيث إن (1) بموجب عقد تم توقيعه في أو حوالي 18 سبتمبر 1986، وافقت جمعية أبو جبر التعاونية لتنمية الثروة الحيوانية (المدعون) على شراء، ووافقت شركة جون هورجان ليفستوك المحدودة (المدعى عليهم) على بيع وتسليم، بموجب عقد سيف من كورك إلى الإسكندرية، حوالي 7500 رأس من الماشية.

Analysis:

A CIF contract (Cost, Insurance, and Freight) is a standard term in international trade contracts. It is a type of international sales agreement where the seller is responsible for arranging and paying for the following until the goods reach the destination port: Cost is the price of the goods being sold. Insurance is the cost of marine insurance to cover the goods during transit. Freight is the shipping cost to transport the goods to the agreed port of destination. Under a CIF contract, the seller fulfils their obligations when the goods are delivered onboard the ship at the port of shipment. The risk of loss or damage to the goods transfers to the buyer once the goods are loaded onto the ship. In human translation, "عقد سيف" retains the pronunciation of the acronym but does not clarify its meaning for an Arabic-speaking audience unfamiliar with the term. By Google Translation, "عقد سيف" similarly leaves the acronym untranslated without explanation. Neither translation expands nor explains the acronym. While "سيف" might be understandable to professionals familiar with international trade, legal translations often require the full explanation ("التكلفة، التأمين، وأجور الشحن") to ensure clarity and avoid ambiguity for broader audiences.

4.2. Analysis of Lexical Ambiguity:

4.2.1. Nominalization:

Nominalization is the act of turning words that typically function as verbs, adjectives, or other word types into nouns. This transformation often involves attaching endings such as -tion, -ment, -ity, or -ness to the original word. This process can sometimes make the connections between who is doing something, what they are doing, and what is being acted upon less clear because it creates abstract nouns. Legal texts often use nominalization to achieve a formal, concise, and abstract tone. However, this can result in syntactic ambiguity, a problem that becomes particularly pronounced when legal documents are translated without careful attention to detail.

Extract 4:

By a letter dated 13 October 1988 the said Mr. Hunter notified the LCIA of his intention to retire as arbitrator in the reference with effect from the date of **the appointment of a replacement arbitrator**.

Human Translation:

وقد اخطر السيد / هنتر المذكور بخطاب مؤرخ في ١٣ أكتوبر ١٩٨٨ - " م.د.ت.ل " بعزيمة على الانسحاب كمحكم في موضوع الاحالة اعتبارا من تاريخ **تعيين المحكم البديل**.

Google Translation:

موجب خطاب مؤرخ 13 أكتوبر 1988، أخطر السيد هانتر محكمة التحكيم الدولية في لندن بنيته التقاعد من منصبه كمحكم في المرجع اعتبارًا من تاريخ تعيين محكم بديل.

Analysis:

"The appointment of a replacement arbitrator" is humanly translated as "تعيين المحكم البديل". This nominalization is relatively accurate, but human translation introduces potential ambiguity. The definite article "المحكم البديل" makes it unclear whether the replacement arbitrator had been predetermined or is yet to be identified. Google's omission of the definite article ("المحكم البديل") avoids some ambiguity introduced in the human translation. However, it still fails to clarify whether the arbitrator has been chosen or is to be selected later.

4.2.2. Passivation:

Passivation is the process of turning an active sentence into a passive one. Legal writing often employs passive voice, a stylistic choice that Haigh (2004:37) suggests contributes to the indirect and formal tone favored by lawyers. While this is a common practice, using passive voice without specifying the subject or agent can introduce syntactic ambiguity.

Extract 5:

Article 8 of the contract provided for **disputes to be referred to an arbitration tribunal** to be constituted in a manner agreed by the parties. **A dispute did arise between the parties** in connection with the contract. By exchange of telexes between the Claimants' attorneys and the Respondents' solicitors dated 11, 14 and 25 February 1988, the parties agreed to refer the dispute to arbitration under the Rules of the London Court of International Arbitration (LCIA) and to nominate Martin Hunter as sole arbitrator (the Arbitration Agreement).

Human Translation:

نص البند 8 من العقد على **إحالة المنازعات إلى محكمة تحكيم** تتألف بالطريقة التي يتفق عليها الطرفان **نشأ النزاع بين الطرفين** فيما يتعلق بالعقد. وقد وافق الطرفان بتبادل التلكسات بين محامي المدعى ومحامي المدعى عليه

بتواريخ 11. 14. 25 فبراير 1988 على احوال النزاع الى التحكيم بمقتضى قواعد "المحكمة الدولية للتحكيم في لندن" أم.د.ت. وتعيين "مارتن هنتر" محكما وحيدا (عقد التحكيم).

Google Translation:

نصت المادة 8 من العقد على إحالة النزاعات إلى هيئة تحكيم يتم تشكيلها بالطريقة التي يتفق عليها الطرفان. نشأ نزاع بين الطرفين فيما يتصل بالعقد. وبموجب تبادل البرقيات بين محامي المدعين ومحامي المدعى عليهم بتاريخ 11 و 14 و 25 فبراير/شباط 1988، اتفق الطرفان على إحالة النزاع إلى التحكيم بموجب قواعد محكمة لندن للتحكيم الدولي (LCIA) وترشيح مارتن هانتير كمحكم وحيد (اتفاقية التحكيم).

Analysis:

The passive structure in English shifts focus away from the agent, but the human translation retains the same ambiguity in Arabic. The phrase "إحالة المنازعات" does not specify who is responsible for referring disputes, leading to syntactic ambiguity about the agent (the claimant, respondent, or both parties jointly). Similar to human translation, Google maintains the passive tone and avoids specifying the agent. The result is ambiguous in Arabic as it leaves room for multiple interpretations regarding which party initiates the referral.

The human translation eliminates the auxiliary verb "did" but retains the passive tone "نشأ". The lack of an explicit agent responsible for the arising dispute (e.g., through actions or decisions) maintains the syntactic ambiguity. Google's translation avoids adding any additional context to clarify the agent or circumstances of the dispute, replicating the ambiguity of the original text.

4.2.3. Use of Phrasal Verbs:

Phrasal verbs can lead to syntactic ambiguity because their idiomatic and context-bound meanings, along with their verb-particle structure, can be interpreted in various ways. This ambiguity hinges on whether the particle acts as an adverb or a preposition, thus influencing the sentence's meaning. The polysemous nature of phrasal verbs makes them complex linguistic elements that often create translation challenges. Their potential to cause syntactic ambiguity is amplified when translating between languages with divergent syntactic and semantic frameworks, like Arabic and English. As multi-word combinations frequently carrying idiomatic meanings, finding accurate translations in languages like Arabic, which may lack direct equivalents, can be particularly difficult.

Extract 6:

The last argument must be wrong. The "availability" of the market must be decided on objective considerations, not upon the circumstances peculiar to the buyer. **The Respondents called a witness**, a Mr. Patrick Connery, who said that he and other dealers were quite prepared to sell feeder cattle of the same type at the crucial time. As for distance from Alexandria, **Mr. Glennie cited the case** of *Lester Leather and Skin v Overseas Brokers Ltd.*, 1949 82 Ll 1 p. 202, where the Court of Appeal held that India was too far away from the U.K. as a market for snakeskins, since there was likely to be a long delay in delivery. Singleton L.J. said "conditions in India were very unsettled." Goddard L.J. was not prepared to say that Bordeaux was too far from England as a market for claret. Clearly it is a matter of degree. In the instant case there was some information about offers from South America. That, in my view, is too far away, but Ireland is not. I find that there was an available market.

Human Translation:

أن الحجة الأخيرة لا بد وأن تكون خاطئة فإن توافر السوق ينبغي أن تقرر على أساس الاعتبارات الموضوعية لا على أساس ظروف غريبة على المشتري وقد طلب المدعى عليه شاهداً هو السيد باتريك كونري الذي قال بأنه وتجار آخرين كانوا على استعداد تام لبيع ماشية تسمين من نفس النوع في الوقت العصيب - وقد استشهد السيد جلينى بشأن المسافة من الإسكندرية بقضية شركة استرليند اندسكين ضد شركة أوفرسيز بروكرز ليمتد لسنة 1949 (11 18.202) (82). حيث قضت محكمة الاستئناف بأن الهند كانت بعيدة جداً عن المملكة المتحدة كسوق لجلود الثعابين نظراً لأنه كان من المرجح حدوث تأخير طويل في التسليم. وقال القاضي سجلتون إن "الظروف في الهند كانت غير مستقره بالمرة ولكن القاضي جودارد لم يكن مستعداً ليقول إن "بوريو" كانت بعيدة جداً عن إنجلترا كسوق لنبيذ بوردو - فمن الواضح أنها سالة درجة - وفي القضية التي نحن بصدها فلقد كان هناك بعض المعلومات بشأن عروض من أمريكا الجنوبية - وهى من وجهة نظرى بعيدة جداً ولكن أيرلندا ليست كذلك. فأجد انه كان ليس هناك سوق متوفر.

Google Translation:

إن الحجة الأخيرة لا بد وأن تكون خاطئة. إذ لا بد وأن يتقرر "توافر" السوق على أساس اعتبارات موضوعية، وليس على أساس الظروف الخاصة بالمشتري. وقد استدعى المدعى عليهم شاهداً، وهو السيد باتريك كونري، الذي قال إنه وتجار آخرين كانوا على استعداد تام لبيع ماشية التسمين من نفس النوع في الوقت الحاسم. أما فيما يتصل بالمسافة من الإسكندرية، فقد استشهد السيد جلينى بقضية ليستر ليزر أند سكين ضد شركة أوفرسيز بروكرز المحدودة، L1 82 1949 ص 1، حيث قضت محكمة الاستئناف بأن الهند بعيدة للغاية عن المملكة المتحدة كسوق لجلود الثعابين، حيث من المرجح أن يكون هناك تأخير طويل في التسليم. وقال اللورد سينجلتون "إن الظروف في الهند كانت مضطربة للغاية". ولم يكن اللورد جودارد مستعداً للقول بأن بوردو بعيدة للغاية عن إنجلترا كسوق للنبيذ الأحمر. ومن الواضح أن الأمر يتعلق بدرجة معينة. وفي القضية الحالية كانت هناك بعض المعلومات حول العروض المقدمة من أمريكا الجنوبية. في رأيي، هذا بعيد جداً، لكن أيرلندا ليست بعيدة جداً. لقد وجدت أن هناك سوقاً متاحة.

Analysis:

The phrasal verb "called a witness" in English has a legal connotation of summoning or presenting a witness in court, which is diluted in translation. The translator uses the Arabic equivalent "طلب" focuses on requesting, which does not explicitly convey the formal legal process of summoning a witness. This could mislead the reader into interpreting the action as a casual request, creating syntactic ambiguity. Google Translate provides a closer rendition of "called a witness" as "استدعى" which carries the sense of summoning. However, syntactic ambiguity arises because it might not explicitly tie the act to formal legal proceedings, especially for non-specialized readers unfamiliar with legal terminology.

The translator's use of "استشهد" captures the act of citing but implies invoking a source for support. While it aligns semantically, the formal legal undertone of "cited the case" as referring to precedent may not be fully preserved, potentially leading to ambiguity about whether it refers to a legal case or an anecdotal reference. The phrase "استشهد" here is similar to the human translation, and the preposition "على" further muddles the meaning, creating an unnatural and unclear syntax. This could confuse readers about whether the verb refers to a legal citation or simply referencing a general case.

5. Conclusion:

Professional translation in the realm of international commercial arbitration demands a high level of expertise in legal languages and diverse judicial systems, especially given the limitations of machine translation (e.g., Google Translate) in accurately grasping legal and contextual subtleties, and the potential for human error under pressure. Consequently, meticulous proofreading is essential for ensuring accuracy, clarity, consistency, and overall quality. By proactively identifying potential lexical and syntactic ambiguities, translators can adapt their approach to deliver accurate translations that truly reflect the original meaning. Essential tools for this complex task include specialized legal dictionaries, collaboration with legal arbitrators, and the skillful application of interpretative translation techniques.

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