A Comparative Study of English and Translated Kurdish Business Contracts from lexical and Syntactic Perspectives

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Abstract

In Kurdish, legal translation as a non-literary translation has received little attention in the field of translation studies. One genre of legal translation that is specifically under-studied is business contracts. This paper analyses and compares features of English and Kurdish business contracts from lexical and syntactic perspectives. It also addresses the issue of LSP lexical and syntactic precision used in the translated Kurdish contracts by translators. To this end, the paper attempts to identify the translation procedures and norms that manifest in translating business contracts from Kurdish into English. As a result, it scrutinizes a set of 20 Kurdish-English business contracts translated by professional licensed translators using Toury's (2012) three-phase methodology. The translation direction is from Kurdish into English because it is the most practised direction by the translation service providers in Iraqi Kurdistan. The study demonstrates that both Kurdish and English legal languages use similar syntactic and lexical tools in drafting business contracts. It also reveals that initial norms, preliminary norms, and the law of interference are shown in the Kurdish- English translations. It further discloses that transposition, amplification, and couplets are prominently employed to deal with translation challenges. This paper is significant because it is the first attempt to scientifically investigate semantic features of originally written as well as translated Kurdish business contracts. For further

research, it recommends a further focus on differences in legal systems and languages between Kurdish and English

Keywords: Legal Translation, Business Contract, Translation Procedures, And Norms.

1. Introduction

Historically, translations of spoken and written discourse have had an essential role in the communication of humans; it was not only for gaining access to sacred religious texts but for trade as well. The significance of translation has increased since worldwide business has been developing in early human history. With the development of economics, activities such as trade, globalization, and business are now becoming part of our daily lives. Texts, in advanced countries, circulate widely and quickly within multilingual and multicultural societies, and more novel chances are available for communication; however, they are not free from legal, social, cultural, and economic limitations apart from linguistic difficulties (Rogers, 2015).

The growth of academic attention in the field of specialized translation is becoming prominent; not disregarding the translators' part in conflict resolutions which presents clear evidence reflecting the movement. Therefore, companies exchange shared interests among themselves; each with certain obligations and rights for both the seller and the purchaser. In this respect, a well-translated business contract is the foundation to eliminate disputes and issues in the later stages of commercial activities. There are several different activities in the language of law, starting from writing statutes to agreements between people. They are all required to be registered in written forms. Whoever drafts a legal document has to endure a vast majority of pains to guarantee that it expresses precisely what one wants the legal document to convey, and simultaneously no place shall be left for misunderstanding or misinterpretation (Crystal & Davy, 2013).

This study explores terminological and syntactic features used in original Kurdish documents and translated Kurdish contracts compared with English original contracts. It also aims to find the translational norms potentially operating within the translation of business contracts and searches for manifold translation procedures used by translators to translate Kurdish-English business contracts. The results of the current study rely on the authentic textual materials of translators from Kurdish to English.

2. Literature Review

Translation Studies, as an academic field, have given relatively little attention to commercial translation. However, it is subject to argumentation that it is ignored because of the literary texts' higher esteem compared to genres regarded as less prestigious culturally, and thus it is conceived as unworthy of study (Olohan, 2009, p.41). In business translation studies, the core focus has been on exercises connected to the globalization of trade in goods and services (ibid.).

One way to establish this worldwide trade is through contracting between companies which makes the process legally binding. Therefore, the law is no longer communicated in one language. Globalization and advances in information technology are demolishing juridical limits. Markets are internationally interrelated. People get an education, work, go on tours, and communicate with each other outside their societies and national states. That is to say, those nations cannot use one language in their country, because migration and colonization have produced multilingual and even multijurisdictional legal systems, even inside national borders. For example, to make legislations understandable to a variety of language groups, Canada and Switzerland both demand that the legislations should be written and translated into many languages (Wolf, 2011, p. 3).

Iraq, likewise, started to officially recognize Kurdish as the second language of Iraq in 2005, and more freedom was given to Kurds to practice their language in administration, education, publication, and media. As a result, a new period in Kurdish history began in connection to a variety of aspects of public life, such as literary, academic, social, legal, and scientific practices (Saleh, 2016, p.9). Very limited endeavors concentrated on legal translation in Kurdish. For instance, Salih (2018) aims to discuss some problematic issues in English-Arabic legal translations, and he states that it is crucial to research the field of legal translation since the law manages our lives. Ali (2019) focuses on the linguistic features of legal documentary texts in English and Kurdish, he asserts that law includes many different activities, from drawing up statutes to the contracting of agreements between individuals all of which need to be registered in a written form. Kaçan (2017) works on the level of equivalence within the translation of British and Turkish legal texts.

In this context, the researcher adopts a descriptive and analytical methodology to dive into the problems and challenges of establishing equivalence for culture-specific terms and concepts between English and Kurdish in business contracts. Stepanova (2017), however, mentions that a contract is one of the common types of legal texts, and a translator handling agreements should be highly skilled in using the right translation solutions, she focuses on

the translation procedures used for translating contracts and agreements by a focus group from English-Russian-English. Mohammed *et al* (2010) target the pragmatic and functional considerations in legal translation.

The existing literature reveals that studies on business translation focus on issues in legal translation and contract translation between other language pairs. However, there are no studies that focus on the translation of business contracts from Kurdish to English. Thus, the study of lexical and syntactic analysis in the translation of Kurdish business contracts or vice versa is an untouched gap that needs investigation, indicating the major contribution of this study.

3. Corpus Design and Methodology

The corpus design comprises Kurdish business contracts alongside their English translations. It includes five types; lease contracts, sale and purchase contracts, apartment sales contracts, car sales contracts, and employment contracts. The data was collected for the researcher's M.A. thesis, which aims at exploring terminological and syntactic features used to draft Kurdish and original English counterparts. It also attempts to find the translation procedures and norms employed by translators during the translation process. The corpus size is not large compared to other research corpora, because the content of the contracts is highly sensitive and personal, and the availability of data was strictly limited. The texts considered sensitive because they contain finanacial information and assets of people which they must be kept confidential, and the are personal since they are not publically distriputed or published among people. The authors of the source text are anonymous, but they are supposedly drafted by lawyers. A descriptive and qualitative approach has been employed for this study. The analysis uses Toury's three-phase methodology for the examination of source text (ST)- target text (TT) pairs at the lexical and syntactic levels.

4. Legal English and Kurdish Language

4.1 Features of Legal English in Contracts

English has a tremendously comprehensive range of terminologies in the legal domain because almost everything- whether objects, many circumstances, or a network of personal connections- might convert into the subject of legislation or legal organization (Crystal & Davy, 1969). Attorneys have constructed marked preferences in choosing their words, and many clear features emerged. The following are the lexical and syntactic features of English business contracts.

4.1.1 English Lexical Features

On the lexical level, English possesses many features such as archaic terms that any text of legal English is particularly studded well with, which might be used only by lawyers but no one else. El-Farahaty (2015) notes that "old terms trace back to Old and Middle English'' (p.21). Popular examples of these vocabularies are *hereby, aforesaid, hereof,* and *thereby*. These adverbs sometimes go back to the text or document in which they appear. The French element is also certainly large in legal terminology - a result of the wealth of French legal vocabulary which was conveniently borrowed. We find that words such as *assurance, insured, duly, agreeing, rules, terms, conditions, contract, date,* and *accepted* are all from French and printed from a similar source, and most of the original French words are derived from Latin (Crystal and Davy,1969, p.208).

According to Alcaraz and Hughes (2002), the universal tendency towards formality is another feature of the legal English language, which is recognized by the odd richness of "old-fashioned syntax and antiquated vocabulary" (p.7). For instance, *Shall* is preferred over *will* as a formal feature to indicate the rights and obligations of the contracting parties. Non-standard vocabulary in legal writing is rarely used, instead, highly formal words are opted for, for instance: the word *deem* is used instead of *consider,* and the word *liable* instead of *responsible (*Squires & Rombaur 1982, p.103 cited in Zidan, 2015, p. 41). Another prominent feature is the use of common terms with uncommon meanings. Cao (2007) states that there are many words used in legal writings that have both an everyday meaning and a technical legal meaning, in addition to specific legal words. The legal terminology that is regularly used in translating contracts and documents about contract law includes '*offer*,' '*consideration*,' '*performance*,' '*remedy*,' and '*assignment*'. Further to these, word pairs such as doublets and triplets are also used. A curious historical leaning exists in legal English to cord together two or three lexical items to deliver a single legal concept. Triebel (2009) defines this process as doubling which is " the use of several terms to describe a single concept, where a single term would be adequate" (p.160). This feature is misleading because translators may infer some additional meaning that is not preset in the text. For example: *true and correct, rules and regulations, terms and conditions, null and void.*

4.1.2 English Syntactic Features

On the syntactic level, the legal English language in contracts has many features, such as nominalization, passivation, conditionals, performative verbs, and the use of negation. To begin with, Crystal and Davy (1969) assert that one of the most outstanding features of

written legal English is that it is profoundly nominal. Hervey and Higgins (2002) refer to nominalization as "the use of a nominal expression which, in the same language or another, could be replaced by an expression not containing a noun" (p.223). Butt and Castle (2006) maintain that the use of nominalization in legal writing has become an 'endemic' which is presumably thought to gain a specific tone of formality. For instance, a copy of the signed and dated Tenancy Agreement will be provided to the tenant for safekeeping when the tenant 'takes up occupancy' of the room. Coa (2007) adds that attorneys like to use passive voice which is another feature of legal language. The passive structure is a syntactic construction that permits the draftsman to avoid naming or referring to the person or thing that acts. For example, the sentence '*The contract was breached*', simply states an action. It does not indicate who the offender who breached the contract was (p.94).

Altarabin (2021) mentions that conditional sentences and theoretical formulations are also widely used, particularly in contracts and procedural rules. Lunn (2017) recommends using the first conditional to indicate all conditions, especially when translating from other languages into English. This suggestion is vital, particularly for languages that have second and third conditionals such as Kurdish, because "English contracts do not usually express degrees of possibility, that is what these other conditionals signify" (p.35). For example, **If the rent is unpaid for more than 14 days,** the landlord is entitled to charge the tenant interest at 3 % per annum.

Performative verbs and modals are other syntactic features used in English. The language of law performs certain acts, mostly declaring a right, making a prohibition, or giving permission. It is argued that "performativity and modality are the linguistic means which express the institutional ideology of the role relationships involved in legislative rule-making'' (Maley 1994 as cited in El-Farahaty 2015). El-Farahaty (2015) classifies performatives as explicit and implicit. Clear speech deeds are stated through a speech act verb such as *certify, declare, confirm,* or *enact*, while implicit speech acts are formed by modal auxiliaries such as: *may* and *shall* or their negative forms. For instance, the landlord **shall** permit the tenant to have quiet enjoyment of the property without interruption by the landlord of his agent. All the sentences have a force of permission with *may*, ordering with *shall*, or prohibition with *shall not* (p.25). Lastly, Tiersma (1999) states that negative sentences in legal language are used extensively, as a result of a tendency to regulate rights and obligations by the use of prohibition. El-Farahaty (2015) notes that negative sentences and double negatives are used in legal discourse, and they are indicated by '*not*', '*never*',

'*unless*', '*except*', or prefixes such as '*un*'. In the collected data of our corpus, most of the above traits can also be detected in the legal Kurdish language.

4.2   Legal Kurdish Language in Contracts

According to Hatim (2008), "Arabic does not have its legal register''.[1] He also states that Arabic does not have a clearly defined register. Hatim's statement equally applies to Kurdish, because it lacks a well-defined legal discourse. Arabic language has influenced Kurdish in many aspects including the language of the law. The lack of reference books discussing the legal Kurdish language and its characteristics is hardly available. To find such books in Kurdish, the researcher consulted a few lawyers, but little information was found. The above discussion aims to establish the fact that there is very little information on specialized legal terminology. Mohammed Amin (2015) states that, for instance, if one examines the legal texts of English, he will eventually find out that the legal language publicly holds all the different past stages of that nation, the nation's history, ideology, lifestyle, and high esteem for law are embedded in the legal texts. If we scrutinize Kurdish legal texts in a similar vein, it would be hard to find the abovementioned fact in Kurdish. This does not mean that Kurds do not have a history or that their language cannot preserve the nation's history, but it means that the Kurds' experience in drafting and composing the law is weak (p.36).

According to Mohammed Amin, the current literature mainly shows the translation of Arabic legal texts or reformulation of legal texts in the Kurdish language. Kurds lack experience in this domain which results in the absence of Kurdish for legal purposes (ibid.). The composition of legal language in Kurdish requires the explanation of lexical and syntactic features, thus it is vital to point out the lexical and syntactic features of legal Kurdish, particularly in business contracts.

4.2.1   Lexical Features of Legal Kurdish

Legal Kurdish language, like English, has specific lexical features which differentiate it from other domains, including technical terms, use of a common word with unusual meanings, Arabic borrowings, word pairs, and the use of the article "هەر" [each]. One feature which differentiates legal language from other language registers is the technical terms specific to the domain. Undoubtedly, the legal language of Kurdish has many particular terminologies which are used in speaking and writing (Mohammed Amin 2015). Terms with [i]particular legal meanings can be found in official Arabic documents. Similarly, Kurdish legal texts are loaded with similar words that carry legal meanings within

themselves. When these words lack figurative and emotive expressions and they are purely informative, they give the text a specialized legal nature (Abdul-Raof, 2001 as cited in El-Farahaty 2015).

For example:

بەکریدان > Lease, **<** پەیمان بەستن > Agreement, هەڵوەشاندنەوە > Terminate, پابەند نەبون > Breach

The use of Language for General Purpose (LGP) terminologies shared among people with uncommon meanings shows that the meaning of a specific word that legal draftsmen use among themselves has an unusual meaning for lay people, the sense is not used commonly, this process is defined by Tiersma as a legal 'homonym' (Zidan, 2015). Kurdish legal texts likewise include LGP words with legal meanings. Mohammed Amin (2015) maintains that terminologies used in the Kurdish legal domain and everyday conversation have a specific meaning in LGP, but in the legal domain, they are used to convey legal meaning (p.64). For example:

پێشەکی > introduction، بەند > provision, دەرکردنی کریچی > force out the tenant,

The Kurdish word 'پێشەکی' is a common word that appears at the beginning of books where the author writes an introduction or a preface for a book. However, the word in the context of the business as an LSP word expresses the recital section in contracts where the layman drafts the subject which both parties agree upon. Another feature is borrowing, (or transference as in Newmark's model (1988) which is defined by Vinay and Darbelnet (1995) as the use of a source language (SL) word in a target text (TT) for some purposes. It could be used to overcome lacunae, create a stylistic effect, or introduce some taste of the (SL) culture in the (TT). It is also regarded as the simplest of all the translation procedures to fill in the lexical gap in the TL. Mohammed Amin (2015) explains that borrowed words can be used as a Kurdish lexical item to formulate legal texts which are originally loaned from Arabic. Rasul (2015) maintains that some "Arabic loanwords have been well-established in Kurdish and can be normally used in authentic Kurdish […] writing" (p.105). However other Arabic terminologies are used alongside their Kurdish equivalents for more clarity, but not as Kurdish lexical items. It is undeniable that the SL data of this study contain Arabic loanwords such as تامینات [guarantees] and قیست [instalment]. Viney and Darbelnet also (1995) state that older borrowings are so well-established and used predominately that they are no longer regarded as borrowings and

they have embedded in the respective TL lexicon such as غەرامە< fine, تەحویل< conveyance, ڕەهن < mortgage.

Moreover, Kurdish contains word pairs that together convey one meaning but not always a single meaning, for instance: داب و نەریت ,پاک و خاوێنی ,کەم و کورتی . It is crucial to state that these are not considered collocations which are often flexible patterns of language that permit some variations in form (Baker, 2011). Baker maintains that fixed expressions allow no flexibility of patterning because "they are frozen patterns of language which allow little or no variation in form'' (p.69). Finally, one of the common features of the Kurdish legal language is the article "هەر". According to Mohammed Amin (2015), this article is used to focus on anything the draftsman wants. As a prefix, it signals permanent and continuous meaning to the word. It functions as a focal point for the word which comes after the article (p.88). For example:

هەر گرێبەستێک مۆری پێشانگای پێوە نەبێت بەتاڵە. > **any** contract which does not bear the stamp of the exhibition is null and void.

4.2.2 Syntactic Features of Legal Kurdish

The grammatical system and lexical resources are powerful and influential factors affecting how we interpret and analyze our experiences. Amin (2013) states that "grammar is a science which teaches us the utterance and writing of a language correctly'' (p.22). Mohammed Amin (2015) contends that the composition of legal language not only uses lexical features, but it also requires syntactic features. Thus, legal, scientific, and religious texts choose certain syntactic features for their general appearance. Therefore, legal Kurdish has many syntactic features, particularly in contracts that overlap with English such as the use of present simple, impersonal structures, conditions, negations, imperatives, and nominalization.

Tense is a grammatical category within a big group of languages. It is the form of the verb that usually shows time relations in languages. Time relations are defined by Baker (2011) as "locating an event in time'' (p.108). The normal distinction is between past, present, and future, and she also states that the tense system in some languages is developed greatly (ibid). However, the Kurdish possesses only one form to indicate the present and future. Thus, it is necessary to indicate time references by using different adverbials. Kim (2010) maintains that in Kurdish, all these tenses are expressed in the same manner; the future tense is obtained from the context or by time expressions. In the SL (i.e. Kurdish) simple

present is used to show the rights and obligations of parties within a contract, while in the TT (i.e. English) modal verbs are used.

For instance:

<div dir="rtl">

دادگا کێشەکان **یەکلایی دەکاتەوە.**

</div>

The court **shall be** the **mediator**.

   Like English, Kurdish uses both active and passive constructions; however, Kurdish legal discourse favors active to passive voice, because it pursues accuracy and precision by evading the obscurity of agents. This feature is specific to Kurdish and is thought to have been inherited from Arabic since Rosenhouse (1988 cited in El Farahaty 2015) argues that Arabic is known for avoiding passive voice and not leaning towards using it in sentences.

For example:

<div dir="rtl">

پێویستە لایەنی دوەم **ئەنجامی بدات.**

</div>

It **must be carried out** by the second party.

The use of conditional sentences is another striking characteristic to clarify the terms. Cao (2007) states that English uses conditional sentences extensively to elaborately describe the contexts, conditions, and circumstances that may qualify for damages and costs (p.93). The conditional mood of Kurdish is created by using 'ئەگەر', according to Kim (2010), a conditional sentence of type one is used for the possibility of fulfilling a condition that is given in the if-clause. Mohammed Amin (2015) explains that conditional sentences are made by using (ئەگەر، مەگەر، ئەگەرچی، گەر...هتد) connectors in Kurdish that result in a complex sentence.

For example:

<div dir="rtl">

ئەگەر **زیانی لێکەوت،** دەبێت بیکڕێتەوە یان بیگۆڕێت کاتی چۆڵکردنی خانوەکە یان (چەندی تێدەچێت بیدات).

</div>

If an item is damaged, they rebuy or replace it at the time of evacuating the property - they must cover all costs for the damaged items.

Moreover, Thackston (2006) states that the negative for present habitual tense in Kurdish is formed by substituting the negative particle 'ن' and 'نا' for the prefix 'دە' which is identical to the negative of the future and progressive tenses because it corresponds to them (p.26-27). For instance:

<div dir="rtl">

پابەندنابێت بەو سزایەی کە دانراوە....

</div>

is not obliged to pay the fine set herein

Khoshnaw (2013) states that an imperative verb means that the first person (speaker) commands the second person (singular or plural) who are listeners to act (p.106). The imperative is formed from the present stem with the prefix of 'ب' with the subject suffix ending 'ە' or 'ن', and the imperatives express a direct command (McCarus, 1958, p.64). For example:

پێویستە لەسەر خاوەن ماڵ **بیگەیەنێتە** نزیکترین نەخۆشخانە.

The house owner **must deliver** the worker to the nearest hospital at the earliest time.

Mohammed Amin (2015) refers to nominalization in Kurdish as a morphological process where nouns are derived from other parts of speech such as "verb, adjective, or adverb". It can be said that a new lexical item is produced from other parts of speech (p.100). In Kurdish, one way of nominalization is by adding the suffix of 'ن' to the verb stem. For instance, تۆمارکرد= تۆمارکردن ,نیشتەجێ = نیشتەجێبون.

لایەنی دووەم **خەرجییەکانی بەناوکردنی** یەکەی نیشتەجێی یەکە و ئەنجامدانی **مامەڵەکانی بەناوکردن** [...] هەموو **ڕسووماتەکان** لە ئەستۆ دەگرێت.

The second party is liable for **title transfer expenses** and **registration procedures** including all the **fees**.

5. Norms and Legal Translation with their Manifestations in Business Contracts

The basic function of law in society is to guide and regulate human behavior and relations, this fact led to the creation of normative language. The law represents the ethics and standards people have and look for to understand ideas such as equity, justice, rights, liberty, equal protection, and the general welfare. As a result, the function of law language is not to merely express or convey information but to direct, influence, or amend people's deeds, whether it be legal enactment, judicial pronouncement, or a contract (Cao, 2007, p.13). Toury (2012) defines norms "as the translation of general values or ideas shared by a community- as to what would count as right or wrong, adequate or inadequate- into performance instructions appropriate for and applicable to concrete situations'' (p.63). For Bartsch, (cited by Chesterman, 2016) norms are the "social reality of correctness notions''. People in a certain society inevitably have common ideas about the 'correctness' of a certain act of behavior, and a degree of agreement exists among people (ibid). Thus, based on what has been mentioned, the TTs are analyzed to identify the prominent translation norms operating within the translation of Kurdish-English business contracts.

To begin with, in terms of translation policy within Toury's preliminary norms, two factors determine the selection of the business contracts for translation. First, in Iraqi Kurdistan, people who wish to obtain a visa and travel abroad, either to study, visit, or do business in a foreign country, are required to translate their assets to support their applications. The increased demand for translation can be explained by some wider reasons as to why people wish to travel abroad, but it is not the aim of this study. The second factor for the choice of these text types to be translated is the transaction of money from Iraq to foreign bank accounts. Kurdish people who live abroad usually have personal, family, or inheriting properties in the Kurdistan region. When they sell their assets and want to transfer their money into an international bank account, they must provide evidence for the sources of their money paid into their bank accounts.

The lack of a governing body to review and give feedback to translators has resulted in the lack of initial norms for the translation of Kurdish-English business contracts. Since the translators lack subject-specific competence, they submit themselves to the ST's linguistic, textual relations, and rhetorical norms closely during the translation which is soothingly evident in the data we have analyzed and studied. Based on this and according to Toury's initial norms, the TTs can be classified as adequate translations rather than acceptable. However, they are not entirely adequate translations because they also show the translators' attempt to adhere to the normative features of business contracts pertinent to the TL, and this, in effect, proves that translation may involve a compromise between the two poles of adequacy and acceptability or a combination in practice (Toury, 2012, p. 56-57).

Furthermore, English uses archaic terms excessively including the use of '*here* and *there*' with a particle. Upon the observation made on the translated English business contracts, such similar terms are rarely seen. The absence of such terms might be explained by the ambiguity in their use within the TTs. Translators may avoid using archaic terms to avoid confusion in the translated English contracts because they could not possibly use them accurately enough. This feature, however, is not a practiced tradition in the STs (i.e. Kurdish original documents), and it has not been used in the TTs. Thus, the ST linguistic lexical feature has interfered with the TT exhibiting the law of interference discussed by Toury (2012).

Any translation method, strategy, or procedure translators try to employ during the process of translation is influenced by norms (Saleh, 2016, p.72). Following this, the decision-making process of translators is governed and affected by norms. Moreover, to identify the types of norms that are related to our study aim, we have to mention the types of translation

norms, Toury presented and explained their applicability to the process of finding the translation procedures for translating business contracts.

6. Translation Procedures in Business Contracts from Kurdish into English

According to Vinay and Darbelnet (1995), as long as literal translation results in a suitable translation, it is the default translation that translation practitioners usually have to go for. If a lexis or/and expression cannot be literally translated, translators should opt for other translation procedures to deal with non-equivalence. At the micro-textual level, it is hard to preserve a suitable and natural translation without using various translation procedures (Uzeri & Rasul, 2018, p. 48). As for the purpose of this study, the researcher has tried to identify Vinay and Darbelnet procedures in the data as much as they were identifiable, however, if any case could not be categorized under their procedures, other procedures proposed by other scholars are sought, namely, Newmark (1988), and Catford (1965). The following are the translation procedures identified in the translation of business contracts from Kurdish into English.

6.1 Transposition

During the process of translation, grammatical structures may go through some changes. Vinay and Darbelnet (1995) state that transposition "involves replacing one-word class with another without changing the meaning of the message" (p.36). Although Vinay and Darbelnet distinguish between two different types of transposition, namely obligatory and optional, this study identifies them in general, and as such it does not concentrate on their categorization, because it is not the aim of its investigation. The data analysis provides examples such as:

ڕەزامەند < approval, دەستپێدەکات > commencing, فرۆشتن > sold

6.2 Amplification

It is a supplementary procedure discussed by Vinay and Darbelnet. It is defined as the "technique of remedying a syntactic deficiency, or to highlight the meaning of a word, in both cases by filling a lacuna in the lexicon or in the structure" (p.192).
For example:

ڕازیم > agree to and approve   لەبری دەوامکردن > in return of their work

تورەبوون > becoming angry

As Rasul (2015) states, amplification is "merely concerned with the formal properties of language" (p.54). Thus, the use of collocations in a language is regarded by McCarthy and

O'Dell (2005) to "sound natural to native speakers […] while some combinations just sound wrong to native speakers of English" (p.6). Although, it is considered as an imprecise translation procedure which is practised by translators intuitively in certain cases or ad hoc in some others (Newmark, 1988, p.90), translators try to use this procedure to make their translation sound more natural. The previous statement is the definition of 'expansion' by Newmark (1988) which, in his terms, is the same as amplification.

Another reason behind using amplification is the linguistic differences between the two languages. Kurdish is an agglutinative language, Kurdish words, in effect, highly depend on affixes for inflection. Therefore, when translated into English, which is an analytical language, there are bound to be a few more words since English depends on helping words such as prepositions, particles, and word order rather than inflections (Rasul, 2015, p.97). خاوەنی سالّانه > Owner of the license [BT: license owner]

If we take a look at the above example, we can see that the morpheme 'ی' which shows possession in Kurdish, is attached to the word 'خاوەن'. However, when translated into English, they are separated and written as two different words. One of them is a noun, *owner*, the other a preposition, *of*, because English usually prefers such helper words over inflections.

6.3 Couplets

Translators employed more than one translation procedure to render Kurdish words and expressions. This is referred to by Newmark (1988) as couplets, triplets, and quadruplets. They "combine two, three, or four […] procedures respectively for dealing with a single problem" (p.91). For example, the phrase 'تۆمارکردن به ناوی' is translated as 'title transfer procedures to'. The translator attempted to find the equivalence for the word 'تۆمارکردن' which is 'registration' in English. However, the word does not convey the contextual meaning of the ST, because the registration has already been carried out; it is the transfer of the title from one person to another that offers the same meaning. It is considered an equivalence, and it is further supplemented by the use of 'procedures to' in the TT to create an equivalent effect in the TT.

6.4 Implicitation

Implicitation is the opposite of explicitation; it is "[a] stylistic translation technique which consists of making what is explicit in the source language is implicit in the target language, relying on the context or the situation for conveying the meaning'' (Vinay and Darbelnet, 1995, p.344). It is crucial to say that this procedure is the least occurring among all the

translation procedures in the data analysis because the nature of these business text types requires clarity and precision, and such a procedure produces otherwise.

For example:

وەرگرتنی کلیلی خانووەکە > turnkey   BT [receive the house key]

In the above example, the word 'turnkey' is defined by Hornby (2005) as "complete and ready to use immediately'' (p.1399). The word does not indicate any reference to houses or keys, its meaning can only be deduced implicitly by the TT readers.

7. Conclusions

This current paper explored the translation of Kurdish-English business contracts in Kurdistan. The translations were carried out by professional and licensed legal translators. For our study purpose, a set of 20 business contracts were selected which were translated from Sorani Kurdish into English. They were analyzed and compared to identify lexical and syntactic features in Kurdish and English legal discourse within the context of legal translation, alongside the translation norms and procedures manifested in the English translations. The results indicated that Kurdish and English alike use similar lexical and syntactic features to draft business contracts as a part of the legal language, such as technical terms, borrowing from other languages, conditionals, and nominalization. The use of various translation procedures shows that translators make endeavors to produce natural sound TT translations, despite the challenges of translating non-literary texts for translators' non-native language. The most occurring translation procedures were transposition, shifts, amplification, and modulations. The TTs can be classified as adequate translations rather than acceptable. However, they are not regarded as completely adequate translations, but a compromise between the two divergent strategies of adequacy and acceptability, since there are normative traits of business contracts relevant to the target language.

شیکردنەوەیەکی بەراوردکاریانە لەسەر گرێبەستە بازرگانییەکانی زمانی ئینگلیزی و گرێبەستی وەرگێردراوی کوردی لە ڕوی وشەکاری و ڕستەسازیەوە

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پوختە

ئەم توێژینەوەیە هەوڵ دەدات کە خاسیەتەکانی گرێبەستی بازرگانی زمانی کوردی و ئینگلیزی شیبکاتەوە بە کورتی و بەراوردیان بکات لە ڕوانگەی وشەکاری و ڕستەسازیەوە. وەرگێڕانی یاسایی کوردی وەکو جۆرێک لە وەرگێڕان کە ئەدەبی نیە گرنگی ئەوتۆی پێ نەدراوە لە بواری وەرگێڕاندا هەربۆیە توێژینەوەکە هەوڵدانێکە بۆ دیاریکردنی نۆرم و تەکنیکەکانی وەرگێڕان کە لە وەرگێڕانی گرێبەستە بازرگانیەکان لە زمانی کوردیەوە بۆ سەر زمانی ئینگلیزی هەن و بەکاردێن. بۆ ئەمەش بیست گرێبەستی بازرگانی کوردی هەڵبژێردراون کە لە لایەن وەرگێڕی یاسایی ڕێگەپێدراوەوە بۆ سەر زمانی ئینگلیزی وەرگێڕدراون بە مەبەستی لێکۆڵینەوە بە بەکارهێنانی میتۆدە سێ قۆناغیەکەی تۆری (٢٠١٢). ئەنجامەکان دەریدەخەن کە زمانی یاسایی کوردی و ئینگلیزی کەرەستەی ووشەکاری و ڕستەسازی هاوشێوە بەکاردەهێنن بۆ دارشتنی گرێبەستە بازرگانیەکان. توێژینەوەکە ئەوەش نیشان دەدات کە نۆرمی بەرایی (initial norms) و نۆرمی پاڵاوتن (preliminary norms) و یاسای پێکداچوون (law of interference) لە ناو وەرگێڕانەکاندا هەن. هەروەها تەکنیکەکانی ترانسپۆزشن و ئامپلێفیکەیشن و کەپڵێت بە شێوەیەکی بەرچاو بەکار هێنراون بۆ زاڵبوون بەسەر ئاڵێنگاریەکانی وەرگێڕاندا. ئەگەر توێژینەوەکانی داهاتوو تیشک بخەنە سەر جیاوازی نێوان سیستەم و زمانی یاسایی کوردی و ئینگلیزی ئەوا گرنگیەکی بێ هاوتایان دەبێت.

کلیلە وشەکان: وەرگێڕانی یاسایی، گرێبەستی بازرگانی، تەکنیکەکانی وەرگێڕان و نۆرمەکان.

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[i] . Hatim is quoted from a lecture for the Centre of Translation, University of Leeds (March 2008).