

Challenges that Future Translators Encounter in Translating Legal Texts

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ABSTRACT: This study explored challenges that novice translators encountered in translating contracts and agreements. Particularly, this study aimed at answering the following two questions: What are some of challenges that novice translators encounter when translating contracts and agreements? And what are the reasons behind these challenges?

KEYWORD: Novice translators, translation, legal translation, contracts and agreements, translational challenges, Specialized terms, Google, Style-related challenges, Grammar-related challenges, Semantic-related challenges, Googling challenges.

To hold this analysis, I used two instruments, namely: a test and interviews. I prepared a translation test which was created specifically to meet the requirements of the current study. Twenty (20) novice translators (third semester students at UzSWLU 2021/2022) were requested to translate 15 items contained in two legal documents; a contract and an agreement. The agreement which constitutes the first part of the test was “an irrevocable special power of attorney” to be translated from Uzbek into English and the second part of the test was “a land selling contract” to be translated from English into Uzbek. These texts also focused on certain elements in legal texts which should be tackled such as textual and referential elements (See Appendix 1).

As I have mentioned, data were collected by means of translation test and semi-structured interviews. For the test, the participants were asked to translate 30 items in two legal instruments. The total score of the test was 30 marks and the scale of marks was also validated by the panel of experts as follows:

- 1- Correct answer was given two marks. The answer was considered correct if the item was rendered correctly.
- 2- Acceptable answer was assigned one mark. The answer was considered acceptable if the item was rendered in an acceptable manner.
- 3- Wrong answer was given zero mark if the answer failed to render the item in the least acceptable manner and/or committed some fatal linguistic errors that changed the meaning of a given item.

4- Results of the test were presented in simple tables by using frequencies and percentages followed by the texts that described the content of the tables. Results of interviews with the novice translators and experts were narrated and described by me.

5- Finally, results were discussed and explained in light of the previous 40 theoretical and empirical literature and with reference to the limitations of the study. The study was concluded with recommendations and conclusions for further research.

1. Semi-structured interviews

I interviewed two teachers and three novice translators in order to gather information that cannot be obtained by the test. I asked interviewees a standard set of three semi-structured questions. The questions were related to the challenges the translators encountered, the causes and solutions that could be given to ease the challenges. This technique helped me to compile more information that could not be compiled from the test. For novice translators' interviews, some questions were asked (See Appendix 2).

For also experts' interviews, some questions were given (See Appendix 3):

2. Validity of the test

To ensure the validity of the test, a panel of three experts (two professors and a professional translator) in translation and linguistics were requested to determine the face and the content validity of the test (See Appendix 4). The panel members were asked to provide their comments, notes and recommendations on the appropriateness of the content. They were responsive and provided me with valuable suggestions and recommendations. This was done to make sure that these items help in achieving the objectives of the study and see whether it measures what it is supposed to measure (See Appendix 5).

3. Reliability of the test

For the purpose of achieving a high degree of reliability of the test, I conducted a pilot study which aimed to answer the following two questions:

1- Was the time given to the translators enough to translate the 15 items and to use all the external resources needed?

2- Were the items clear enough?

The reliability of the test was determined by means of test – retest. The test was administrated to seven M.A students. They were asked to take it as homework so that they would be able to use external resources. The students brought the test back after a week. After two weeks, the test was administered again to the same seven students. Later, the test was distributed to the selected respondents.

4. Results related to the first part of the test - Part I: Challenges in translating the first legal text (the agreement) from Uzbek into English and their reasons

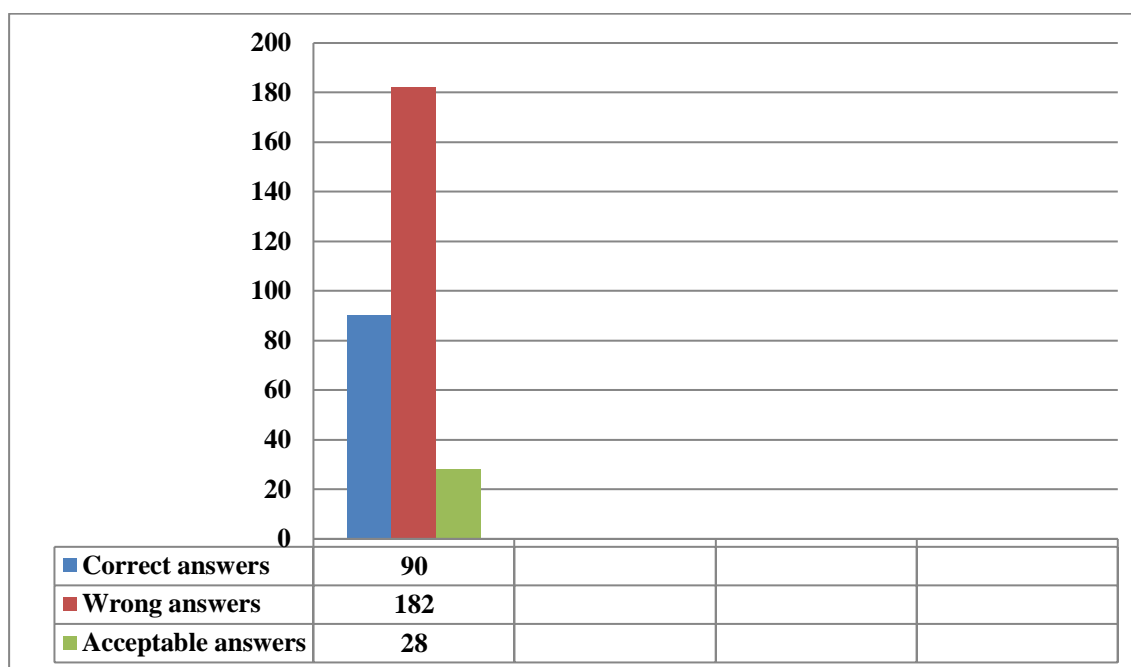
The total number of items in Part I is fifteen. Part I test is included in Appendix 1. The responses have been corrected and classified into three categories: correct answers, acceptable answers and wrong answers. Answers are considered correct if the response is semantically and grammatically correct, acceptable if it is semantically correct and grammatically accepted and wrong if it is semantically and grammatically wrong.

As shown in Table 1 and graph 1, most respondents haven't succeeded in translating legal items adequately in items number (14), (1), (7), (15), (9), (8) and (11). Clearly, the inability to deal with legal features appears in item number (8); novice translators have the highest percentage with wrong answers. As per results reported in Table 1, respondents have the highest correct answers are in items number (4) and (13) whereas the highest wrong answers in items number (14), (1), (7), (8) and (15).

Table 1 below shows that the total number of legal items received is 300.

Wrong Answer Zero		Acceptable Answer 1 Point		Correct Answer 2 Points		Items of Part 1
Percentage	Frequency	Percentage	Frequency	Percentage	Frequency	
75%	15	15%	3	10%	2	Item 1
55%	11	10%	2	35%	7	Item 2
55%	11	5%	1	40%	8	Item 3
30%	6	5%	1	65%	13	Item 4
50%	10	15%	3	35%	7	Item 5
50%	10	20%	4	30%	6	Item 6
70%	14	10%	2	20%	4	Item 7
70%	14	5%	1	25%	5	Item 8
65%	13	10%	2	25%	5	Item 9
70%	14	10%	2	20%	4	Item 10
60%	12	15%	3	25%	5	Item 11
55%	11	—	—	45%	9	Item 12
55%	11	10%	2	35%	7	Item 13
80%	16	—	—	20%	4	Item 14
70%	14	10%	2	20%	4	Item 15
Wrong Answer		Acceptable Answer		Correct Answer		Total of Legal Terms Items
Percentage	Total	Percentage	Total	Percentage	Total	
60.7%	182	9.3%	28	30%	90	300
$90 \times 2 = 180$		$28 \times 1 = 28$				Total
$180 + 28 = 208 \div 20 = 10.4$						Obtained Mean
$30 \times 2 = 60 \times 60 \div 100 = 36$						Required Mean

Table 1 Novice Translator' Performance in the Uzbek - English test



Graph 1 Total Results of the Uzbek-English test

In addition, the obtained mean score of the legal Part I test is (10.4); while the required cut – off mean score is (36). Again, this result means that the respondents failed to achieve the required mean scores. Accordingly, the respondents are unable to translate legal items adequately. Light is shed on the main parts of each item. Examples of correct, wrong and acceptable answers are listed below.

Item 1: ‘*Ko’chmas mulk ishonchnomasi*’

As shown in Table 1, only three respondents (15%) provided acceptable translation for this item; only two (10%) provided a correct translation and 15 (75%) provided wrong answers.

This item is the basic element of the contract; i.e. the title. The title of a contract or an agreement is generally the first line of the same. The title could be generic (e.g., Agreement, Contract) or specific (e.g., Contract of Sale, Contract of Lease, Contract to Sell ...etc). For this item, respondents’ answers vary between correct and wrong answers. Examples of correct answers are “Irrevocable Special Power of Attorney” and “Irrevocable Special PoA”.

Nº	Why	Sample of wrong translations of item 1
1.	Semantically wrong Literal translation Googling along with some cosmetics	“special power of attorney unable to destitute” “non isolated special agency” “a private agency cannot be isolated” “an irretrievable authority of attorney” Semantically wrong Literal translation Googling along with some cosmetics “special irrevocable authorization”
2.	Missing information , such as the words “special” and “irrevocable”.	“irrevocable power of attorney” “special power of attorney” “An Irrevocable Power of Attorney”

Table 2 Sample of wrong translations of item 1 along with justifications thereto “*Ko’chmas mulk ishonchnomasi*”

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Examples of wrong answers are shown in Table 2 above along with justifications thereto. Many novice translators failed to translate this item correctly. This can be attributed to the lack of basic knowledge of legal systems and relevant terminology knowledge. However, the term “Ko’chmas” might be a very sophisticated vocabulary for novice translators.

Item 2: *Men (Ism, sharifi) ishonchnomani imzolovchi shaxs (Ism, sharifi) ni mening nomimdan ish ko’rishga va yer uchastkasi (belgilangan raqami va nomi) ni kim hohlasa o’z yerlariga fond birjasi orqali va munosib ko’rilgan narxda qo’shishiga vakolat beraman.*

As shown in Table 1, seven respondents (35%) provided a correct translation, two (10%) provided an acceptable answer, and 11 (55%) provided wrong answers. This item is a long one. Here, I shed light on some phrases used such as “men, ishonchnomani imzolovchi shaxs”, “o’rin egallash”, “munosib ko’rilgan”. The first expression “Men, ishonchnomani imzolovchi shaxs” is a fixed legal term used in many contracts and agreements. It refers to a signer whose name appears at the bottom or end of a document (e.g., agreement or contract). Respondents translated this term in different ways. The only correct answer is “I, the undersigned”. An example of an acceptable answer is “I the undersigned” since the comma (,) is not placed after the pronoun “I”; this is considered a stylistic error. Examples of wrong answers for the same are shown in Table 3 below:

Nº	Why	Sample of wrong translations of the phrase “Men, ishonchnomani imzolovchi shaxs”
1.	Semantically and grammatically wrong	“I am the subscriber below”
2.	Grammatically wrong	“I am the undersigned”
3.	Literal translation	“I signed below”

Table 3: Sample of wrong translations of the phrase along with justifications thereto “Men, ishonchnomani imzolovchi shaxs...”.

Respondents failed to translate this legal expression correctly because they are unfamiliar with such legal expressions. Also, they faced a grammatical challenge in mistranslating the expression “Men, ishonchnomani imzolovchi shaxs” into “I am the undersigned” using the verb to be “am” as a main verb. They considered the word “undersigned” a predicate of the statement.

The verb “vakolat bermoq” was translated correctly into “authorize”. However, it was translated wrongly into “delegate”, “I Authorize”, “have authorized”, “I appoint”, because they used the Google Translate software or adopting the literal translation method.

Respondents faced grammatical, semantic and stylistic challenges in translating the phrase “mening nomimdan ish ko’rishga”. It was translated correctly into “to act for me” and “to act on my behalf”. However, wrong answers were as shown in Table 4 below:

Nº	Why	Sample of wrong translations of the phrase “mening nomimdan ish ko’rishga”.
1.	Literal translation Misuse of capitalization	“to serve in my place” 1 “TO ACT AS ME, AND DEPUTY FOR ME” “he will be my representative and acting on my behalf” “to take my place”
2.	Missing information	“on behalf of me”
3.	Semantically and grammatically wrong	“to present me, and to be deputized”

Table 4 Sample of wrong translations of the phrase along with justifications thereto “mening nomimdan ish ko’rishga”.

The phrase “*o’zi hohlagan shaxsga*” was correctly translated into “to whoever he wants” and “to whomever he wishes”. On the other hand, it was wrongly translated as shown in Table 5 below: Most respondents failed to translate this phrase into English properly since they employed wrong tools such as Googling (i.e. using Google Translate software in rendering the meaning of a specific item (whether it is a statement, phrase or word)).

№	Why	Sample of wrong translations of the phrase “ <i>o’zi hohlagan shaxsga va munosib ko’rilgan narxda</i> ”
1.	Googling Literal translation	“to whoever pits for it as a price equal to it he sees fit” “To any one, substitute and in suitable price that he see” “TO THOSE WHO WANTS, ALLOWANCE, PRICE, THAT HE DEEMS APPROPRIATE to who is interested, in allowance and the appropriate price”
2.	Semantically wrong since “prize” has nothing to do with this phrase	“to whomever he wants, against the compensation and prize he sees fit”
3.	Semantically and grammatically wrong	“for himself and any other one he wishes with the price which he assess”

Table 5 Sample of wrong translations of the phrase along with justifications thereto “*o’zi hohlagan shaxsga va munosib ko’rilgan narxda*”.

What is more, some respondents provided ungrammatical answers such as “*in whoever pits for it as a price he see suitable*”. It seems that some respondents lack the basic knowledge of grammar and syntax. The verb “see” needs the third person singular an ‘s’.

Item 3: *Men unga aksiyalarimni to’liq yoki qisman sotish, hadya qilish, garovga qo’yish, bekor etish, ajratish va almashtirishga, ularni birlashtirishga va uni zarur deb bilgan boshqa narsalar bilan birlashtirishga vakolat beraman.*

As shown in Table 1, eight respondents (40%) provided a correct translation, one (5%) provided an acceptable answer and 11 (55%) provided wrong answers. This item is a good example of one of the characteristics of the legal language which is the lengthy sentences due to the need to place all information on a particular topic in one complete unit in order to reduce the ambiguity that may arise if the conditions of a provision are placed in separate sentences. Some respondents translated this item correctly into:

“I authorize him in purchasing, endowing, mortgaging, dismortgaging, exchanging and apportioning all/part of my shares and in combining or gathering the plot with another one as he considers appropriate”.

An acceptable answer is:

“I authorized him in selling, endowing, mortgaging, dismortgage, exchange and apportion all or part of my shares”.

The verb “authorized” should be in the present tense “authorize” and the gerund nouns “dismortgage”, “exchange” and “apportion” should have the suffix “ing”.

№	Why	Sample of wrong translations of Item 3
1.	Semantically and grammatically wrong	“I appoint him in receipt the drawing and bills of registrations of such segment”
		“and I authorize him in sale, gift, mortgage,

2	Googling along with some cosmetics	redemption, secretion and exchange, trade in all zones as a whole or as a part annexation and consolidation with any other zone as it deems appropriate”
3.	Capitalization and punctuation mistakes plus googling	“AND I AUTHORIZE IN THE SALE, DENOTION, MORTGAGE, MORTGAGE REDEMPTION, SECRETION AND EXCHANGE, IN ALL ALLOCATIVE OR SOME AND ANNEXED, CONSOLIDATION WITH ANY OTHER PLOT WHO DEEMS APPROPRIATE.”
4.	Googling	“I warrant him in Sale, donation, mortgage foreclosure and dismantling of excretion and the swap, and annexation and consolidation with any other piece as it deems appropriate in all or a part of my shares.”
5.	Literal translation	“and delegate him in selling, donation, mortgage, unite the mortgage, Partition, and substitute, in some or in all my allocation and joining it with any land he see it suitable.”
6.	Unneeded addition “Also, I empower him to” Selecting the meaning of some words improperly	“Also, I empower him to act on behalf me in buying, donating, mortgaging, excreting, and exchanging, all of my proportions or part of them, combining and consolidating them with any plot as he sees it suitable.”
7.	Grammatical mistakes Selecting the meaning of some words improperly	“and I authorize him in buying, offering, mortgage, redemption, sorting, and swapping in all my shares or some of it, as well as joining and conjunction it with any other suitable plot.”
8.	Selecting the meaning of some words improperly	“and I authorize him in buying, offering, mortgage, redemption, sorting, and swapping in all my shares or some of it, as well as joining and conjunction it with any other suitable plot.”
9.	Googling (literally) Misuse of the conjunction “and”	“In the sale, donation, and mortgage foreclosure and dismantling of excretion and the swap, Allocative in whole or in part, annexation and unification with any other piece as it deems appropriate.”

Table 6 Sample of wrong translations of the phrase along with justifications thereto “*Men unga aksiyalarimni to’liq yoki qisman sotish, hadya qilish, garovga qo’yish, bekor etish, ajratish va almashtirishga, ularni birlashtirishga va uni zarur deb bilgan boshqa narsalar bilan birlashtirishga vakolat beraman*”.

Item 4: *Va men unga rejalar va maxsus ro’yxatga olish hujjatlarini qabul qilishda vakolat beraman.*

As shown in Table 1, 13 respondents (65%) provided a correct translation, only one (5%) provided an acceptable answer and six (30%) provided wrong answers. An example of a correct answer is: “*in receiving design and registration papers related to such plot*”.

Googling is a major reason behind wrong answers provided by some respondents. Another reason is the lack of specialized proper references (hard or soft copy dictionaries, online resources ...etc.).

Examples of wrong answers are shown in Table 7 below:

№	Why	Sample of wrong translations of Item 4
1.	Semantically wrong (i.e. referential mistakes) Literal translation	<p>“And I delegate him to receipt the plans and special registration bonds”</p> <p>“Also, I empower him to receive the graphs and registration’s bond concerning this plot”</p> <p>“I have given him the authority to receive the drawings and registration deeds for this plot.”</p> <p>“And authorize him to receive diagrams and bills of registrations for such segment”</p>
2.	Mistranslation	<p>“also I authorize him to submit the layouts and the registration deeds of this plot.”</p>
3.	Googling along with some cosmetics	<p>“and receipting of drawings and bills of registrations for such segment.”</p>

Table 7 Sample of wrong translations of the phrase along with justifications thereto “*Va men unga rejalar va maxsus ro’yxatga olish hujjatlarini qabul qilishda vakolat beraman*”.

Item 5: *Men unga hujjatlarni nazorat qilish, muzokaralar olib borish, boshqarish va ijaraga olishga ham huquq beraman.*

As shown in Table 1, seven respondents (35%) provided a correct translation, three (15%) provided an acceptable answer and 10 (50%) provided wrong answers.

Examples of correct answers are: “I also authorize him the right of supervising, superintending, managing, receiving rents” and “he is entitled to supervise, superintend, manage, receiving rents”. Examples of wrong answers are shown in Table 8 below:

№	Why	Sample of wrong translations of Item 5
1.	Semantically wrong (i.e. referential mistakes) Literal translation Googling along with some cosmetics	<p>“He has the right supervision and the corresponding management and arrested Rentals”</p> <p>“Also, he has full right of supervising, arguing, managing, getting the Lease payment”</p> <p>“he has the supervision rights, administration, and taking the rents”</p> <p>“and he have the right of supervision and management and the collecting of Rentals,” “and He has the supervising, debating, administrating and collecting rents”</p> <p>“and he owns rights of supervising, counterpart, management, and taking the rentals”</p> <p>“he has the right of supervision, censorship, managing, and catching the rentals”</p>

Table 8 Sample of wrong translations of the phrase along with justifications thereto “*Men unga hujjatlarni nazorat qilish, muzokaralar olib borish, boshqarish va ijaraga olishga ham huquq beraman*”.

Some respondents failed to translate this item since they employed two methods for translating the item in question. The first method is googling as evident in “He has the right supervision and the corresponding management and arrested Rentals”. The second method used by the respondents is literal translation where they rendered the item in question from Uzbek into English “word-for word”.

Item 6: ...binolar qurish, ular uchun litsenziyalarni olish, ularni rivojlantirish, har hil turdagi suv quduqlarini qazish...

As shown in Table 1, six respondents (30%) provided a correct translation, four (20%) provided an acceptable answer and 10 (50%) provided wrong answers. Examples of correct answers are:

“...establish buildings on the plot, procure and require licenses, cultivate the plot, drilling any kind of wells” and “...establish buildings on the plot, procure required licenses, cultivate the plot, drill any kind of wells”. Some respondents translated this item wrongly as shown in Table 9:

No	Why	Sample of wrong translations of Item 6
1.	Semantically wrong (i.e. referential mistakes) Literal translation	“in the establishment of buildings on it and issuing licenses to do so, and planting and digging water wells of all kinds” “establish the buildings on it, processing the necessary whereby, planting, water well drilling by all kinds” Semantically wrong (i.e. referential mistakes) Literal translation “He owns the right of creating buildings on the plot and to issuing the necessary licenses, also to farming the plot and digging all kinds of water wells”

Table 9 Sample of wrong translations of the phrase along with justifications thereto “...binolar qurish, ular uchun litsenziyalarni olish, ularni rivojlantirish, har hil turdagi suv quduqlarini qazish...”

Item 7: ...ipoteka qarzini olish va taqsimlash maqsadida notariusda ishonchnoma va garovlarini imzolash.

No	Why	Sample of wrong translations of Item 7
1.	Referential error: The phrase “judicial declarations and undertakings” should be “notary acknowledgements and pledges” The phrase “mortgaging or excreting purposes” should be “mortgage and apportionment	“signing the judicial declarations and undertakings, before the notary for mortgaging or excreting purposes”
2.	Googling along with some cosmetic changes.	“signing on the judicial representations and commitments of justice, in front of a notary public for the purposes of mortgage or excretion.”
3.	Referential error: The phrase “declarations and commitments of justice” should be “notary acknowledgements and pledges”. Literal translation: The item in question has	“signing of the declarations and commitments of justice, at the head of a notary public for the purposes of a mortgage or excretion”

	been rendered from Uzbek to English "word-for-word". This is especially applied to the phrase "at the head of a notary public".	
4.	Grammatical errors: Using "Having sign" structure instead of "signing". Referential error: The phrase "justice and commitment attestations" should be "notary acknowledgements and pledges".	"having sign on justice and commitment attestations, before ministerial office, mortgage and partition purpose"

Table 10 Sample of wrong translations of the phrase along with justifications thereto "...ipoteka qarzini olish va taqsimlash maqsadida notariusda ishonchnoma va garovlarini imzolash".

As shown in Table 1, four respondents (20%) provided a correct translation, two (10%) provided an acceptable answer and 14 (70%) provided wrong answers. Examples of wrong answers of the item in question are shown in Table 10 above.

Here is an example of a correct answer for this item: "signing notary acknowledgements and pledges before the notary public for the purposes of mortgage and apportionment".

Some respondents failed to translate the phrase "*ipoteka qarzini olish va taqsimlash*". Most respondents made referential errors. The phrase "judicial declarations and undertakings" should be "notary acknowledgements and pledges" and the phrase "mortgaging or excreting purposes" should be "mortgage and apportionment".

Item 8: *U Notarius xabarnomalarini taqdim etish huquqiga ega bo'ladi...*

As shown in Table 1, five respondents (25%) provided a correct translation, only one (5%) provided an acceptable answer and 14 (70%) provided wrong answers.

An example of a correct answer is: "he shall be entitled to serve notary notices". Some respondents demonstrated lack of the basic legal systems knowledge. They translated the item in question wrongly as shown in Table 11:

N ^o	Why	Sample of wrong translations of Item 8
1.	Literal translation	"he owns the right in sending judicial warnings" "he owns the right to give a judicial warning" "he has the right to give justice notifications"
2.	Grammatically wrong (no subject)	"has the right to warnings of justice"
3.	Adding extra information "full right"	"he has full right of submitting the judicial warnings"
4.	Semantically wrong (i.e. referential mistakes)	"He has the right to make a justice warnings" "he has the right to remit of justice warnings" "he has the right in directing the justice warnings" "Also, he has the right to give judicial warnings"

Table 11 Sample of wrong translations of the phrase along with justifications thereto "*U Notarius xabarnomalarini taqdim etish huquqiga ega bo'ladi...*"

Respondents faced a number of challenges in translating this item. They tended to translate by using literal translation. This does not make any sense. Respondents showed lack of knowledge in legal terminology, especially in translating the idiomatic expression "*Notarius xabarnomalarini taqdim etish*" into "sending justice notifications", "directing justice warnings" and "submitting warnings of justice" while it should be translated into "serve judicial notices".

Item 9: ...har qanday sud ishlarini boshlash va uchinchi tomonga sudda mening vakilim bo'lish huquqini beradi.

As shown in Table 1, five respondents (25%) provided a correct translation, only two (10%) provided an acceptable answer and 13 (65%) provided wrong answers.

An example of a correct answer is: “institute legal proceedings of any type before any courts and to authorize third parties to represent me before the courts”. Examples of wrong answers are shown in Table 12 below. Most respondents mistranslated this item. They separated it by a period which suggested a new invented meaning for the same. One can notice ill-structured statements where the respondent employed literal translation method.

№	Why	Sample of wrong translations of Item 9
1.	Literal translation: The item in question has been rendered from Uzbek to English "word-for-word". This is especially applied to the phrase “in front of all courts”. Referential error: Using the phrase “prosecution marks” instead of “institute legal proceedings”. Using the phrase “to present me in the court” instead of “to represent me before courts”. Informal language: “someone else”	“prosecution marks in front of all courts, he can appoint someone else to present me in the court”
2.	This is an ill-structured statement.	“TO PROSECUTE before all courts”
3.	Literal translation: The item in question has been rendered from Uzbek to English "word-for-word". This is especially applied to the phrase “litigate before all the courts”.	“litigate before all the courts and the warrant of a third party to represent me before the courts”
4.	Mistranslation: Separating the item by a period suggested a new invented meaning for the same.	“institution of legal proceedings in all kinds. Before all courts and delegate others to present me before courts.”
5.	Ill-structured statement where the respondent employed literal translation method.	“filling a various cases, in front of all the courts, and to behalf the others to represent me in front of the courts”

Table 12 Sample of wrong translations of the phrase along with justifications thereto “...har qanday sud ishlarini boshlash va uchinchi tomonga sudda mening vakilim bo'lish huquqini berish...”

Item 10: Shu bilan bir qatorda u yer va uchastka bo'limlariga bo'g'liq barcha kerakli hujjatlarni imzolash huquqiga ega bo'ladi.

As shown in Table 1, four respondents (20%) provided a correct translation, only two (10%) provided an acceptable answer and 14 (70%) of the respondents provided wrong answers. Respondents' answers vary between correct, wrong and acceptable translations.

A correct answer for this item is: “in this respect, he shall be entitled to sign all necessary documents before the lands and survey department”.

Below are more examples of correct answers: “in this respect, he is entitled to sign on all necessary papers before the Department of Lands and Survey” and “in this regard, he has the right to sign on all necessary papers before the Department of Lands and Survey”. Here, I considered those two answers

as acceptable since they did not follow the legal writing style. Examples of wrong examples are shown in Table 13 below:

№	Why	Sample of wrong translations of Item 10
1.	Literal translation: Using "word-for-word" technique. Capitalization: "department of lands and survey" should be in upper case. Referential error: Using the verb "sign in" instead of "sign or signing".	"so he signs in all necessary papers. Before department of lands and survey"
2.	Referential errors: "Upon that" should be "to that effect", "in this regard" or "in this respect". The term "securities" should be "papers" since securities refers to negotiable financial instrument representing financial value.	"Upon that he has the right to sign all the necessary securities before the concerned lands and survey departments"
3.	Referential error: The translation has nothing to do with the item in question.	"he can signed on all papers In the champers of land and survey"
4.	Googling along with some cosmetic changes.	"he has the right to sign on all necessary paper in the Chambers of Lands and Survey"

Table 13 Sample of wrong translations of the phrase along with justifications thereto "*Shu bilan bir qatorda u yer va uchastka bo'limlariga bo'g'liq barcha kerakli hujjatlarni imzolash huquqiga ega bo'ladi.*"

These answers were considered wrong because they lack appropriate usage of capitalization; i.e. "department of lands and survey" should be in upper case. Also, these phrases contain referential errors; i.e. using the verb "sign in" instead of "sign or signing". Furthermore, the phrases "he is entitled" and "he has the right" should be, respectively, "he shall be entitled" and "he shall have the right" using the obligatory-legal word "shall".

All in all, most respondents did not comprehend or understand statements which led to mistranslating certain phrases or statement.

Item 11: *Va men ko'chmas mulk ishonchnomasidagi barcha rasmiy va norasmiy idoralar qarshisida to'liq to'lovni olgan holda...*

As shown in Table 1, five respondents (25%) provided a correct translation, three (15%) provided an acceptable answer and 12 (60%) provided wrong answers. An example of a correct answer is: "and as I have received the full payment before all official and nonofficial departments in this irrevocable special power of attorney..." However, many respondents failed to translate this item. Examples of wrong answers are shown in Table 14:

№	Why	Sample of wrong translations of Item 11
1.	Grammatical error: "as I took the whole price".	"all official and non-official departments in irrevocable power of attorney as I took the whole price."
2.	Literal translation: The item in question has been rendered from Uzbek to English "word-for-word". This is especially applied to the phrase "cannot be isolated because I took the	"all government department and nonofficial that regard to agency can't be isolated because I took the price completely."

	price completely”.	
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Table 14 Sample of wrong translations of the phrase along with justifications thereto “*Va men ko’chmas mulk ishonchnomasidagi barcha rasmiy va norasmiy idoralar qarshisida to’liq to’lovni olgan holda...*”

Item 12: *Guvoh..., mijoz...*

As shown in Table 1, nine respondents (45%) provided a correct translation and 11 (55%) provided wrong answers. Correct answers of these two words, respectively, are: “witness” and “principal”. The main focus here is on the term “mijoz”. Some respondents translated this term correctly into “principal” whereas some of them translated it wrongly into “client” which is the first choice provided by Google Translate. This can be attributed to the negligence of some novice translators (i.e. they tend to select the meaning of words haphazardly).

Item 13: *Hijriy bir ming to’rt yuzinchi yil, ...kun, ...oy, Milodiy ikki minginchi yil, ...kun, ...oyda...*

As shown in Table 1, seven respondents (35%) provided a correct translation, only two (10%) provided an acceptable answer and 11 (55%) provided wrong answers. This item shows a ready-made formula as a distinctive characteristic of legal language. An example of a correct answer is: “On this day...of...month for the year of one thousand, four hundred and ...Hijri, corresponding to...of...month for the year two thousand and ...AD”.

However, most respondents failed to translate the same item correctly indicating a lack of basic knowledge and terminology of legal systems. Examples of wrong answers are shown in Table 15 below:

№	Why	Sample of wrong translations of Item 13
1.	Referential error: Using the word “Migratory” instead of “Hijri”. “dated on” is totally wrong.	“On ... dated on ... of ... of the year of one thousand and four hundred.... Migratory, due to ... From ...the month ... Of the year of two thousands ...AD. “
2.	Referential error: Using the word “Migratory” and “due to” instead of, respectively, “Hijri” and “of”. “Year 2000” is totally wrong. It should be for the year two thousand andAD.	“day...due to ...month one 1400 migratory, corresponding...from... month... Year 2000 AD.”
3.	Googling along with some cosmetic changes.	“on the day ...Indeed ... Of the month ... For the year one thousand four hundred ... Hijri, corresponding to the month ...for two thousand years old ...AD.”
4.	This is a translation of another formula (text).	“This contract is made on ... / ... /”
5.	Deletion/omission of large part of the item (missing information).	“Made on”

Table 15 Sample of wrong translations of the phrase along with justifications thereto “*Hijriy bir ming to’rt yuzinchi yil, ...kun, ...oy, Milodiy ikki minginchi yil, ...kun, ...oyda...*”

Respondents mainly failed to translate this item because they tended to translate it literally.

Item 14: *Men davlat Notarius hodimi sifatida, ushbu hujjatni yuqoridagi (ikki) guvohlar tomonidan qonuniy ma’qullangandan so’ng tasdiqlashim so’raldi.*

As shown in Table 1, four respondents (20%) provided a correct translation and 16 (80%) provided wrong answers.

An example of a correct answer is: “I, as a member of Notary public, have been requested to validate this document after its identity has been legally confirmed by the above (two) witnesses”.

This item was translated wrongly by many respondents. Table 16 below that shows wrong answers to the item in question along with justifications of these mistranslations:

No	Why	Sample of wrong translations of Item 14
1.	Literal translation: The item in question has been rendered from Uzbek to English "word-for-word". Referential errors: “writer of Justice” should be “notary public”. Informal language: This can be shown through the phrase “He asked me to confirm this script”	“The client came to my formal department... I am a writer of Justice He asked me to confirm this script, and holding the legal definition of it by the witnesses”
2.	Capitalization: Misuse of upper case letters.	I AM A NOTARY... He asked me to confirm this script, and holding the legal definition of it by the witnesses”
3.	Mistranslation	“I, the notary,..... came to my formal Dept. and he asked me to sanction this scrip and making the legal definition for it from the aforementioned witnesses”
4.	Googling along with some cosmetic changes.	“I am a writer of Justice ...requested me to believe this authority and a legal definition of it from above before two witnesses”

Table 16 Sample of wrong translations of the phrase along with justifications thereto “*Men davlat Notarius hodimi sifatida, ushbu hujjatni yuqoridagi (ikki) guvohlar tomonidan qonuniy ma’qullangandan so’ng tasdiqlashim so’raldi.*”

Respondents used informal language which can be shown in the phrase “He asked me to confirm this script”.

Item 15: *Men notarius yig’ilishini o’tkazdim, u yerda hujjatni o’qib chiqdim, u hujjat tarkibini men va guvohlar ishtirokida tan olib imzolaganidan so’ng men uning asosililigini tasdiqladim (Davlat Notariusi).*

As shown in Table 1, four respondents (20%) provided a correct translation, only two (10%) provided an acceptable answer and 14 (70%) provided wrong answers.

A correct answer of this item is: “I have held the notary meeting and recited the deed where he acknowledged its contents and signed it in my presence and in the presence of the above witnesses; then I endorse the validity of it, (Notary public)”.

However, there are many wrong answers provided by the respondents. Table 17 below shows wrong answers to the item in question along with justifications of these mistranslations:

№	Why	Sample of wrong translations of Item 15
1.	Referential error: “council of justice” should be “notary sessions” or “notary meeting”. Grammatical error: Usage of the pronoun “it”, “its” and “he” in the phrases “and I read it” and “he recognized its”, respectively, is wrong. Semantic error: Mistranslating the verb “asosli” into “certify”. It should be “validate”. Deletion/omission: The term “Davlat Notariusi” has been deleted/omitted. It should be translated into “notary public”. “to endorse his health”: This is not a Google Translate. This is an indicator that the respondent in question lacks the basic knowledge of linguistics, semantics and syntax in both target language and source language.	“I hold council of justice, and I read it, he recognized its content and signed in a presence of two witnesses attending to endorses his health.” “I have therefore convened a Notary council to endorse this debenture and execute the legal procedure, and I have read the debenture aloud to him in the council, and he affirmed and acknowledged its contents and signed it in my presence and the two witnesses aforementioned. I entirely confirmed its correctness (Notary Public)”

Table 17 Sample of wrong translations of the phrase along with justifications thereto “*Men notarius yig'ilishini o'tkazdim, u yerda hujjatni o'qib chiqdim, u hujjat tarkibini men va guvohlar ishtirokida tan olib imzolaganidan so'ng men uning asosililigini tasdiqladim (Davlat Notariusi).*”

5. Results related to the second part of the test - Part II: Challenges in translating the second legal text (the contract) from English into Uzbek and their reasons

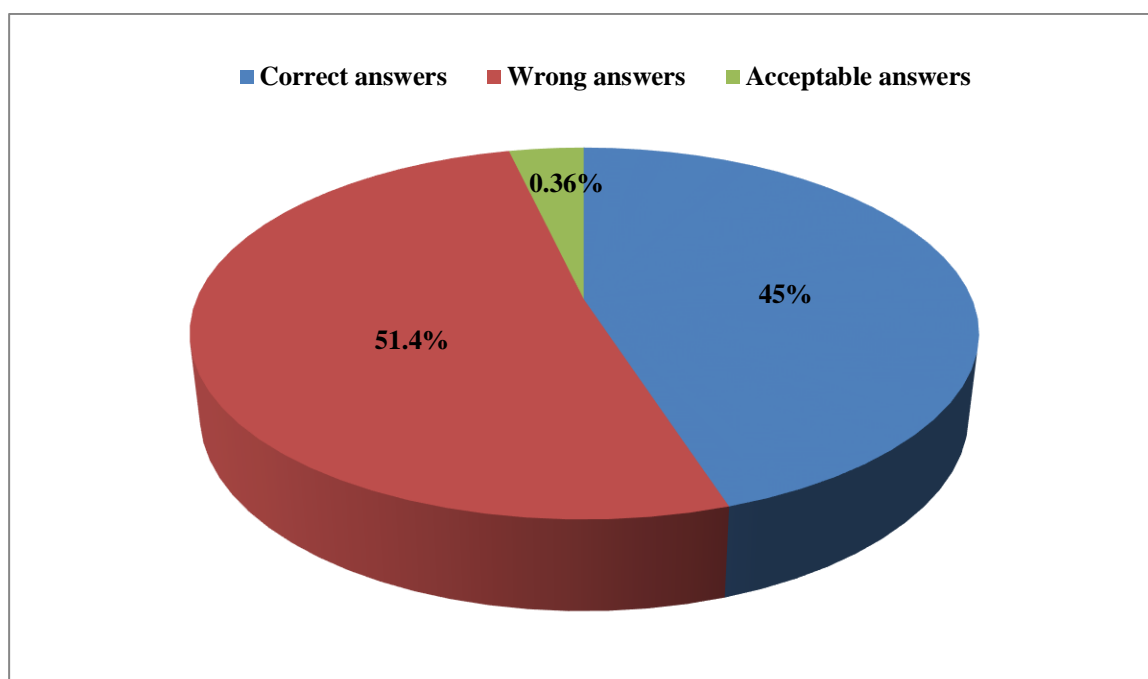
Results of novice translators' performance in Part II (the English–Uzbek test) are shown in Table 18 below. The total number of items in part II is fifteen. The Part II test is included in Appendix 6.

Translations of these items have been compared and analyzed by using frequencies and percentages. Table 18 and graph 2 below present 300 responses received for items from English into Uzbek. As per results reported in Table 18, respondents have the highest correct answers in items number (9), (1), (10) and (2) whereas the highest wrong answers in items number (8), (11), (14), (13) and (15). This table also indicates that (0.36%) of novice translators have acceptable answers for all items. The lowest percentages of wrong answers are in items one and two (20% for each of them) and the highest percentage for item number nine is (75%). On the other hand, an acceptable answer is the highest for items number two, three and five (15% for each of them) and the lowest is for item number one (10%).

Wrong Answer Zero		Acceptable Answer 1 Point		Correct Answer 2 Points		Items of Part II
Percentage	Frequency	Percentage	Frequency	Percentage	Frequency	
20%	4	10%	2	70%	14	Item 1
20%	4	15%	3	65%	13	Item 2
35%	7	15%	3	50%	10	Item 3
40%	8	—	—	60%	12	Item 4
30%	6	15%	3	55%	11	Item 5
65%	13	—	—	35%	7	Item 6
55%	11	—	—	45%	9	Item 7
90%	18	—	—	10%	2	Item 8
25%	5	—	—	75%	15	Item 9
30%	6	—	—	70%	14	Item 10

80%	16	—	—	20%	4	Item 11
65%	13	—	—	35%	7	Item 12
70%	14	—	—	30%	6	Item 13
75%	15	—	—	25%	5	Item 14
70%	14	—	—	30%	6	Item 15
Wrong Answer		Acceptable Answer		Correct Answer		Total of Legal Terms Items
Percentage	Total	Percentage	Total	Percentage	Total	
51.4%	154	0.36%	11	45%	135	300
135 x 2 = 270 11 x 1 = 11						Total
270 + 11 = 281 ÷ 20 = 14.05						Obtaine d Mean
30 x 2 = 60 x 60 ÷ 100 = 36						Require d Mean

Table 18: Novice translator' performance in the English – Uzbek test



Graph 2 Total Results of the English-Uzbek test

In what follows light is shed on the main parts of each item. Examples of correct, wrong and acceptable answers are also listed below.

Item 1: Land Selling Contract

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As shown in Table 18, 14 respondents (70%) provided a correct translation, only two (10%) provided an acceptable answer and four (20%) provided wrong answers. As a title of the contract, that is not preceded in the source language by a definite or an indefinite article.

Examples of correct answers are: “Yer sotish shartnomasi” va “Yer oldi-sotdi shartnomasi”. An example of an acceptable answer is “Yerni sotish kelishuvnomasi” as the translator translated the term “contract” into “kelishuvnoma” while it should be translated into “shartnoma”. An example of a wrong answer is: “Yer olish va yer sotish shartnomasi” since it is considered semantically wrong answer; i.e. referential error.

Item 2: *First Party:* *Address:*

National No:

Second Party: *Address:*

National No:

As shown in Table 18, 13 respondents (65%) provided a correct translation, only three (15%) provided an acceptable answer and four (20%) provided wrong answers. An example of a correct answer is: “Manzili”.

Item 3: *Preamble*

Whereas the First Party owns the plot No. (...), (...), the City of ..., (area ... Square meter), of ... zoning; and

Whereas the Second Party is desirous to purchase the plot of land described above and the parties hereto have agreed to the following:

As shown in Table 18, 10 respondents (50%) provided a correct translation, only three (15%) provided an acceptable answer and seven (35%) provided wrong answers.

An example of a correct answer is: “Preambula

Birinchi tomon № (...) hududi (...), ...shahar, (maydon ...kvadrat metr), (...) chegarasi yer uchastkasiga ega.

Ikkinchi tomon esa yuqorida aytib oʻtilgan yerni sotib olishni xohlaydi va tomonlar quyidagicha kelishib oldilar:”

It is common in the legal translation practice to Uzbek to render the word “Preamble” to its widely accepted Uzbek equivalent “Soʻz boshi”. Yet, the translation varied among the respondents, and they gave translations, though not common, yet acceptable, such as “Muqaddima” and “Tahrir”. Examples of wrong answers for the term “zoning” are: “chegarasi” and “qarashli yerlar” since they are semantically wrong.

The respondents’ translation of the first sentence in the preamble “Whereas... following” requires special attention, since this sentence is part of the text body; therefore I will now handle their translations above the word level, i.e. the words will not be dealt with as separate items, but they will be bound to the linguistic structure of the sentence. However, two common and correct translations of the conjunction “Whereas” were given by the translators: “Holbuki...quyidagicha:” and “Vaholanki...quyidagidek”, I prefer the first in the model translation. This asserts the fact that there is never only one correct translation, and that translation is always subject to modification and correction. On the other hand, some other respondents were happy to adopt the deletion strategy with this conjunction. This practice in a legal context is wrong, for more than one reason. If the translator

chooses to discard the conjunction, the sentence will be disconnected from the following paragraph, and will be effectively de-contextualized in the whole body of the contract. The second reason is that discarding this conjunction in the target text resulted in a stylistic problem.

The words “zone”, “area”, and “zoning” were referentially problematic to the respondents, especially “zone” and “zoning”. “zoning” on the other hand was translated by some respondents into “rayonlashtirish”, “huhudlashtirish”, “chagalarash” and these translations cannot be accepted although they may be in use in other legal systems. One respondent gave a slightly different translation of the term “zoning”, that is quite uncommon as an equivalent thereof, which is “Umumiy xaritasi”. This translation is actually wrong, because it is the translation of “General Plan”, and not of “zoning”.

The translations of the last sentence in item (3) contained a lot of problems on various levels. On the referential level, the phrase “the Second Party” and the verb “wants” posed a particular difficulty. Some respondents pluralized the “Second Party”: “Ikkinchi tomonlar”, and this is obviously wrong, while others could not preserve the consistency in their translation of the term, and the phrase would be translated into “Jamoat” instead of “Tomon”, and this, in addition to being a referential mistake (since it could indicate a new reference), is a common stylistic mistake.

Item 4: *The preamble shall be an integral part of this Contract, and shall be read there with as a one unit.*

As shown in Table 18, 12 respondents (60%) provided a correct translation and 11 (40%) provided wrong answers. This recurring block sentence in legal contracts is not difficult to translate, but the issue here is maybe how to reach a translation that is suitable in the legal context and congruent to the text type in the source text. Accordingly, the correct translations were almost the same, and the only difference found among them was related to the translation of the term “Preamble” that I discussed earlier. Examples of correct answers are:

“Preambula ushbu shartnomaning muhim qismi hisoblanadi va u bilan bitta birlik sifatida o‘qiladi.”
va “Muqaddima ushbu shartnomaning bir qismi hisoblanadi va u bilan bitta birlik sifatida o‘qiladi.”

The wrong translations of this item contained grammatical errors “...bitta birlik sifatida o‘qishadi” instead of “...bitta birlik sifatida o‘qiladi”. There was a completely unacceptable translation of this sentence by one of the respondents: “Preambulada ta’kidlanganidek uni bitta birlik sifatida o‘qish kerak.” and this translation is unintelligible if not read along the English original.

Item 5: *The parties have agreed that the price of the plot described above shall be the amount of (...).*

As shown in Table 18, 11 respondents (55%) provided a correct translation, only three (15%) provided an acceptable answer and six (30%) provided wrong answers.

Examples of correct answers are: “Tomonlar yuqorida tavsiflangan yer maydoni narxi ... miqdorda bo‘lishini kelishib oldi.” and “Ikki tomon ushbu yer narxi to‘g‘risida kelishib oldilar.” An example of wrong answers is: “Tomonlar yuqorida aytib o‘tilgan yerning narxi ... miqdorida bo‘lishini kelishib olishdi.” since is considered semantically and grammatically wrong.

Item 6: *The First Party undertakes that the aforementioned plot is void of mortgage, debt, liens, appropriations and all other in kind rights.*

As shown in Table 18, seven respondents (35%) provided a correct translation 80 and 13 (65%) provided wrong answers.

An example of correct answers is: “Birinci tomon yuqorida aytib o’tilgan yerning notarius qarzlarini olish, qarzidor taraf mulkini xatlash huquqini, nazoratni o’z qo’liga olish va boshqa barcha huquqlardan holi ekanligini o’z bo’yniga oladi.”

Examples of wrong answers are shown in Table 19 below:

№	Why	Sample of wrong translations of Item 6
1.	Referential error: “Huquqlar”, “har qanday mulk va kreditlar”. Grammatical error: Spelling errors Semantic error: None of these statements render the accurate meaning intended. Deletion/omission: The phrase “all other in kind” has been deleted/omitted in some of these translations. It should be translated into “boshqa barcha huquqlar”	“Birinci tomon yuqorida aytib o’tilgan yer uchastkasining garovga qo’yilgan qarzlaridan, mulk va boshqa huquqlardan xoli ekanligini o’z zimmasiga oladi.” “Birinci tomon yuqorida aytib o’tilgan yer uchastkasining har qanday ipoteka, qarzlarini olish, musodara qilish, egallab olish va boshqa turdagi huquqlarga ega emasligini tan oladi.” “Birinci tomon yuqorida aytib o’tilgan yerning ipoteka va kredit qarzlarini olish va boshqa barcha turdagi huquqlardan holi bi’lishini o’z zimmasiga oladi.”

Table 19 Sample of wrong translations of item 6 along with justifications thereto “The First Party undertakes that the aforementioned plot is void of mortgage, debt, liens, appropriations and all other in kind rights”

Item 7: *The First Party undertakes to present the ownership deeds and the engineering drawings necessary for the registration and the title transfer to the Department of Lands & Survey to which the aforementioned land is subject.*

As shown in Table 18, nine respondents (45%) provided a correct translation and 11 (55%) provided wrong answers.

An example of a correct answer is: “Birinci tomon ro’yxatdan o’tish uchun zarur bo’lgan mulkchilik aktlari va kadastr hujjatlarini taqdim etishga majburdir va mulk huquqini berish yuqorida qayd etilgan yer uchastkasiga qarashli yer registri bo’limida amalga oshiriladi.”

Some respondents failed to translate the term “ownership deeds” where they translated it into “mulk hujjatlari”, “mulk to’g’risidagi qonunchiliklar”, “biznesga egalik”. The same group of respondents translated the term “engineering drawings” wrongly into “muhandislik chizmalari”.

The word “subject” was incorrectly translated by some respondents into “yuqorida aytib o’tilgan yer mavzusiga murojaat qilib...” va “qaysiki yuqorida aytib o’tilgan yer mavzusi...”

Translators are generally required to keep themselves updated on any changes on such nouns, like official departments names since changing these names is uncommon. Additional examples of wrong answers are shown in Table 20 below:

№	Why	Sample of wrong translations of Item 7
1.	The respondents in the above examples clearly failed to determine the relationship between the “land” and the “Registration and Land Department”, because of the unfamiliarity of	“Birinci tomon mulk hujjatlari va rejalarini taqdim etishga majburdir. Yerga egalik huquqini ro’yxatdan o’tkazish uchun Yerni ro’yxatdan o’tkazish bo’limiga muhandislik chizmalarini taqdim etishga majburdir.”

	“aforementioned” and the use of “to which”.	“Birinchii guruh yuqorida qayd etilgan yer predmetiga nisbatan yer uchastkasida yerga egalik qilish huquqini ro'yxatdan o'tkazish va o'tkazish uchun zarur bo'lgan mulk hujjatlari va muhandislik chizmalarini topshirishni o'z zimmasiga oladi.”
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Table 20: Sample of wrong translations of item 7 along with justifications thereto “The First Party undertakes to present the ownership deeds and the engineering drawings necessary for the registration and the title transfer to the Department of Lands & Survey to which the aforementioned land is subject”

Lack of attention to such matters may result in having embarrassing mistakes for the translator, and even a legal liability, since he/she is required to perform the translation accurately for practical reasons. Accordingly, any inaccuracy in names and titles may render some contracts ineffective.

Item 8: *The Second Party shall examine the aforementioned plot, check its borders and landmarks and shall be deemed to have completely and legally satisfied himself as the condition thereof.*

As shown in Table 18, only two respondents (10%) provided a correct translation and 18 (90%) provided wrong answers.

An example of a correct answer is: “Ikkinchi tomon yuqorida ko'rsatilgan yer uchastkasini ko'rib chiqadi, uning chegaralari va diqqatga sazovor joylarini tekshiradi va ularning holati to'liq qonuniy ravishda qondirilgan deb hisoblanadi.”

The verb “check” in this clause is a key element, and its Uzbek equivalent is the verb “ko'rib chiqmoq”. The translation given by a good number of respondents was “tekshirmoq”, which is the literal, direct meaning of “check”. This is not to say that this choice can be discounted, and it could be used as one of the equivalents. Yet the common translation that is now generally accepted and gained currency in the Uzbek legal writing is the verb “ko'rib chiqmoq”. The respondents' choice of “tekshirmoq” may be attributed to their unfamiliarity with such texts in Uzbek, and this is of course evident in their limited specialized vocabulary in the legal field.

Borders and landmarks as two terms used in legal contracts pertinent to land and real estate are also key elements in this clause, and if the translator is not acquainted with them and with their Uzbek equivalents, he/she has to search for them in this particular context, or ask a practicing specialist in the field. The model translation provides “chegaralar” and “diqqatga sazovor joylar” for borders and landmarks respectively. Nevertheless, some respondents chose to disregard both of them and some only translated the word “borders” without translating the other word. The strategy of deletion in legal translation is not tolerated, due to the critical nature of the text, and important implications of each and every key word in legal writing (deletion is hardly acceptable in all fields of translation, and may only be used by established translators, most specifically in literary translation).

Item 9: *The parties have agreed that the payment of the price of the plot described above shall be as follows:*

As shown in Table 18, 15 respondents (75%) provided a correct translation and five (25%) provided wrong answers.

An example of correct answers is: “Tomonlar yuqorida bayon qilingan yer uchastkasining narxini to'lash quyidagicha bo'lishiga kelishib olishdi:”

Example of wrong answers are: “Guruhlar yuqorida aytib o’tilgan buyumning narxini quyidagicha to’lashga kelishib oldilar:”, “Tomonlar kelishilgan summani to’lash quyidagicha bo’lishga kelishib oldilar:” and “Ikki tomon kelishib olishdi:”

This statement, unlike the previous ones, is straightforward and contains no legal terms, but there were a number of respondents who failed to give a correct sentence in the target text. The difficulty for them stems from the word “parties” and the verb “have”. On a referential level, these respondents are not able yet to understand that the contract is bilateral, and not multi-lateral, and therefore they render the word “parties” into the Uzbek plural “Guruhlar”. The verb “have” was not dealt with as a helping verb, rather it was understood by some respondents as a main verb to mean “must” or “shall”

Item 10: *An amount of payment shall be payable upon signing the contract.*

As shown in Table 18, only 14 respondents (70%) provided a correct translation and six (30%) provided wrong answers.

An example of a correct answer is: “Shartnoma imzolanish vaqtida ... summa to’lanadi.”

An example of a wrong answer is: “Shartnoma imzolangandan so’ng summa miqdori”

This sentence was set in a separate item because it is significant in its legal effect. The adverb “upon” here is very important and critical and should be dealt with carefully. Most respondents translated this sentence in a satisfactory way, yet some of them involved vagueness and were incorrect. The verb “shall” here is also a key element, and some respondents failed to translate it according to the normal style in the legal writing in Uzbek, and even some respondents chose not to mention it altogether, as in the following example: “Shartnoma imzolangandan so’ng uning miqdori”

The translator here tried to keep this sentence connected with the one before, and that resulted in making it more complicated and vague, and omitting the verb “shall” which is indispensable in the legal text. Another respondent endeavored to be more communicative in his approach to the translation, so he/she opted to explicate the subject in the sentence: “Shartnoma imzolanganda ikkinchi tomon ... summa to’laydi.” The translation is sound on the stylistic level, but it has a grammatical and a referential mistake. The grammatical mistake is in the noun “summa”, since it is an object, and should be in the accusative form “summani” and not in the nominative form “summa”. This could be sometimes justified by haste and inaccuracy, but it is also attributed to the lack of competence in the target language.

Item 11: *The balance being shall be payable upon completing the transfer and the registration process at the Department of Lands and Survey. (The transfer of title of real estate is not valid unless upon its registration with the Department of Lands and Survey.)*

As shown in Table 18, only four respondents (20%) provided a correct translation and 16 (80%) provided wrong answers. An example of a correct answer is: “Qolgan mablag’ mulk huquqini topshirish bitimi va uni “Yerni ro’yxatga olish” bo’limi tomonidan ro’yxatdan o’tkazilgandan so’ng to’lanadi. (Ko’chmas mulk huquqini o’tkazish uning “Yerni ro’yxatdan o’tkazish” bo’limida ro’yxatdan o’tmaguncha qonuniy kuchga ega emas.)”

Examples of wrong answers are shown in Table 21 below:

№	Why	Sample of wrong translations of Item 11
1.	The respondents faced referential, grammatical, and terminological challenges.	“Kerakli summa va uning miqdori ... “Yerni ro’yxatga olish” bo’limida ro’yxatdan o’tkazish jarayonlari tugagandan so’ng to’lanadi.”

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	“ ... ga teng bo’lgan to’lanmagan mablag’ to’lovni o’tkazish jarayoni tugashi bilan yakunlanishi kerak. (Va yerni ko’chmas mulkni ro’yxatdan o’tkazish bo’limida ro’yxatdan o’tkazish kerak.)”
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Table 21: Sample of wrong translations of item 11 along with justifications thereto “*The balance being shall be payable upon completing the transfer and the registration process at the Department of Lands and Survey. (The transfer of title of real estate is not valid except upon its registration with the Department of Lands and Survey.)*”

Referential information and terminological accuracy are two recurring weaknesses in the respondent’s work. I have already discussed a lot of areas where these problems were evident in the translations provided by the translators, especially regarding formal names for people and organizations and governmental bodies, such as the Department of Lands and Survey, which was translated by almost all of the respondents to “Yerni ro’yxatga olish bo’limi” although it is actually translated “Yerlarni ro’yxatga olish va tekshirish bo’limi” (see item (11)).

On the terminological level, the term “title” was a key element in this item, and some respondents failed to specify the meaning of this word in this context. 60% of the respondents translated the term “title” into “sarlavha”, which is the semantic sense of the word that first comes to mind. This mistake is attributed to respondents’ lack of relevant terminological competence, and also the lack of appropriate training and resources, since it is obvious that the research abilities and the skill of using dictionaries and relevant terminologies and reference books, in addition to using the internet as a source of information. For instance, the term “title” could have been properly translated into its suitable Uzbek equivalent if this percentage of the respondents only looked the word up in a general monolingual dictionary, like the Merriam Webster’s (where ownership is the second sense of the word) or Longman Dictionary of Contemporary English. Furthermore, the use of any basic legal dictionary which will definitely define the word and give further information that may help the beginner translator and provide him/her with the relevant terminology. This item required a special stylistic skill, which is the ability to maintain coherence and cohesiveness, especially in relation to the article as a whole. Some respondents used pronouns, and some of them even used unreferenced pronouns, and this constitutes breaking a general rule in writing, and it is categorically unpermitted in legal writing because of the obscurity it creates. An example of this error is: “Siz ... summani to’laysiz, shundan so’ng bitim va ro’yxatdan o’tish jarayonlari tugaydi” The pronoun in the word “It’s over” had no reference, nor the slightest connection with the previous clause or even the previous article. This translation in real-life situations could be considered misleading and may jeopardize the translator and his/her clients.

The case in the word “miqdor” should be the genitive (“miqdorni”) not the accusative (“miqdorning”). The problem was clearly attributed to a serious incompetence in the target language, especially when the same respondent wrote: “... teng miqdorning to’lanishi”, where the addition of the adjective and insisting on the accusative case clearly show that the mistake is not attributed to inaccuracy in as much as it is a linguistic problem.

Item 12: *Breaching any obligation hereunder or article herein shall lead to the revocation of the contract, refund of all amounts paid, and damage compensation in the amount of (.....).*

As shown in Table 18, seven respondents (35%) provided a correct translation and 13 (65%) provided wrong answers. An example of a correct answer is: “Ushbu shartnomaning biron bir

majburiyatini yoki quyida biron bir moddasini buzish uning o'z kuchini yo'qotishiga va ... miqdorida to'langan mablag'larning qaytarilishiga va zararning qoplanishiga olib keladi."

Understandably, novice translators usually shun translating formal adverbs such as "hereunder" and "herein", and even their equivalents in the parallel Uzbek legal writing are not determined and have not yet standardized in the profession of legal translation. Nevertheless, some respondents resorted to omission of not only the adverb, but of the word before it. For example, three respondents only mentioned "majburiyat" and omitted the phrase "article herein". This is of course related to lack of experience, but it is also a critical issue since it resulted in omitting referential information in the contract, and the pragmatics of the text was not appreciated by these respondents who resorted to omission.

Examples of wrong answers are shown in Table 22 below:

No	Why	Sample of wrong translations of Item 12
1.	Weak structure. Semantically wrong	"Ushbu shartnomaning har qanday majburiyatini buzish uning bekor qilinishiga, to'langan pulning qaytarilishiga olib keladi. Tovon puli miqdori ... "
2.	Changing the meaning of the item totally.	"Siz ushbu shartnomaning bekor qilinishi, barcha to'langan summaning undirilishidan kelib chiqqan barcha majburiyatlarni o'rnini qoplashga majbursiz."
3.	Grammatically wrong.	"Har qanday majburiyatni yoki shartnomaning biron bir moddasini buzish shartnomani bekor qilishga va qaytarib olishga olib keladi."
4.	Missed information.	"To'langan barcha summalar va majburiyatlar uchun kompensatsiya miqdori ..."

Table 22: Sample of wrong translations of item 12 along with justifications thereto "Breaching any obligation hereunder or article herein shall lead to the revocation of the contract, refund of all amounts paid, and damage compensation in the amount of (.....)"

The term "revocation" was properly translated into its accepted Uzbek equivalence in the Uzbek legal writing, i.e. "o'z kuchini yo'qotish", although some respondents chose the more general Uzbek word "bekor qilinish" which is equivalent to "cancellation", and legally speaking, there is a subtle difference between the two. Lack of acquaintance and knowledge in the legal field, in the source language and the target language may be responsible for such mistakes, and here comes the importance of specialized intensive training for beginner translators.

Item 13: *This contract shall be subject to and interpreted in accordance with the laws of ...*

As shown in Table 18, six respondents (30%) provided a correct translation and 14 (70%) provided wrong answers. Examples of correct answers are: "Ushbu shartnoma ... qonunlariga muvofiq boshqariladi va talqin qilinadi." va "Bu shartnoma ... qonunlariga ko'ra boshqariladi va izohlanadi."

Examples of wrong answers are: "Ushbu shartnoma ... qonunlari bilan tartibga solinishi kerak.", "Shartnoma ... qonunlariga binoan aniq bo'lishi kerak." va "Ushbu shartnoma ... tomonidan chiqarilgan qonunlarga muvofiq tasvirlangan.", "Bu shartnoma ... qonunlariga muvofiq yoziladi va tushuntiriladi."

There was one instance of Googling in one of the respondents' translations. Although using the service of Google Translate can be sometimes useful in identifying a word or a phrase, it cannot by any means be tolerated if used to translate complete sentences and paragraphs. Resorting to basic

machine translation techniques, such as Google Translate is attributed, again, to lack of intensive training, which in turn is responsible for lack of rigor and professionalism among some novice translators.

Consistency is an issue to note in this item. The term “contract” is mentioned not for the first time of course, but the translation given to the term in this item differs from the one given in the beginning of the same legal text. Some respondents used the correct equivalent “shartnoma” in the beginning, yet they failed to preserve consistency later in the text, and used the word “kelishuv” as a translation for “contract” in this item, although there should be a clear distinction between the two, by the lay person, let alone the translator in the legal field. This lack in consistency is immediately linked to the lack of general knowledge in the English vocabulary and the inability to draw distinctions between related words in the same semantic field.

Item 14: *The court ofshall be the court of jurisdiction to settle any dispute that may arise between the parties hereto*

As shown in Table 18, five respondents (25%) provided a correct translation and 15 (75%) provided wrong answers. Examples of correct answers are: “... sudi shartnoma tomonlari o’rtasida yuzaga kelishi mumkin bo’lgan har qanday nizoni hal qilishda yurisdiksiya sudi bo’ladi.” and “Agar tomonlar o’rtasida biron bir nizo yuzaga kelsa, u sud organida ... sudida ko’riladi.”

Examples of wrong answers are: “Tomonlar o’rtasida yuzaga kelishi mumkin bo’lgan har qanday nizoni hal qilishda ... sudi javobgardir.” and “Shartnomani imzolash vaqtida tomonlar o’rtasida yuzaga kelishi mumkin bo’lgan har qanday nizolarni hal qilish uchun ... sudi bularga ixtisoslashga.”

Some respondents were unable to understand the intended meaning of jurisdiction in the source text, and they chose to use a word related to the judicial system, and this is unacceptable. The translator here should make sure to convey the meaning of “competent court” in the target text, and should use the word “yurisdiksiya”. What is more, some respondents failed to be stylistically relevant to the nature of the legal text.

It is clear that some respondents do not differentiate between “jurisdiction” and “judicial” and this is attributed to lack of knowledge in the legal terminology in the source language, and this resulted in a referential mistake, since “Sud tizimi” refers to “Judicial System”.

Item 15: *This contract consists of ten articles including this one, and is executed in duplicate, and each party shall maintain one.*

This contract is made on ... / ... / ...

For the First Party For the Second Party

Full name: ...

Signature: ...

First witness ... Second witness ...

As shown in Table 18, six respondents (30%) provided a correct translation and 14 (70%) provided wrong answers. This is also another example of the ready-made formulas that beginner translators should study and practice on before undertaking any translation of a legal contract. These formulas are habitually repeated, and there is usually an acceptable form that could be followed. The ability of beginner translators to locate such formulas and to carefully study them will be very helpful in the translation process. This will also make the task simpler, especially that some words and phrases will not be translated literally, but they will be adopted according to the acceptable norms of the source

language. Here, I focused on the first part of this item and the phrase “for the First/Second Party”. Examples of correct answers are: “Ushbu shartnoma shu bandni o’z ichiga olgan o’nta banddan iborat bo’lib, ikki nusxada tuzilgan va har bir tomon bir nusxada o’zida saqlaydi.” and “Ushbu shartnoma ushbu bandni o’z ichiga olgan o’nta banddan iborat va tomonlar bittadan uning nusxasini o’zida saqlaydi.”

Examples of wrong answers are: “Ushbu shartnoma o’nta moddani o’z ichiga oladi, shu jumladan har bir tomonga bir nusxasi beriladi.” and “Ushbu shartnoma o’nta bandni o’z ichiga oladi, shu jumladan ikkita nusxada tahrirlangan, har bir tomon uchun bittadan.”

As to the phrase “for the First Party”, it was wrongly translated by all respondents into “Birinchi tomon”, “Birinchi tomon uchun” while it should be translated into “Tomon/ Birinchi tomon nomidan”.

The phrase “and is executed in duplicate” is particularly interesting, since it was translated by a number of respondents literally without any consideration of the norms of legal writing in Uzbek. This is usually, as we have mentioned the result of lack of knowledge and acquaintance with parallel texts in the target language, and the absence of careful training in this area. “In duplicate” was translated by a number of respondents into “takroran” and by some into “takrorlash”. In addition to being incomprehensible in this context, the use of “qayta-qayta” or the other “takrorlash ruxsati bilan” indicated that these respondents were inattentive to the particularity of the legal text, and this allowed them to take liberty in their translations.

Additionally, issues such as lack of knowledge and training explain to us why most respondents failed to translate the last part of the contract correctly. The phrase “for the First Party” and “for the Second Party” were translated by the majority of the respondents simply into “birinchi tomon” and “ikkinchi tomon”, and disregarded the presence of the preposition “for”. This of course resulted in a major referential problem, since the source language refers to something completely different from that to which the target language refers.

As per results reported in Table 1 and 18, there are some challenges encountered by novice translators. I categorized these challenges into four broad types, namely: (i) semantic-related challenges (including mistranslations, comprehension-related errors, referential errors); (ii) style-related challenges (including misuse of capitalization, punctuation, formal and informal and usage of special modal verbs like “shall”); (iii) grammar-related challenges’ (including tenses and verb-subject agreement); (iv) research-related challenges such as googling (i.e. using Google Translation software haphazardly). Results related to challenges encountered by novice translators while translating legal texts from Uzbek into English and from English into Uzbek indicate that most of the novice translators failed to correctly translate this part in particular.

6. Results of interviewing novice translators and professors

Confirming results of the test, I interviewed three novice translators and two professors informally. The interviews were conducted in English. Novice translator, three females (22-28), with 1-2 years experience in translation. The professors who teach translation were two males. Novice translators were looking for jobs in a translation agency or office. On the other hand, the professors were teaching at the university. I asked them three questions.

Q1. What are the main challenges that novice translators might face when translating contracts and agreements?

Q2. What are the main reasons behind these challenges?

Q3. What suggestions do you recommend to address these challenges and promote translation quality for novice translators in contracts and agreements?

➤ **Summary of the results related to the first question in the interviews**

Q1. What are the main challenges that novice translators might face when translating contracts and agreements?

Three novice translators and the two professors in translation and literature were interviewed and asked three questions. The first question dealt with the challenges that they encountered while translating the two legal texts. Their answers are summarized as follows:

1. Unfamiliarity with some legal expressions was the main challenge;
2. Inability to find the equivalence in ordinary dictionaries and the need for more specialized dictionaries and resources (hard and soft copies);
3. Lack of basic knowledge of legal systems and terminology;
4. The ambiguity of some legal terms and phrases;
5. Uncertainty about which translation technique can be more appropriate to render the meaning accurately;
6. Profusion of sophisticated vocabularies;
7. Unfriendly design and layout of legal texts;
8. Using old English which is not normally used in modern Standard English.
9. The very fact that they do not understand certain legal terminology or expressions in their own language;
10. Lack of intensive legal-related courses;
11. Lack of knowledge in legal features and that might not help novice translators apply these features while translating a legal text.
12. Lexical and structural difficulties; Lexical: such as (preamble, appropriations and liens). Structural: one must pay high attention to target language in order to render the text in question correctly to the source language.
13. Lack of hands-on experience in finding an equivalent in the target language due to lack of specialized dictionaries for legal terms.
14. General weakness in standard Uzbek since the focus is largely made on learning English language rather the standard Uzbek language.
15. Some terms may not be familiar to novice translators in both languages; i.e. source language and target language.

The professors in translation and linguistics answered this question based on their experience. The first professor stated that the major challenge which novice translators face is the very long sentences which actually the prominent feature of legal style. This predilection for lengthy sentences both in English and Uzbek is due to the need to place all information on a particular topic in one complete unit in order to reduce the ambiguity that may arise if the conditions of a provision are placed in separate sentences. Here, novice translators encounter the challenge of how to properly separate these lengthy statements and render their meanings. The modal verb "shall" In ordinary English, "shall"

typically expresses the future tense, while in English legal language "shall" does not indicate futurity, but it is employed to express a command or obligation. Novice translator often fails in rendering this verb in a correct manner. Legal translation deals with texts written for highly qualified people whose prior knowledge of the specific meanings of the legal text becomes a prerequisite in dealing with these texts or handling them. A legal text is written to be interpreted by professional people who have an idea about the intricacies of the laws or the legislations or the contracts and agreements in question. A legal text is "NOT", as he stressed, expected to be handled by common people. Legal texts have their own jargon and terminologies which make it a difficult, risky and challenging task for a novice translator with limited experience. Legal translation is often more difficult than other types of technical translation because of the system-bound nature of legal terminology. Legal language has many words that have a legal meaning very different from their ordinary meanings which confuse novice translators.

The second expert mentioned that the main difficulty in translating a legal text is that it usually has a special complex layout and idiomatic expressions which should be memorized. He clarified that "novice translators often do not understand what they are translating since they lack the basic knowledge of legal systems and terminologies". Moreover, he indicated that the main challenges encountered by novice translators in translating legal texts are:

1. Some novice translators lack exposures to legal translation.
2. Many novice translators do not have a clear-cut understanding of what a contract or an agreement is.
3. In many cases, the weak legal background of novice translators, even in Uzbek, makes them unable to guess the equivalent context in the target language.
4. The nature of legal language, itself, should be considered. Often the structure preferred is complex-compound sentences which make a point expressed in ONE sentence that takes the space of ten lines.
5. The fact that laws and legislations vary from one country to another and therefore their interpretation differs from one culture to the other. Each legal system is situated within a complex social and political framework which responds to the history, uses and habits of a particular group. This complex framework is seldom identical from one country to another. This is an added dimension to the difficulty in the field.
6. Lack of background in the field that novice translators should have. Legal translation, if it is to be given properly, must be preceded by a general course entitled "The Language of Law and its Terminology". This is necessary because it exposes students to the type of this language before starting practicing translation.
7. Weakness of students in both languages Uzbek and English. The vast majority of our students don't know the legal terms even in Uzbek. So how can they translate into English what they don't know in their native language?
8. Many translation instructors are entirely unqualified to teach translation in general and legal translation in particular. He stated: "In some universities the courses of translation are assigned to some instructors who have shortage in their teaching load."

➤ **Summary of the results related to the second question in the interviews – What are the main reasons behind these challenges?**

The second question of this study is about the reasons behind the challenges that novice translators encounter when translating contracts and agreements. The answers of the three novice translators were as follows:

1. Lack of knowledge of how to overcome the issues of style and design of both languages;
2. Lack of legal awareness and lack of legal interaction;
3. Lack of knowledge of translation strategies and theories;
4. The need of effective researching skills to save effort and money;
5. Lack of courses that deal with legal language and law in general;
6. Lack of knowledge in legal texts;
7. Lack of skills needed in translating legal texts;
8. Lack of awareness of the importance of the context in translation.

The translation professors had their own point of view regarding the reasons that might stand behind the poor translations of some legal texts. For instance, the first professor mentioned that legal language expressions are more difficult than ordinary plain language since they are designed in highly complicated structures. He also shed light on the “illiteracy of novice translators” indicating that they do not read: “they should read, read and read!” He stated that novice translators’ knowledge in legal systems and laws is very poor. He summarized the main reasons behind these challenges as follows: Novice translators do not know where to go when they face certain legal jargon. They refer to their own experience to translate such terms or expressions leading to mistranslations or meaningless statements. Each legal system has got its own unique vocabulary. It is therefore a novice translator's job to search for terms that often do not fully correspond to the meaning of the word in the source language. Nevertheless, using the appropriate word depends a lot on the translator's technical knowledge. Legal translation is particularly difficult because framing of laws is dependent upon the local culture. The wordings have to be very accurate with no ambiguity. It does not only require linguistic skills but, even more importantly, knowledge of both legal systems involved: the legal system related to the original language as well as the legal system related to the target language. He concluded that challenges basically emanate from the fact that there often exist no target equivalents for legal terms or concepts in the source text. For example, legal institutions, judicial systems, and courtroom procedures often vary considerably from one country to another.

The second professor stated that some of the main reasons behind these challenges encountered by novice translators can be summarized as follows:

- ✓ Legal translation, if it is to be given properly, must be preceded by a general course entitled "The Language of Law and its Terminology". This is necessary because it exposes students to the type of this language before starting practicing translation.
 - ✓ Novice translators who do not have a legal education and experience might be able to make an acceptable translation of a legal text, at least in some instances. However, if they are to render an acceptable legal translation in all cases, such translators need to have knowledge of both legal systems involved. Novice translator, he added, might face challenges related to the specific legal features and characteristics.
- **Summary of the results related to the third question in the interviews - What suggestions do you recommend to address these challenges?**

The aim of this section is to pinpoint some solutions and suggestions to avoid the major challenges in translating legal texts. The three novice translators provided some suggestions as follows: Universities and translation services should:

1. Provide novice translators with the basic legal knowledge in their teaching program;
2. Pay more attention to legal translation in general in their teaching program;
3. Establish a special club in the university for legal translation issues and events;
4. Provide students with the basics of technical translation in general and legal translation in particular;
5. Coordinate with lawyers and legal officers to conduct live real seminars or courses on legal systems and styles;
6. Increase the number of courses that deals with translation in general and legal translation in particular.

On the other hand, the two professors provided the following inputs according their own experiences. The first professor stated that the legal field is a highly technical and difficult one. It tackles different types of works which require both legal expertise and complete mastery of two or more languages in order to strike a balance between accuracy. He added that it is obvious that the care, training and experience required to produce a legal translation and solve the problems mentioned above make it essential for a novice translator to carry out the translation. He recommended that a novice translator, specifically, beware of general legal terms and concepts. He stressed that a novice translator must also be a well-versed general technical translator, as the documents he or she is presented with often also pertain to a technical subject matter (e.g. patent litigations, court expert reports, agreements or contracts). He added that translators must be able to use legal language effectively to express legal concepts in order to achieve the desired effect and they must be familiar with the conventional rules and styles of legal texts in every field of the individual legal systems. He stated that a novice translator should have the least basic knowledge in three key areas. The first area is the comparative law. This requires having a basic knowledge of the legal systems of both the source and target languages. Specific legal expressions and terminology are the second area. This requires one to be familiar with the specific terminology of the particular legal field(s) dealt with in the source and the target text. The third area is the legal writing style. This requires one to be competent in the specific legal writing style of the target language. Finally, he noticed that conducting specialized courses in legal translation by well-qualified instructors during the teaching program is essential with respect to enhance the students' performance.

Concerning the third question, the second professor provided the following inputs:

- ✓ Only well-qualified instructors must be assigned to teach translation in general and legal translation in particular.
- ✓ More courses must be given to enhance the language standard of the students in the translation major.
- ✓ Translation clubs must be established in universities to help students increase their basic background in legal translation.
- ✓ Participating in translation competitions. Universities should encourage and must be generous with students in allocating budgets for these competitions.

- ✓ A graduation project for translation students must be assigned with a very high quality of seriousness not as what takes place now in a variety of universities.
- ✓ Much emphasis should be laid on stressing not only the need to highlight terminologies but also the extra care that should be laid in using them. Any slight mistake will have adverse consequences. Much attention should also be laid on understating thoroughly the legal text before attempting the process of translating it.

To sum up, the data obtained by means of test and interviews indicated that novice translators encountered many challenges while translating legal texts such as failing to correctly render many items from Uzbek into English. Literal translation along with grammatical errors resulted in poor performance by the respondents in the test. Novice translator and professors elaborated on the reasons behind these challenges and through their answers it was clear that unfamiliarity with legal systems and lack of basic knowledge in the legal translation field are major reasons for poor translation of legal texts. It was also concluded that novice translators have no or a very little on-hands experience in the field. It was clear that students' performance in translating legal texts is very poor as reflected in their low scores on the legal test, especially in Part I (Uzbek – English). The interviews confirmed these results as novice translators agreed that they lack the basic knowledge in the legal translation field. Novice translator also agreed with suggested solutions for such challenges.

Appendix 1

Translation test (1)

Part I: 15 items from Uzbek – English

Dear Participants: My full name is Askarova Gulrukhbonu. I am a graduate student in UzSWLU, Master degree. My major is Linguistics: English Language. I am doing my MA dissertation titled “Functional and pragmatic adequacy in translation (on the material of foreign Trade correspondence)”. This test will be solely for conducting my MA work and you are kindly requested to translate the following items (expressions, sentences, paragraphs). Your participation is highly appreciated.

P.S (1): You may use any external resource such as dictionaries and internet.

P.S (2): Please note that the numbers (1-15) between brackets are for correcting and marking the test purposes only.

Translate the following into English:

Ko'chmas mulk ishonchnomasi (1)

Men (Ism, sharifi), quyidagi ishonchnomani imzolovchi shaxs (Ism, sharifi) ni mening nomimdan ish ko'rishga va yer uchastkasi (belgilangan raqami va nomi) ni o'zi hohlagan shaxs yerlariga fond birjasi orqali va munosib ko'rilgan narxda qo'shib berishga vakolat beraman. (2)

Men unga aksiyalarimni to'liq yoki qisman sotish, hadya qilish, garovga qo'yish, bekor etish, ajratish va almashtirishga, ularni birlashtirishga va unin zarur deb bilgan boshqa narsalar bilan birlashtirishga vakolat beraman. (3)

Va men unga rejalar va maxsus ro'yxatga olish hujjatlarini qabul qilish huquqini beraman. (4)

Men unga hujjatlarni nazorat qilish, muzokaralar olib borish, boshqarish va ijaraga olishga ham, (5) binolar qurish, ular uchun litsenziyalarni olish, ularni rivojlantirish, har hil turdagi suv quduqlarini qazish (6)

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ipoteka qarzini olish va taqsimlash maqsadida notariusda ishonchnoma va garovlarini imzolash huquqini beraman. (7)

U Notarius xabarnomalarini taqdim etish huquqiga ega bo'lib, (8)

har qanday sud ishlarini boshlash va uchinchi tomonga sudda mening vakilim bo'lish huquqini beradi. (9)

Shu bilan bir qatorda u yer va uchastka bo'limlariga bo'g'liq barcha kerakli hujjatlarni imzolash huquqiga... (ega bo'ladi) (10)

Va men ko'chmas mulk ishonchnomasidagi barcha rasmiy va norasmiy idoralar qarshisida to'liq to'lovni olgan holda... (bu hujjatni tasdiqlayman) (11)

Guvoh..., mijoz... (12)

Hijriy bir ming to'rt yuzinchi yil, ...kun, ...oy, Milodiy ikki ming yigirma birinchi yil, ...kun, ...oyda... (13)

Men davlat Notarius hodimidan, ushbu hujjatni yuqoridagi (ikki) guvohlar tomonidan qonuniy ma'qullangandan so'ng tasdiqlashim so'raldi. (14)

Men notarius yig'ilishini o'tkazdim, u yerda hujjatni o'qib chiqdim, u hujjat tarkibini men va guvohlar ishtirokida tan olib imzolaganidan so'ng men uning asosligini tasdiqladim (Davlat Notariusi). (15)

Appendix 2

Semi-structured interview questions - for novice translators

Dear participants, Please answer the following three questions:

1. In your opinion, what are the main challenges that novice translators might face when translating contracts and agreements?
2. What are the main reasons behind these challenges?
3. What suggestions do you recommend to address these challenges and promote translation quality for novice translators in contracts and agreements?

Appendix 3

Semi-structured interview questions – for experts

Dear professor,

Please answer the following three questions:

1. In your capacity as an expert in legal translation field, what are the main challenges that novice translators might face when translating contracts and agreements?
2. In your opinion, what are the main reasons behind these challenges?
3. What suggestions do you recommend to address these challenges and promote translation quality for novice translators in contracts and agreements?

Appendix 4

Panel of experts and validation committee

Place of work	Specialization	Rank	Name
Interviewed experts			

Appendix 5

The validation letter

Dear professors/professional translators,

Based on your experience and know-how in the field of translation, I would like to ask for your assistance in determining the suitability of the legal texts that are used for examining the translators' ability in translating contracts and agreements. Results of these two legal tests will be used in collecting data for my M.A dissertation titled (Functional and pragmatic adequacy in translation (on the material of foreign Trade correspondence)). The instrument is a translation test that consists of two legal texts; a contract and an agreement that consists of 30 items (15 items each) which novice translators will be asked to translate. The contract will be translated from English into Uzbek and the agreement will be translated from Uzbek into English. In order to answer the questions of the study, the participants will be asked to translate the whole documents (i.e. translating these texts in their contexts). Your time, assistance and cooperation in commenting on the following are highly appreciated:

1. Do the statements cover an efficient amount of legal expressions and statements relevant to contracts and agreements?
2. According to your experience, will this test help showing the challenges encountered by novice translators when translating legal expressions or statements?
3. Please feel free to make any further suggestions or comments.

Appendix 6

(1) Land Sale Contract

(2) First Party: Address:

National no:

Second Party: Address:

National no:

(3) Preamble

Whereas the First Party owns the plot No. (...), (...) zone, the City of ..., (area ... Square meter), of ... zoning; and

Whereas the Second Party is desirous to purchase the plot of land described above, the parties hereto have agreed to the following:

- (4) The preamble shall be an integral part of this Contract, and shall be read therewith as a one unit.
- (5) The parties have agreed that the price of the plot described above shall be the amount of (...).
- (6) The First Party undertakes that the plot described above is void of mortgage, debt, liens, appropriations and all other in-kind rights.
- (7) The First Party shall present the ownership deeds and the engineering drawings required for the registration and the transfer of title to the competent Registration and Lands Department.
- (8) The Second Party shall examine the plot described above, its borders and landmarks and shall be deemed to have completely and legally satisfied himself as to the condition thereof.
- (9) The parties have agreed that the payment of the price of the plot described above shall be as follows:
- (10) An amount of payment ... shall be payable upon signing the contract.
- (11) The balance being ... shall be payable upon completing the transfer and the registration process at the Registration and Lands Department. (The transfer of title of real estate is not valid except upon its registration with a Registration and Lands Department.)
- (12) Breaching any obligation hereunder or article herein shall lead to the revocation of the contract, refund of all amounts paid, and damage compensation in the amount of (...).
- (13) This contract shall be subject to and interpreted in accordance with the laws of
- (14) The court of ... shall be the court of jurisdiction to settle any dispute that may arise between the parties hereto.
- (15) This contract consists of ten articles including this one, and is executed in duplicate, and each party shall maintain one.

This contract is made on ... / ... / ...

For the First Party For the Second Party

Full name:

Signature: First witness... Second witness...

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