

Reference to a Parallel Target Concept as a Form of Adaptation in the French Translation of Moroccan Legal Texts

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Published on: 9 Sept. 2024



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Abstract

This research paper deals with reference to a parallel target concept as a form of adaptation in the French translation of select Moroccan legal texts. In this particular form of adaptation, Moroccan legal concepts are assigned equivalents within the French legal system, with the caveat that these equivalents, while officially recognized within the French legal system, may not always mirror the exact features of their Moroccan counterparts.

The study critically examines this type of adaptation that comes into play during the translation of these texts and assesses the degree to which it results in semantically equivalent

concepts as compared to the original legal concepts in the Moroccan source texts. Our analysis is primarily based on a consistent dataset drawn from Moroccan Real Rights Law and Family Law. We approach this investigation through the lens of the Skopos Theory, as articulated by Vermeer and Reiss (1984/2013) and Vermeer (1989).

This paper operates on the premise that legal translation is a unique and complex process that encompasses not only linguistic transfer between two languages but also entails a transfer between two distinct legal systems that may have profoundly different historical, cultural, and jurisprudential backgrounds. This

inherent complexity of legal texts often necessitates the use of adaptation as a translation technique aimed at establishing dynamic equivalence between source and target texts. By scrutinizing instances of reference to a parallel target concept in the French translation of Moroccan legal texts, this research paper contributes valuable insights into the pursuit of effective cross-cultural communication within the legal domain, especially in the Moroccan-French context.

Keywords: Adaptation, legal translation, legal concepts, equivalence, Moroccan legal texts, the Moroccan legal system, the French legal system, Skopos Theory.

* **Introduction**

Legal translation has been defined by Cao (2010, p. 78) as “a type of specialist or technical translation, a kind of translational activity involving special language use, that is, language for legal purpose (LLP)”. To gain a deeper understanding of legal translation, it is important to first consider translation in a broader context. Ideally, irrespective of the type of text being translated, the translation process should adhere to three critical dimensions outlined by Tytler in his *Essay on the Principles of Translation* (1978, p. 16):-

1- **Fidelity to Ideas:** The translation should provide a comprehensive representation of the original work's ideas.

2- **Matching Style:** The style and manner of writing in the translation should closely resemble that of the original text.

3- **Ease of Composition:** The translation should read with the same fluency and clarity as if it were originally composed in the target language.

This framework applies to legal translation as well, with some exceptions regarding style and form. In legal translation, these aspects must be tailored to conform to the regulations and customs of the target legal system instead of strictly adhering to the source text. Moreover, in addition to Tytler's criteria, Dall'Omo (2012, p. 44) introduces a fourth element, particularly significant in the realm of legal translation: the purpose or intended outcome.

Given the challenge of faithfully capturing all aspects of the source text—meaning, form, and purpose—it's widely accepted that meaning should take precedence (Nida, 1985, p. 119). However, this raises a pertinent question: what about translations of poetic texts that prioritize meaning alone? Could this

potentially sacrifice the poetic essence of the original? Meaning is not always conveyed solely through semantics but also through form and style. Hence, the text's function guides which additional aspects should be considered (Dall'Omo 2012: 60).

For instance, while literary works express emotions and sentiments, legal texts primarily serve a normative function. However, the same legal text may have different functions for different audiences, leading to varied translations based on intended communicative purposes.

Therefore, a legal translator needs to grasp not only the meaning of the text but also its intended impact. The translator should aim to produce a translation that not only conveys meaning but also achieves intended effects in practice (Sarcevic, 2000, p. 5). Anticipating how the text will be used and interpreted by legal professionals is vital in producing a translation that aligns in meaning, effects, ultimately aligning with the legislator's intent. Sarcevic (1997, p. 73) distinguishes between macro and micro intent, with the former representing the general communicative function of the text and the latter denoting the specific purpose of the particular text—the

author's specific objectives. Regardless of the specifics, the overarching aim is to ensure judges interpret the translation uniformly, leading to consistent application.

This complexity elevates the role of a legal translator beyond a simple translation task, demanding a profound understanding of legal principles to avoid altering the meaning and legal impact of the translated text. This is why the debate of whether a legal translator should be a linguist or a lawyer exists – a discussion rarely seen in other specialized translations like medical texts.

While both legal translation and other technical translations deal with intricate subject matter, the key difference lies in the nature of the terminology. Scientific terms are often unambiguous and universally understood, making translation straightforward. Legal terms, however, are influenced by culture, can mimic ordinary words with different meanings, and their meaning can vary by context.

This is where adaptation enters the picture to offer solutions to these translation difficulties related to the divergence of legal systems. It is a flexible translation technique that focuses on finding functionally equivalent terms and expressions

within the target legal system. In other words, adaptation is used in legal translation with the initial intention to produce a target text with “exactly the same effects of the source text or at least, in the case of legal translation for informative purposes, bearing the same meaning” (Dall’Omo, 2012, p. 9). This means that when the translation of a particular legal text is meant to be authenticated, the ideal equivalent may not always be the term or expression that is semantically equivalent to the source term or expression but rather one that leads to equivalent legal effect in the recipient community's legal system.

Legal translation involves various types of adaptation, and this research paper specifically examines a lexico-semantic type of adaptation that can be referred to as “reference to a parallel target concept”. Within this particular adaptation type, source legal concepts are matched with equivalents officially recognized in the target legal system, rather than being coined by the translator or paraphrased.

The present study draws on the Skopos Theory, as a functionalist approach to translation, to investigate the previously mentioned type of adaptation in the French translation of the Moroccan Family Law, the

Real Rights Law, and the Law of Obligations and Contracts. In particular, the study seeks to investigate whether or not cases of adaptation where reference is made to a parallel concept established in the target legal system has achieved its skopos (aim) and indeed resulted in the formulation of equal concepts. The study will also try to determine the extent to which these target concepts are semantically and functionally equivalent to the original ones.

Two main factors drive the interest in studying adaptation in the translation of Moroccan legal discourse: the long and well-established tradition of Arabic-French translation of legal texts in Morocco and, paradoxically, the lack of comprehensive studies and evaluation of this notable practice (cf. El Amari, 2001; Alsulaiman, 2013; Bououd, 2013; Boudlal & El Amari, 2016; El Amari & Marouane, 2018; El-Ghazi & Bnini, 2019; Boudlal, Marouane, & Ramdani, 2020, among others).

The remaining sections of this research paper are organized as follows: section 1 provides an overview of the concept of adaptation in translation studies in general and legal translation studies in particular. Section 2 introduces the theoretical

framework of the study, and section 3 analyzes instances of “reference to a parallel target concept” in the French translations of specific Moroccan legal texts written in Arabic.

*** Adaptation in Legal Translation**

A thorough examination of existing literature on translation reveals two primary interpretations of adaptation, each offering distinct viewpoints. The first perspective sees it as distinct from translation altogether. Here, translation stays very close to the original text, striving to convey its meaning as directly as possible. Adaptation, on the other hand, allows for greater freedom. It can deviate significantly from the source material, creating a new work that still retains some connection to the original. Baker and Saldanha (2009, p. 3) describe this type of adaptation as a series of changes that result in a text no longer considered a pure translation but still recognized as stemming from another work. This broader category encompasses various techniques like appropriation, domestication, and rewriting. However, there's no clear line separating where translation ends and adaptation begins. Generally, adaptation in this context is employed to cater to the cultural and sociolinguistic requirements of a new and diverse audience. Its examination

has primarily focused on drama translation, advertising and audiovisual translation, the translation of children's literature and that of didactic works on languages (Brisset, 1986; Puurtinen, 1995).

The other perspective sees adaptation as a translation strategy used to overcome the problem of equivalence, rather than a procedure of text transfer separate from translation. The best-known definition that has been given to adaptation in this sense is that of Vinay and Darbelnet (1958, p. 53), who list adaptation as their seventh translation strategy:-

Adaptation is a strategy that can be used whenever the situation referred to in the source text does not exist in the target culture, or does not have the same relevance or connotations it has in the source culture, thereby necessitating the replacement of source text elements by target language items which in some way serve the same function. For example, a reference to cricket as a popular sport in England could be replaced in a French translation by a reference to the Tour de France.

According to Baker and Saldanha (2009, p. 4), adaptation may take the form of:-

1- Transcription of the original:
word-for-word reproduction of part

of the text in the original language, usually accompanied by a literal translation.

2- Omission: the elimination or implication of part of the text

3- Expansion: the addition or EXPLICITATION of source information, either in the main body or in a foreword, footnotes or a glossary

4- Exoticism: the substitution of stretches of slang, dialect, nonsense words, etc. in the original text by rough equivalents in the target language (sometimes marked by italics or underlining)

5- Updating: the replacement of outdated or obscure information by modern equivalents

6- Situational or cultural adequacy: the recreation of a context that is more familiar or culturally appropriate from the target reader's perspective than the one used in the original

7- Creation: a more global replacement of the original text with a text that preserves only the essential message/ ideas/ functions of the original.

Adaptation then serves as a translation technique employed to navigate challenges arising from cultural disparities. It does so by creating an "equivalence of situation", essentially finding a

familiar scenario in the target culture. This "domestication" approach makes the text more comprehensible for the target audience, but it can also lead to inaccuracies and a lack of exposure to new cultures. In the translation of authoritative texts such as legal documents, these challenges become even more pronounced, for adaptation here may lead to an alteration in the law itself.

In the realm of legal translation, the perfect equivalent is not always a word with the same exact meaning; it can be one that serves the same legal function and leads to the same legal effect within the target legal system (Boudlal, Marouane, & Ramdani, 2020, p. 96). The success of adaptation in legal contexts largely depends on the translation's goal. If the goal is to create a legally binding document with the same effects as the original (authentication), adaptation to the target legal system becomes crucial. However, for purely informational legal translations, especially between very different legal cultures, adaptation can lead to inaccurate legal equivalents. A pertinent example is the term الزكاة (zakat), often rendered into English as "charity" or "alms-giving". However, الزكاة (zakat) encompasses specific meanings precisely defined within

Islamic law, not fully encapsulated by “charity” and “alms-giving” as translations. For instance, while الزكاة (zakat) is obligatory, charity is not; instead, the term صدقة (sadaqa) aligns more closely with the concept of charity and alms-giving. This illustrates why adaptation is one of the least utilized techniques in legal translation, as demonstrated by Ghazi and Bnini (2019).

Boudlal, Marouane and Ramdani (2020) identify two main types of adaptation frequently used in legal translation in particular:-

- 1- Reference to a parallel target concept.
- 2- Paraphrase/ semantic modeling.

In the context of our study, “adaptation” refers to the set of translation techniques designed to play the role of a “legal functional equivalent” which Sarcevic (1997, p. 263) defines as “a term designating a concept or institution of the target legal system having the same function as a particular concept or institution of the source legal system” in case of the absence of such an identical legal functional equivalent. Such is often the case when the languages in question originate from distinct cultural backgrounds and legal systems.

* Theoretical Framework

During the 1970s and 1980s, translation analysis shifted its focus from linguistic typologies of translation shifts to embrace a new functionalist and communicative approach. In general terms, the functionalist approach to translation emphasizes that the function (skopos) of the target text should be the primary factor determining translation decisions. This research paper approaches adaptation in the French translation of the selected Moroccan legal texts from a functionalist perspective, with Reiss and Vermeer’s Skopos Theory as the main functional employed for this purpose.

Skopos, a Greek term signifying aim or purpose, was initially introduced to translation theory by Hans J. Vermeer in the 1970s. According to Munday (2012), the foundational work on this theory is *Groundwork for a General Theory of Translation*, co-authored by Vermeer and Reiss. Under this theory, the Skopos or the function that the translation is meant to fulfill in the target context is the primary principal that should guide the entire translation process. Vermeer (1989, p. 20, as translated by Nord, 1997, p. 29) elucidates the Skopos Rule as follows:-

Each text is produced for a given purpose and should serve this purpose. The Skopos rule thus reads as follows; translate/ interpret/ speak/ write in a way that enables your text/ translation to function in the situation in which it is used and with people who want to use it and precisely in the way they want it to function.

In essence, the production of a target text adheres to the principle of “the end justifies the means”. As such, considerations of equivalence and fidelity gave way to the concept of “adequacy”. An “adequate” translation is one that effectively serves its intended purpose. Moreover, a single translational act may align with multiple Skopoi, and a single text may undergo varied translations based on different Skopoi. Cheung (2011, p. 139) states that “the purpose of a translation is dependent on the expectations, requirements or norms of the target culture, which may be considerably different from other cultures who may have received their own translation of a given source text”.

Besides the Skopos Rule, the assessment of a translation's functional adequacy also relies on two other principles: the coherence rule and the fidelity rule. The coherence rule states that the target text “must be interpretable as

coherent with the target text receiver's situation” (Reiss & Vermeer, 1984, p. 113). In simpler terms, the translation needs to be clear and relevant to the circumstances, knowledge, and goals of those receiving it. The fidelity rule, on the other hand, states that there must be coherence between the *translatum* and the source text or, more specifically, between (1) the information extracted by the translator from the source text; (2) the interpretation of this information by the translator; and (3) the information conveyed to the target audience.

The Skopos theory places the translator at the center of the translation process, assigning them the responsibility of identifying the Skopos or Skopoi of the specific translation task. Based on this determination, the translator selects appropriate translation strategies, which may range from free and faithful to dynamic and formal equivalence. This distinction marks the contrast between the Skopos theory and polarized equivalence theories. While equivalence theories prescribe “the form and style at the outset of a translation activity” (Cheung, 2011, p. 139), the Skopos theory doesn't advocate for a predetermined style for the target text. Instead, it acknowledges that the

style must be determined individually for each particular text.

While the Skopos is typically determined by factors primarily linked to the target context, such as the function(s) of the target text, its intended audience, and the circumstances of its reception, there are instances where it can also be influenced by the function of the source text, particularly evident in legal texts. Advocates of the Skopos theory assert its applicability to the translation of all text genres, with Vermeer (1986, p. 34) explicitly endorsing its relevance to legal translation.

Vermeer's claim that his theory can be applied to all text types has been criticized by a number of scholars such as Sarcevic (1997, pp. 18 – 19), Madsen (1997, pp. 17 – 26), and Nord (1997, pp. 109 – 122). Given that the Skopos Theory posits that the meaning of a text depends on its cultural context and communicative situation, it is understandable that special purpose translation theorists questioned its suitability for specialized texts. Needless to say, this skepticism arises because specialized texts often contain factual information with universal points of reference that are independent of cultural context, suggesting that no shift in

communicative function occurs during translation. However, while this observation holds true for the exact sciences, it does not necessarily apply to the humanities and social sciences, including law (Wilss, 1992, p. 129). Consequently, the Skopos Theory can offer a relevant framework for legal translation.

For a translation to be functionally adequate, Vermeer recommends that the commissioner of the translation and the translator agree on the purpose of the translation, which would determine the appropriate translation strategy. The more divergent the purpose of the translation is from that of the original text, the greater the freedom the translator would enjoy as far as the method of translation is concerned. This implies that, to use Dall'Omo's words, "the major concern for the translator is (...) the target text, giving to the source text a new found role, more similar to guidelines than a Bible to follow thoroughly" (2012: 46). By saying so, we are also assuming that literal translation does not present the suitable method for legal translation, since it fails to take account of its non-linguistic aspects, namely the legal and cultural considerations.

So, what is the main function of a legal text? According to Reiss

and Vermeer (1984/ 2003), the function (Skopos) a legal translation has to fulfill is to inform the target reader about the content of the law. A legal text falls under the category of informative texts among the three text typologies proposed by Reiss (1977/ 1989) (the other two being expressive and operative text types). The primary characteristics of an informative text are summarized by Reiss (1977, in Chesterman (ed), 1989: 108- 109) as follows: “Plain communication of facts: information, knowledge, opinions, etc. The language dimension used to transmit the information is logical or referential, the content or ‘topic’ is the main focus of communication”. A legal text is classified as informative because it “does not intend to convince, to persuade or to appeal to the recipients to obey the law, rather, they are informed of the content of the law” (Reiss and Vermeer 1984: 158). The translation of informative texts “should transmit the full referential or conceptual content of the source text (...) (it) should be in ‘plain prose’, without redundancy and with the use of explicitation when required. The semantic equivalence is most important for translating informative texts” (Reiss (1977/ 1989: 108- 109). However, we argue that whereas legal texts are to some

extent informative/ descriptive (especially scholarly works and texts concerning legal doctrine in general), they have a primarily normative/ prescriptive function, as they establish rules aiming to produce a legal effect.

We do agree, then, that the functionalist approach is the approach that seems to be the more suitable to legal translation. In order to produce a functionally adequate translation, the translator should clearly determine the function of the translated text: would it be an authenticated translation, i. e, vested with the law force, or would it be a non-authoritative translation that is meant only to serve as a source of information? Proper translational techniques are then selected accordingly. In the first case, the translation can be deemed functionally adequate only if it is legally equivalent, i. e, if it is interpreted and applied by the courts in the same way as the original text, and thus produces the same legal effects. In the second case, which is the case of the translated texts constituting the corpus of this study, we can say that the translation has achieved the informative purpose for which it was intended if it effectively carries over the adequate meanings of

the original legal concepts to the target readership.

* Cases of Adaptation through Reference to a Parallel Target Concept

In what follows we look at cases of adaptation where reference is made to a parallel target concept known in the target legal system or culture. The data we will consider are drawn from the Real Rights Law and the Family Law. A thorough analysis of the Family Law is undertaken in El Amari (2001).

Example 1 Taken from the Real Rights Law (Article 105)

Source Text	Target Text	English Translation
العمري حق عيني قوامه تملك منفعة عقار بغير عوض يقرر طول حياة المعطي له أو المعطى أو لمدة معلومة.	Le droit viager est un droit réel qui consiste à conférer, sans contrepartie, la jouissance d'un immeuble durant toute la vie de l'attributaire ou du donneur ou pendant une durée déterminée.	Viager right is a real right that consists of granting, without compensation, the enjoyment of a property for the entire life of the beneficiary or the grantor or for a specified duration.

العمري "umra" is linguistically defined in Lisan Al-Arab as follows :

"العمري ما يجعله للرجل طول عمرك أو عمره. وقال ثعلب: العمري أن يدفع الرجل إلى أخيه دارا فيقول هذه لك عمرك أو عمري، أيأنا مات دفعت الدار إلى أهله"¹.

[Translation: 'Umra is what you give to a man for the duration of your life or his life. Tha'lab said: 'Umra is when a man gives a house to his brother and says, "This is for you for your life or my life, whichever of us dies, the house will be given to his family"'].

The technical definition of العمري does not differ much from the linguistic definition. Ibn Arafah, a Maliki scholar, defined العمري as: "The ownership of the usufruct of the life of the giver without consideration".

العمري is one of the contracts of donation. A donation contract is a contract in which the contracting party does not take anything in return for what they have given, nor does the other contracting party give anything in return for what they have taken. Donation can be made in the form of ownership, in which case it transfers ownership from the donor to the donee, as in the case of a gift contract. Donation can also be made in the form of usufruct, and this is العمري. العمري is a topic of Islamic jurisprudence in general, and of Maliki jurisprudence in particular.

العمري is concluded by offer and acceptance (الإيجاب والقبول). It applies to both built and unbuilt real estate, including agricultural and other lands, as well as various movable items and tools used for agricultural, industrial, and artisanal purposes. Additionally, العمري extends to include animals, jewelry, and clothing, with the exception of food as it is consumed and cannot be

¹ Lisan Al-Arab, vol. 4, p. 603.

returned. According to Al-Kashbor (2017, p. 285), “some associate the ‘Umra right with continuous residence throughout the donee’s lifetime, as living in the property is the most significant manifestation of the ‘Umra right in all respects”. The Moroccan Real Rights Law regulates العمرى as a real property right in Articles 105 and beyond, and does not go beyond this due to its nature as a property law.

العمرى is established for a specified period or for the life of the donee or the donor. The donee must use the property that is the subject of the right by residing in it himself or taking its fruits. This right may not be transferred except to the donor or his heir.

In contrast, the “viager” or “contrat de rente viagère” under French Law is a contract between two parties, the “crédirentier” and the “débirentier”. The “crédirentier” sells a property to the “débirentier” in exchange for a monthly or quarterly rent payment until the crédirentier's death. There are two types of viagers: “viager libre” and “viager occupé”. In a “viager libre”, the “débirentier” has the right to live in the property until their death. In a “viager occupé”, the “crédirentier” retains the usufruct of the property, meaning they can continue to live in it or rent it out. The

price of a “viager” is usually made up of a lump sum payment (“bouquet”) and a monthly or quarterly rent payment. The contract may also include an indexation clause to protect against inflation.

There are a number of less common “viager” arrangements, such as viagers without a rent payment or a “bouquet”, or viagers with a clause that increases the rent if the property is vacated early.

If the “débirentier” dies before the “crédirentier”, their heirs are still liable for the rent payments. If the “débirentier” goes into receivership, the seller can only claim their debt in the receivership proceedings. To protect the seller, a first-rank mortgage should be taken out on the property at the time of the sale. The seller can also use the seller's privilege and the right to rescind the sale.

The translation of العمرى as “viager” in French exemplifies an adaptation through reference to a parallel target concept, necessitated by the absence of a direct equivalent in the French legal system. While العمرى is rooted in Islamic Law and pertains to the donation of usufruct rights, French Law lacks a precise term for this arrangement. Thus, by drawing on the concept of “viager”, which shares fundamental principles

like usufruct and lifespan-based termination, the translation provides a familiar framework for understanding within the French legal context.

In comparing the semantic properties of "العمرى" and "viager", we observe both correspondence and deviance. Both concepts involve the transfer of usufruct rights to a property, wherein the recipient gains the right to utilize and enjoy the property without outright ownership, and both contracts terminate upon the death of the donor or the donee. However, deviance arises as العمرى is characterized by charitable intent, whereas "viager" represents a commercial transaction, commonly entailing a lump sum payment and/or regular payments to the donor.

Building upon the insightful comparison, the adaptation of "العمرى" to "viager" deserves commendation despite the highlighted differences. While the charitable intent and lack of compensation in "العمرى" diverge from the commercial nature of "viager", the core principle of usufruct transfer and lifespan-based termination remains remarkably consistent. This shared foundation, serving as a bridge between legal systems, allows target readers to grasp the essence of "العمرى".

Example 2 Taken from the Real Rights Law (Article 145)

Source Text	Target Text	English Translation
الرهن الحيازي حق عيني يتقرر على ملك يعطيه المدين أو كفيله المرتهن العيني إلى الدائن لضمان الوفاء بدين ويحول الدائن المرتهن حق حيازة المرهون يستوفي دينه وحق حيازه إلى أن	Le nantissement est un droit réel constitué sur un immeuble qui est affecté par le débiteur ou sa caution réelle au profit du créancier nanti pour la garantie du remboursement d'une créance. Il confère au créancier nanti le droit de possession de la chose nantie et le droit de la retenir jusqu'au remboursement de la créance.	A pledge is a real right that is established over an asset that is given by the debtor or his surety to the creditor as security for the payment of a debt. It gives the creditor the right to possess the pledged asset and to retain it until the debt is paid in full.

In Moroccan Law, الرهن الحيازي "ar-rahn al-ḥiyāzī" is a contract in which the debtor (pledgor) or a third party acting on their behalf assigns a movable or immovable property or an incorporeal right to the creditor (pledgee) as security for a specific debt. This contractual right, governed by both the Real Rights Law and the Law of Obligations and Contracts, ensures debt repayment through the pledgee's ability to retain and potentially exploit the asset until the debt is settled. It gives the creditor the right to recover their debt from this property in priority to all other creditors if the debtor does not pay them.

On the other hand, "le nantissement" in French Law refers to the legal situation where an owner assigns, an incorporeal movable asset or a set of incorporeal movable assets., such as a business goodwill, agricultural assets, securities, bank account balances, lease rights, life insurance contracts, and patents, to guarantee one or more debts for

which they are liable. In the event of non-payment, the creditor who is the beneficiary of the pledge may, depending on the case, sell or have the assets sold and thus be paid out of the price in priority to all other creditors.

The translation of الرهن الحيازي into French as “le nantissement” is a prime example of adaptation through reference to a parallel target legal concept. “Le nantissement” serves as an adapted term that captures the essence and function of الرهن الحيازي within the French legal system, albeit with nuanced differences. This adaptation provides target readers familiar with French Law with a recognizable term that aligns with French legal concepts and procedures.

The translation of الرهن الحيازي into French as “le nantissement” exhibits both levels of correspondence and levels of deviance in their semantic properties. At a fundamental level, both terms signify a legal mechanism where assets are pledged as security for a debt, and, in both cases, the creditor holds priority over other creditors in recovering their debt if the debtor defaults. Both concepts then share similarities in their overarching purpose and function within their respective legal systems. However,

the main difference lies in the type of assets that can be pledged. While الرهن الحيازي encompasses both movable and immovable property, along with incorporeal rights, “le nantissement” in French Law is more restrictive, allowing only for the pledging of incorporeal movable assets. This divergence in the scope of assets eligible for pledge represents a notable deviation in the semantic properties of the two terms.

The adaptation of الرهن الحيازي to “le nantissement” effectively achieves its informative skopos. While a nuanced difference exists in the types of assets allowed for pledge, “le nantissement” resonates with target readers familiar with the French legal framework through conveying the core function of securing debt through pledged assets.

Example 3 Taken from the Real Rights Law (Article 292)

Source Text	Target Text	English Translation
<p>الشفعة أخذ شريك في ملك مشاع أو حق عيني مشاع حصة شريكه المبيعة بثمنها بعد أداء الثمن ومصروفات العقد اللازمة والمصروفات الضرورية النافعة عند الاقتضاء.</p>	<p>La préemption est le fait d'acquérir, par un copropriétaire indivis dans un immeuble ou un droit réel indivis, la portion vendue de son copropriétaire après paiement du prix de vente ainsi que des frais du contrat et des dépenses nécessaires utiles, le cas échéant.</p>	<p>The right of preemption grants a co-owner in undivided ownership, or with an undivided real right, the right to purchase the share of their co-owner at its price, after paying the price, necessary contract expenses, and, if applicable, necessary beneficial expenses.</p>

The Encyclopedia of Islamic Terminology provides the following linguistic definition for الشفعة "shufa'ah":-

"الشفعة: الضم. يقال: شفعتُ الشيء شفعا: أي ضممته إلى غيره. وتأتي بمعنى التملك"².

[Translation : "shufa'ah" is "joining". It is said, "I joined the thing" as "shafa'tu al-shay' shaf'an", meaning I incorporated it with another. It also carries the meaning of "acquisition"].

The same source defines "shufa'ah" technically as follows:

الشفعة: حق جعله الله للشخص إذا كان له شريك في مال معين. فإذا أراد أحدهما بيع نصيبه وأخذ عوضه كان شريكه أحق به من غيره؛ دفعا للضرر عن الشريك. مثال ذلك: رجلان شريكان في أرض، فباع أحدهما نصيبه على شخص ثالث، فللشريك الذي لم يبيع أن ينتزع من المشتري هذا النصيب قهرا عليه بالثمن الذي قام عليه العقد، ويضمه إلى ملكه، فتكون الأرض كلها للشريك الأول الذي لم يبيع.

[Translation : "shufa'ah" is a right established by Allah for a person who has a share in specific property with another person. If one of them desires to sell their share and receive its compensation, their partner is more entitled to it than anyone else, in order to prevent harm to the partner. An example: Two men are partners in land, and one of them sells his share to a third person. Then

the partner who did not sell has the right to forcibly take back this share from the buyer for the price agreed upon in the contract, and add it to his own ownership, so that the entire land becomes the property of the first partner who did not sell].

The definition of "shufa'ah" in the Moroccan Real Rights Law is consistent with its definition in Islamic Law. The Moroccan Real Rights Law also sets out a number of rules and regulations governing the application of the right of "shufa'ah", which are designed to ensure that the right is exercised fairly and equitably.

Contrastingly, "la préemption" in French Law operates differently from the concept of "shufa'ah" explained above, as it grants someone the opportunity, either by law or contract, to step in and purchase property before it is sold to others under the same terms. For example, in residential leases, if a landlord intends to sell a property, the tenant must be informed and given the chance to purchase it first. This is outlined in Law No. 2006-685 of June 13, 2006. Similarly, partners in limited liability companies can enforce this right on shares being sold

² The Encyclopedia of Islamic Terminology, 2019, Roiad Translation Foundation, vol. 5, p. 474.

outside the company. In the sale of artworks, the state may have the right of “preemption”, as stated in the Law of December 31, 1921. Additionally, in rural property sales, tenants have a right of “preemption” outlined in Article L. 412-1 of the Rural Code, though there are exceptions such as sales involving relatives or allies of the owner.

The translation of "الشفعة" into French as "la préemption" can be considered an adaptation through reference to a parallel target concept because it involves aligning the meaning of a legal term from one language and legal system with a concept in another language and legal system that serves a similar purpose. In Islamic/ Moroccan Law, "الشفعة" establishes a right for co-owners to preemptively purchase a partner's share to prevent harm. To convey this concept effectively in French legal discourse, it was essential to find a term that captures the essence of this preferential right within the framework of French Law. Thus, "la préemption" was chosen as it aligns with the core function of granting a preferential right to acquire property under specific circumstances, despite variations in legal procedures between the two legal systems.

Both "الشفعة" and “la préemption” share the central idea of

offering a privileged opportunity to acquire property under specific conditions, forming the fundamental level of correspondence that makes “la préemption” an understandable adaptation. However, a closer look reveals intriguing levels of deviance in their semantic properties. Firstly, the trigger for “الشفعة” is the sale of a shared property, whereas “la préemption” can be triggered by various factors such as property type, relationship to the seller, or even cultural heritage preservation. Secondly, in terms of scope, “الشفعة” grants the right of first refusal exclusively to co-owners, while “la préemption” can apply to tenants, partners, or even the state depending on the context. Finally, concerning force, “الشفعة” allows the preemptor to forcibly acquire the share at the agreed price, whereas “la préemption” only provides the right to match the offered terms without the ability to force a sale.

Despite not being a perfect match, the adaptation of "الشفعة" into “la préemption” successfully achieves its informative skopos by providing a comprehensible and contextually relevant translation within the French legal system. While the source text itself provides a definition of the original concept, using “la préemption” immediately

connects the unfamiliar concept of الشفعة to a familiar legal term in French Law, establishing a basic understanding for the target reader.

Example 4 Taken from the Family Law (Article 77)

Source Text	Target Text	English Translation
يحكم بفسخ عقد الزواج قبل البناء أو بعده في الحالات وطبقاً للشروط المنصوص عليها في هذه المدونة.	La résiliation de l'acte de mariage est prononcée par jugement, avant ou après sa consommation, dans les cas et conformément à conditions prévues au présent Code.	The annulment of the marriage contract before or after the marriage is consummated is decreed in certain cases and according to the conditions set out in this Code.

The Kuwaiti Encyclopedia of Islamic Law defines الفسخ "al-faskh" as follows:-

الفسخ لغة: يطلق على معان، منها: النقص أو التفريق، والضعف في العقل والبدن، والجهل، والطرح، وإفساد الرأي، ومن المجاز: انفسخ العزم والبيع والنكاح: انتقض، وقد فسخته: إذا نقضه.
وفي الاصطلاح: هو حل ارتباط العقد، أو هو ارتفاع حكم العقد من الأصل كأن لم يكن، أو هو: قلب كل واحد من العوضين لصاحبه، فيستعمل الفسخ أحيانا بمعنى رفع العقد من أصله، كما في الفسخ بسبب أحد الخيارات، ويستعمل أيضا بمعنى رفع العقد بالنسبة للمستقبل، كما في أحوال فسخ العقود الجائزة أو غير اللازمة³.

[Translation: The term "Al-Faskh" refers to several meanings, including cancellation or differentiation, weakness in mind and body, ignorance, proposal, and

corruption of judgment. Metaphorically, it also applies to the cancellation of determination, sales, and marriage when they are annulled, and it is considered annulled when it is revoked.

In terminology, it is the dissolution of a contract's connection, the elevation of a contract's ruling as if it never existed, or the reversal of each party's consideration. Sometimes, "al-faskh" is used to mean lifting the contract from its origin, as in cases of dissolution due to one of the options. It is also used to denote the lifting of the contract concerning the future, as in cases of permissible or unnecessary contract termination].

In the Moroccan legal context, "faskh 'aqd al-zawaj" refers specifically to the annulment of a marriage due to the violation of essential conditions for its validity under Islamic law. Consequently, it involves terminating the marriage contract based on specific Islamic jurisprudence criteria, such as consent and financial obligations. This term is deeply rooted in Islamic legal principles, reflecting cultural

³ The Kuwaiti Encyclopedia of Islamic Law, Ministry of Endowments and Islamic Affairs, 1984-2007, vol. 32, p. 31.

and religious aspects within the Moroccan legal system.

Contrastingly, in French law, "la résiliation" primarily refers to the termination or cancellation of a contract, devoid of religious considerations. It revolves around the legal right of parties to end a contract based on stipulated terms or legal regulations. This term is not inherently linked to religious or cultural contexts, focusing purely on legal contractual aspects within the French legal system.

The translation of "فسخ عقد الزواج" as "la résiliation" represents a case of adaptation by aligning the legal concept of marriage contract dissolution in Moroccan Islamic law with the termination of a contract in French law. Consequently, the translator chose a term ("résiliation") that parallels the function of contract termination in French law without direct religious connotations, thus domesticating the concept to fit within the target legal system.

Examining the correspondence between the terms, both "الفسخ" and "la résiliation" share the core semantic property of denoting the termination of a legally binding agreement. Moreover, they both involve formal procedures and legal consequences. However, deviance exists in the specific cultural and

religious implications. While "الفسخ" is tied to Islamic marriage law and the conditions for valid marriage, "la résiliation" in French law is a broader term applicable to various contracts without religious implications.

This translation choice, akin to previous instances of adaptation by referring to a parallel target concept, effectively aligns with the adaptation principles outlined by Vinay and Darbelnet (1958/1995). It endeavors to transform a culture-specific legal concept from Moroccan/Islamic law into a comprehensible form within the French legal system. Although "la résiliation" effectively communicates the basic notion of ending a marital contract in a legally comprehensible manner, it lacks the depth needed to encapsulate the intricate legal and cultural nuances inherent in الفسخ within the Moroccan context.

**Example 5 Taken from the Family Law
(Chapter I of Title III of Book III)**

Source Text	Target Text	English Translation
النفقة	De la Pension Alimentaire (Nafaqa).	Of Financial Maintenance (Nafaqa).

According to the Kuwaiti Encyclopedia of Islamic Law, النفقة nafaqa in the Arabic language is:-

"اسم من المصدر نَفَقَ، يقال: نَفَقَتِ الدَّرَاهِمُ نَفَقًا:

نفدت"⁴.

[Translation: a noun derived from the verb “nafaq”, meaning to spend. For example, one might say “nafaqat al-darāhim nafaqan” to mean “the money was spent”].

In Islamic terminology, the same source defines “nafaqa” as follows:

"ما به قوام معتاد حال الآدمي دون سرف".

[Translation: the provision of customary necessities that sustain a person's standard of living without extravagance].

In Islamic law, النفقة is obligatory in cases of marriage, kinship, and slave ownership. The Moroccan Family Law also stipulates the obligation of النفقة in cases of marriage, kinship, and commitment. Under both Islamic law and the Moroccan Family law, a husband is not obligated to provide maintenance for his wife unless she allows him to consummate the marriage after a valid Islamic marriage contract.

As for the French legal concept of “pension alimentaire”, translated to English as “alimony” or “financial maintenance”, it is a financial

contribution towards the living expenses of another person who lacks sufficient means to support themselves. It can be awarded to the following persons:-

1- The separated parent who raises a child. They may receive “pension alimentaire” from the other parent from whom they are separated.

2- One of the former spouses may receive “pension alimentaire” for themselves from their former spouse. This applies in cases of divorce by acceptance of the principle of the breakdown of the marriage, for fault or for definitive alteration of the conjugal bond, or in cases of legal separation.

3- The surviving spouse may also be entitled to “pension alimentaire” from their children or stepchildren. Indeed, children or grandchildren have the obligation to help a parent or grandparent who is not able to meet their daily needs. This obligation, known as the “obligation alimentaire”, extends to sons-in-law and daughters-in-law towards their in-laws.

4- The adult child if they are not able to support themselves (student,

⁴ The Kuwaiti Encyclopedia of Islamic Law, Ministry of Endowments and Islamic Affairs, 1984-2007, vol. 41, p. 34.

unemployed, protected adult, or in a situation of handicap).

Opting for "la pension alimentaire" as an equivalent to النفقة represents a case of adaptation through reference to a parallel target legal concept. While not an exact semantic match, this translation decision reflects a recognition of the closest equivalent concept in the target legal framework. The necessity for such adaptation arises from the need to convey the essence and function of النفقة within the French legal context, even though nuances may exist between the two concepts. Indeed, the inclusion of a transcription of the original term within brackets in the French translation signifies an acknowledgment by the translator that the translation is not an exact match. Thus, the decision to include the transcription serves to bridge the gap between the source and target languages while maintaining fidelity to the legal principles underlying النفقة.

When comparing النفقة and "la pension alimentaire", it becomes evident that there are both levels of correspondence and deviance in their semantic properties. At the level of correspondence, both terms share the concept of financial support for someone in need. Moreover, the

range of covered expenses largely overlaps, encompassing essential living costs for the supported individual like food, shelter, medicine, and education. This similarity reflects a common understanding across legal systems of the obligation to provide financial support for dependents. However, significant differences arise in the specific application of these principles. Firstly, النفقة pertains to financial support provided by the husband to his wife, whereas "la pension alimentaire" typically comes into play after divorce or legal separation. Secondly, النفقة traditionally dictates the husband as the sole payer, while "la pension alimentaire" allows for either spouse to be the payer, depending on individual circumstances and judicial determinations. Thirdly, النفقة must be paid by the husband regardless of the wife's financial status, while "la pension alimentaire" is intended only for the needy. Finally, النفقة is a religious duty, while "la pension alimentaire" is a purely secular concept.

Therefore, the translation of النفقة as "la pension alimentaire" does not capture the full legal meaning and context. Nevertheless, the adaptation, coupled with the transcription provided thereafter, acknowledges

the religious and cultural nuances of النفقة while finding the closest equivalent in French law that addresses similar financial support needs within specific relationships. This adaptation ensures the closest possible approximation of the concept, and thus can be said to have achieved its informative skopos effectively.

*** Conclusion**

In conclusion, this research paper has provided an exploration of a particular type of adaptation we labeled as “reference to a parallel target concept” through limited but striking cases in the French translation of sample Moroccan legal texts. Through the lens of the Skopos Theory, the study delved into this relatively uncommon yet compelling type of adaptation, shedding light on the complexities inherent in achieving semantic equivalence between legal concepts across different cultural and legal frameworks.

The findings underscore the significant contribution of the Skopos Theory as a functionalist approach to comprehending and assessing adaptation in legal translation. By emphasizing the primary importance of fulfilling the intended purpose or aim (Skopos) within a specific communicative context, this theory

offers valuable insights into the complexities of legal translation that go beyond mere linguistic transfer.

While instances of adaptation through reference to a parallel target concept might not encapsulate all the nuanced connotations present in the source concepts, the research highlights that they effectively achieve the primary objective, particularly in accordance with Vinay and Darbelnet's definition of adaptation (1958/1995). Functionally speaking, the informative Skopos was successfully reproduced, enabling the transmission of Moroccan legal concepts to the target readers within the French legal system.

This study not only contributes to the understanding of the dynamics involved in legal translation but also underscores the significance of adaptation as a translation technique aimed at establishing functional equivalence between source and target texts, advancing our understanding of effective cross-cultural communication within the legal domain, specifically within the context of Moroccan-French legal systems.

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