



## LEGAL LINGUISTICS: A SPECIALIZATION OF LAW

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**Abstract:** *Legal linguistics is the study of legal language, encompasses a specific vocabulary used in a distinctly defined manner that is solely legal and often challenging for non-experts to comprehend. The drafting of legal texts in one or multiple languages thus poses significant difficulties, especially concerning the choice of terms employed by national legislators and drafters of international texts (conventions, international treaties). This is due to the fact that different versions of the text need to express the same meaning as the original. As a result, law and language are inherently connected, as legal language requires a particular vocabulary.*

**Keywords:** *law, language, linguistics, legal, specialized vocabulary.*

### INTRODUCTION:

Legal terminology is a specialized area within the legal profession, marked by a unique vocabulary that is utilized in a precise, legal context, which can often be challenging for non-experts to comprehend. As a result, producing a legal document in a different language presents various difficulties, especially regarding the selection of terms used by national lawmakers and authors of documents (such as conventions and international agreements). It is essential that these different language versions express the same meaning as that of the original document.

Legal linguistics, or jurilinguistics, is the study of the language of law. Promoted and advanced by Professor Gérard Cornu<sup>1</sup>, it is a branch of general linguistics. Its objective is to study legal vocabulary to construct a theory of language based on the observation of the many existing natural languages and to define the properties of all possible human languages, as well as to study legal grammar.

Regarding legal linguistics in Algeria, which experienced French occupation for over 130 years, the influence on the Arabic language and local culture in Algeria was significant. After the departure of French colonists in 1962, and the implementation of the policy of Arabization in all areas, there was a significant shortage of Arabized officials capable of drafting and conceptualizing the official texts of the contemporary post-colonial Algerian state in Arabic, compelling official authorities to draft legislative texts in French and then translate them into Arabic, the official language of the state.

This rule remains applicable today<sup>2</sup>, implying that the effectiveness of the rule of law is held hostage by legal bilingualism, resulting in legal insecurity due to translation that is often literal and does not consider the true meaning of the legal terms used in Arabic, which are often considered obscure or imprecise.

The concern highlighted in this research revolves around the following inquiry: What significance does language hold in the formation of legal terminology, both in a general context and particularly in Algeria? To tackle this question, the structure is divided into three chapters: Law is expressed through Language (Chapter 1), Legal Linguistics is a speciality of Law (Chapter 2), and finally the efficiency of the Rule of Law in Algeria as a Victim of Legal bilingualism (Chapter 3). The framework is organized as follows:

<sup>1</sup>U. Gérard Cornu, *Legal Linguistics*, Monchréstien, 1990, p. 22.

<sup>2</sup> Ghenima Lahlou Khia, Professor at the Faculty of Law, University of Algiers 1, *Legal Bilingualism in Algeria and the Effectiveness of Legal Rules*, International Conference, Perpignan, April 2012, p. 284.



## CHAPTER 1: LAW IS EXPRESSED THROUGH LANGUAGE

The evolution of international relations presents jurists and linguists with a variety of laws and languages, which offers both depth and difficulties. This confrontation is a daily reality in family law, business law, and public law at a global level. Each language conveys its legal concepts, and the concept that appears to correspond in another language is not always a true equivalent.

Legal language<sup>3</sup> is a specialized language that must be comprehensible to all, whether initiated or laypersons, since in all countries "no one is supposed to be ignorant of the law" and "legal language is the first envelope of the law that must be traversed to study its content<sup>4</sup>."

In this chapter, we will discuss the specificity of legal vocabulary (Section 1) and then explain how to express a legal rule in multiple languages (Section 2).

### Section 1: The Specificity of Legal Vocabulary

In legal terminology, similar to any specialized language, words are used with specific meanings that are essential for the accuracy and clarity of regulations. For jurists and non-jurists alike, legal vocabulary is technical vocabulary (1), which can sometimes be difficult for laypersons to understand, much like most technical vocabularies<sup>5</sup> (2).

#### 1. The Technicality of Legal Vocabulary

For example, in criminal law, it is essential not to confuse "breach of trust," "fraud," and "theft," whereas in everyday language, what constitutes fraud may sometimes be referred to as theft. The term "breach of trust" is used in a sense foreign to the penal code. Non-jurists have an excuse since these offenses all constitute attacks on property and are regarded—along with extortion and blackmail—as the same offense concerning recidivism.

The drafters of the civil code used concrete language; however, this does not make the provisions of this code intelligible to laypersons. For instance, Article 835/1 of the civil code states that "a person who possesses a movable thing under a just title becomes its owner or holder if at the time he took possession he was acting in good faith."

This article appears clear and intelligible for everyone; however, its exact scope can only be appreciated if one understands the legal meanings of "movable," "real right," "possession," and "title." It should be noted that the technicality of legal vocabulary is not unique to French law; it exists to an even greater degree in German law where the term "Verstob" (offense) has several equivalents categorized by levels of responsibility or blame and based on the norm that has been violated<sup>6</sup>.

#### 2. The Opacity of Legal Vocabulary

Legal vocabulary—especially when terms have an exclusively legal meaning is often difficult for laypersons to understand. Examples of this opacity can be found both in the civil code and in judicial decisions. For instance, Article 86 of the Algerian civil code states that "a contract may be annulled for reasons of fraud..." This cannot be understood by someone unfamiliar with the exact meaning of the legal term "fraud," which signifies material damage in legal terminology.

Can a non-jurist easily comprehend this summary from a court<sup>7</sup> ruling stating that "a court of appeal cannot be reproached for relieving a buyer from paying demurrage due to delays in unloading cargo from a ship

<sup>3</sup> Some argue that it is more appropriate to speak of legal language. U. Gérard Cornu, *Legal Linguistics*, Monchrétien, 1990, p. 22, where the author states that "legal language is a particular use of language."

<sup>4</sup> Henri Capitant, *Legal Vocabulary*, PUF, Paris, 1930, p. 7.

<sup>5</sup> Henri Batiffol, *Observations on the Specificity of Legal Vocabulary*, Toulouse, 1978, p. 35.

<sup>6</sup> Bernhard Bergmans, *Teaching Foreign Legal Terminology as an Approach to Comparative Law: The Example of German*, RIDC, 1987, p. 89.

<sup>7</sup> Stéphane Chatillon, *Law and Language*, RIDC, 3.2002, p. 6.



when it establishes the existence of several causes for suspension attributable either to force majeure which may consist solely of irresistible events or due to costs incurred by either the charterer or the freighter"? If they do not know what demurrage or freight means. In maritime law, demurrage—also called "laytime"—refers to fees paid to port authorities for docking ships that are loading or unloading their cargo. When this docking duration exceeds time limits set by port regulations, the ship's captain must pay demurrage fees. As for defining "charterer," it refers to someone who rents a ship or aircraft or collective transport means; conversely, a freighter is someone who leases out a ship or aircraft in exchange for an agreed sum over a specified period.

## **Section 2 :Expressing a Legal Rule in multiple languages**

Drafting a legal text in multiple languages presents numerous difficulties, particularly concerning the choice of terms used by national legislators<sup>8</sup> and authors of conventions or international treaties<sup>9</sup>. In both cases, different versions of texts must convey identical meanings; that is to say, translated texts must express the same meaning across these languages<sup>10</sup>.

International legal texts reflect a commitment to neutrality between Roman law and Common Law traditions. An illustration of this is found in the Vienna Convention on International Sale of Goods (1980) and the UNIDROIT Principles (1994) concerning international commercial contracts, which were carefully crafted to steer clear of language that is too closely associated with any specific legal culture. However, difficulties are compounded when texts are drafted in multiple languages translated into other languages than their original ones and must apply between parties often belonging to different legal cultures. The Vienna Convention was drafted in six official<sup>11</sup> languages of the United Nations.

The UNIDROIT Principles were created in the official languages of that organization.<sup>12</sup>; European principles were first published in English and then French<sup>13</sup>. When addressing a concept, mechanism, or situation, drafters have the option either to describe it without naming it (e.g., force majeure under the Vienna Convention) or name it while describing it (e.g., force majeure under UNIDROIT Principles and European principles) so that it can be interpreted and applied uniformly without reference to any particular legal culture.

For example, concepts<sup>14</sup> such as offer and acceptance<sup>15</sup> do not necessarily carry identical meanings across all international laws; under French law, an offer made to unspecified individuals (such as displaying goods in a shop window or an advertisement) constitutes an offer; whereas under English or German law it constitutes an invitation to treat (invitation à faire une offre).

<sup>8</sup> Emmanuel Didier, *Common Law in French: Legal and Linguistic Studies of Common Law in French in Canada*, RIDC, 1991, p. 7. - Daniel Jutras, *Law Between Language and Traditions*, RIDC, 2001, p. 781. - Pierre Vial, *Some Considerations on Language and Law: Bilingualism and Bijuralism in Canada*. - Jacques Vanderlinden, *Language and Law in Belgium and Canada*. - Erik Jayme, *Language and Law*, 15th International Congress of Comparative Law, Bristol, 1988, Bruyant, Brussels, 1999, pp. 65 and 141.

<sup>9</sup> Denis Tallon, *The Choice of Words in Light of Translation Constraints: The Example of the European Principles of Contract Law and the UNIDROIT Principles of International Commercial Contracts*. Nicolas Molfessis (ed.), *The Words of the Law*, Economica, 1999, p. 31.

<sup>10</sup> The same difficulty is encountered in the drafting of international contracts. (11-16)

<sup>11</sup> English, Arabic, Chinese, Spanish, French, and Russian, the six versions, along with translations into German and Italian, are reproduced in the appendix of *Commentary on the International Sales Law: The Vienna Sales Convention*, Bianca and Bonell, Giuffrè, Milan, 1987.

<sup>12</sup> English, French, German, Italian, and Spanish, the five versions are published by UNIDROIT, Rome.

<sup>13</sup> Commission on European Contract Law, *Performance, Non-Performance, and Consequences*, French version, Isabelle de Lamberterie, Georges Rouhette, Denis Tallon, *La Documentation Française*, 1997.

<sup>14</sup> German: Angebot, English: Offer, Spanish: Oferta, Italian: Offerta, Russian: Oferta.

<sup>15</sup> German: Annahme, English: Acceptance, Spanish: Aceptación, Italian: Accettazione, Russian: Akuerri.



The UNIDROIT Principles state that “A contract proposal is considered an offer if it is detailed enough and demonstrates the author’s intention to be obligated upon acceptance.” (PUD art 2.2; CVIM article 14 ss1)<sup>16</sup>.

## **CHAPTER 2: LEGAL LINGUISTICS A SPECIALTY OF LAW**

Legal linguistics or “jurilinguistics” initially developed in Quebec<sup>17</sup>; in France it has been primarily promoted and deepened by Professor Gérard Cornu<sup>18</sup> who authored a well-known Dictionary of Legal Language that provided substantial material for his linguistic investigations<sup>19</sup>. However, unlike general linguistics, legal linguistics remains a young discipline with incomplete recognition due to a lack of jurilinguists. Legal linguistics could constitute one of the most scientific branches within research. In this chapter we will discuss:

- **Legal Linguistics as Study of Language of law** (Section 1)
- **Legal Lexicography** (Section 2)

### **Section 1 : Legal Linguistics: Study of language of law**

Legal linguistics focuses on analyzing “every linguistic method utilized by law<sup>20</sup>.” It encompasses terms and statements that constitute law or serve it purposefully<sup>21</sup>. The object of study for jurilinguists thus includes vocabulary and discourse among jurists while recognizing that legal language constitutes specialized technical language<sup>22</sup>; therefore, legal linguistics forms part of general linguistics.

However, jurilinguists though exceedingly rare are trained as jurists rather than linguists which poses an obstacle for developing legal linguistics further. Additionally, it examines terminological specificity as well as semantic expressiveness within legal language.

Law assigns specific meanings to common words or creates new meanings unknown outside its domain when relying solely on terms from everyday language. It often organizes them into unique structures which can lead to formations that are challenging for non-jurists to grasp despite principles such as “no one is supposed to ignore the law<sup>23</sup>.” While accessibility material-wise may exist within laws<sup>24</sup>, intellectual accessibility presents another challenge.

Nevertheless, there exists sufficient linguistic specificity justifying dedicated study within legal linguistics<sup>25</sup>

### **Section 2: Legal Lexicography and other aspects of legal linguistics**

Linguistics represents an activity focused on language aiming ultimately at constructing theories based on observations across existing natural languages while defining properties applicable across potential human languages<sup>26</sup>. The objective behind legal linguistics involves studying grammatical structures specific within laws while also cataloging and transcribing legal vocabulary<sup>27</sup>—comprising words unique within juristic discourse<sup>28</sup>.

<sup>16</sup> The Vienna Convention specifies that an offer is generally addressed to one or more specific persons (Article 14/1).

<sup>17</sup> P. Lerat, J.-L. Sourieux, *Legal Linguistics*, RIDC, 1991, p. 257.

<sup>18</sup> G. Cornu, *Legal Linguistics*, Monchrestien, Domat Collection, 1990.

<sup>19</sup> G. Cornu, *Legal Vocabulary*, 10th ed., PUF, Quadriga Collection, 2014.

<sup>20</sup> P. Lerat, J.-L. Sourieux, *French Legal Language as a Specialized Language*, Bruyant (Brussels), 1995.

<sup>21</sup> G. Cornu, *op. cit.*, p. 24.

<sup>22</sup> P. Ballian, *Definition in Law: An Essay in Legal Linguistics*, Contribution to the Study of Linguistics, Dalloz, Bibliothèque de la Justice Collection, 2012.

<sup>23</sup> P. Lerat, J.-L. Sourieux, *The Language of Law*, RTD Civ., 1999, p. 343 et seq.

<sup>24</sup> M. Grawitz, *Methods of Social Sciences*, 11th ed., Dalloz, Précis Collection, 2001, p. 318.

<sup>25</sup> N. Chomsky, *Reflections on Language*, 1975 ; N. Chomsky, *Rules and Representations*, 1980.

<sup>26</sup> M. Grawitz, *Methods of Social Sciences*, 11th ed., Dalloz, Précis Collection, p. 319.

<sup>27</sup> G. Cornu, *Legal Vocabulary*, 10th ed., PUF, Quadriga Collection, 2014.

<sup>28</sup> J.-L. Sourieux, *For the Learning of Legal Language*, RTD Civ., 1999, p. 343 et seq.



Legal linguistics investigates linguistic signs within legal contexts where signs consist both signifiers (phonetic segments) associated with signified meanings<sup>29</sup>.

Thus jurilinguists must act as lexicographers cataloging and defining terms within legal vocabularies toward constructing dictionaries or glossaries<sup>30</sup> while also focusing on relationships among legal terms: synonyms/antonyms/rootwords/sens/semantic proximity/divergences/common prefixes/suffixes/complementary notions etc.

Legal linguistics can also analyze non-word linguistic signs for instance colors like green/red carrying specific meanings within laws representing “permission”/“prohibition.” Geometric shapes or bodily attitudes may also serve communicative purposes regarding laws; circles denote prohibitions while hexagons indicate imperatives—squares signal indicators—and triangles represent preventative measures (as seen within road codes).

Furthermore, there is a right associated with language or linguistic law<sup>31</sup>, which has differing levels of impact on common language based on the context and era. This concept of language rights, a segment of law that includes a collection of legal standards, should not be mistaken for legal linguistics, which is a field of legal inquiry. It is challenging to grasp how legal linguistics can pertain to both the linguistic analysis of legal terminology and the examination of language rights<sup>32</sup>. Legal linguistics specifically focuses on the linguistic analysis of legal language and nothing else; it is primarily the task of a linguist, at least by design, rather than the task of a legal scholar.

### **CHAPTER 3: THE EFFECTIVENESS OF THE RULE OF LAW IN ALGERIA IS HOSTAGE OF LEGAL BILINGUALISM**

French occupation of Algeria (1830-1962) had a direct impact on both the Arabic language and the local legal culture. Indeed, the linguistic policy of colonialist France was particularly clear in Algeria<sup>33</sup>: to officialize the French language in all areas while marginalizing and then eradicating the use of the Arabic language.

In an effort to resist this colonialism, which was notably based on French as a means of domination, liberation movements regarded Arabic as a symbol of the colonized's identity and sovereignty.

Following its independence, Algeria designated Arabic as its official and national language, officially sidelining French, while also implementing a policy of Arabization for its linguistic framework. This Arabization policy faced challenges due to a shortage of Arabized officials skilled in drafting and conceptualizing contemporary legal texts in Arabic for the post-colonial Algerian state. In this context, translation emerged as a critical focus, as it needed to serve the objectives of the Arabization policy on one side and address the realities of legal bilingualism on the other. The arbitrary translation of texts from French to Arabic had a considerable impact on the rule of law, resulting in adverse effects on legal norms (Section 1). Given that the conception and formulation of law predominantly occur in French, the imperative to translate these laws into Arabic inevitably leads to negative implications for legal bilingualism and its effect on legal norms (Section 2).

#### **Section1 :Arbitrary Translation of Texts and the effectiveness of Law**

Because there are not enough jurilinguists who can create texts in Arabic, the Algerian legislator adopts concepts and reasoning methods, along with aspects of legal analysis, from the French language. Therefore, it is essential to ask whether these elements are faithfully reproduced in the official text written in Arabic, and whether the rule of law expressed in Arabic reflects this thought conceived in French ?.

<sup>29</sup> E. Groffier, D. Reed, *Legal Lexicography*, Yvon Blais (Québec), 1990.

<sup>30</sup> J.-G. Turi, *Linguistic Law and Linguistic Rights*, Les Cahiers de Droit, 1991, p. 641 et seq.

<sup>31</sup> G. Cornu, *Legal Linguistics*, 3rd ed., Monchrestien, Domat Collection, Private Law, 2005.

<sup>32</sup> Imane Benmohamed, *Translational Legal Terminology: The Case of Maghreb Countries*, International Conference, Perpignan, April 2-3, 2012, p. 4.

<sup>33</sup> Ghenima Lahlou Khiar, Professor at the Faculty of Law, University of Algiers 1, *Legal Bilingualism in Algeria and the Effectiveness of Legal Rules*, International Conference, Perpignan, April 2012, p. 284.





The answer to these questions will depend on the translation methods used. It should be noted that in Algeria, and contrary to what generally happens in other countries<sup>34</sup>, translation is not a mechanism for accessing foreign law, a comparative law device. On the contrary, translation from French to Arabic, which has an unofficial character, constitutes a technique for developing law, as it is this translation that gives form to the only applicable official legal norm. This highlights the importance of an approximate or inadequate translation, which could cause difficulties in translating legal rules rooted in different legal systems.

The translation of Algerian legislative documents from French into Arabic encounters various difficulties related to the interpretation of legal norms within two distinct legal frameworks. This issue is marked by three primary factors: the multiple meanings of legal terminology, the absence of a standardized approach to legal concepts, and the translations being based on references that do not align with the original text.

### 1. Polysemy of Legal Vocabulary

According to Cornu, legal language is among the most polysemous forms of language, as legal terms can have several interpretations. Legal language is also characterized by its specificity, which means that every legal term needs to be understood in a defined way, taking into account the context in which it appears. This illustrates the challenges faced by translators in accurately rendering the meaning of a term from the source language into Arabic. Thus, polysemy is a key feature of the legal lexicon that must be addressed when translating texts into Arabic. For example, the Arabic term "quânon" (قانون) can signify law, code, or the law, making it essential to clarify the intended meaning when communicating with students. Another instance is when referring to civil law; it is important to determine whether it pertains to the civil code or civil law in a broader sense. Civil law, as a segment of private law, includes all legal provisions related to property and agreements between private parties, which are mainly sourced from the civil code.

The civil code, on the other hand, comprises laws relevant to civil law, which include the regulations that define the status of private individuals and can be referred to in Arabic as التقنين المدني. Moreover, the term عقد, which translates to contract, poses ambiguity since it can refer specifically to a contract (as outlined in Article 54 of the Civil Code) or, more broadly, to an act (as noted in Article 324 of the Civil Code). Additionally, in the realm of administrative law, the term مؤسسة in Arabic can cause confusion because it translates to various meanings in French, such as institution, establishment, or enterprise, complicating the translation of legislative documents from French to Arabic.

### 2. Lack of unification of legal Concepts in Arabic

The translation of a legal text must respect the distinctive concepts of legal vocabulary. Concepts are defined as "general and abstract mental representations of objects<sup>35</sup>," requiring perfect mastery of both the language into which it is translated and the legal concepts in both languages. Although "legal concepts and terms<sup>36</sup>" may seem equivalent, their meanings differ according to the language.

It is essential to acknowledge that the translation of documents from French to Arabic often lacks thoroughness and accuracy since this vital responsibility is not delegated to experts in legal translation, such as jurilinguists who are trained in both language and law. The process of legal translation should include the creation of a legal vocabulary in Arabic to standardize legal terminology and concepts, thus enhancing the efficacy of the rule of law. For example, the term "consumer" as defined in Article 3, paragraph 2 of the Law of June 23, 2004, which regulates commercial practices, varies between the Arabic and French versions. In the

<sup>34</sup> Definition by F. Génys, *Science and Techniques in Private Law*, 1913, Vol. 1, Nos. 277 and 302, cited by Bergel J.-L., *General Theory of Law*, Dalloz, 2003, p. 211.

<sup>35</sup> Sereno D. Inacio, *The Utility of Comparative Terminology in Resolving Difficulties in Legal Translation from Spanish and Portuguese to French*, Master's Thesis, Lumière University Lyon 2, Applied Foreign Languages, 2010, p. 3.

<sup>36</sup> J.-L. Gemar, *Art, Methods, and Techniques of Translation: Comments Inspired by Susan Sarcevic's Book*, *New Approaches to Legal Translation*, The Hague, Boston, Kluwer Law International, 1997, p. 308. [www.tradulex.org/hieronymus/Gemar.pdf](http://www.tradulex.org/hieronymus/Gemar.pdf).



French text, the consumer is defined as "any natural or legal person who acquires or uses, for purposes excluding any professional character, goods or services put on sale or offered," whereas the corresponding Arabic text defines the consumer as "any natural or legal person who acquires for purposes excluding any professional character..."

This suggests that every provision pertains to a distinct definition of the consumer, with the French version broadening the definition to encompass the user of the good or service, whereas the Arabic version excludes the user and necessitates a contractual relationship, thus limiting the extent of legal protection.

### 3 .Transposed or shifted Translation

Legal translation does not mean replacing a French word with its Arabic equivalent. It involves translating an entire text, not just words<sup>37</sup>. However, some legislative texts reflect a literal translation, word-for-word, neglecting the content of the text.

For instance, Article 43/1 of the Land Orientation Act expresses that "the issuance of a certificate of possession does not alter the real status of the property," which is translated as "modify the legal situation of the property" (لا يترتب على تسليم شهادة الحيازة تغيير في وضعية العقار القانوني). This provision lacks clarity. Another instance is the term "establishment" in the original French text, which does not have a direct equivalent in Arabic; for example, مؤسسة can refer to both "establishment" and "institution" in French.

There is also the case where the existing term does not faithfully translate the legislator's intent, highlighting another limitation of translation. It may be necessary to consider creating an adequate legal term that fits within the Algerian legal system. For instance, the same vocabulary is used in Arabic for both "termination" and "rescission" (الفسخ).

### Section2 :The effects of legal bilingualism on legal Norms

As highlighted, translating the legal rule from French to Arabic can result in loss of its original meaning and lead to ambiguous interpretations. As Mer Babadji<sup>38</sup> notes, "the study of the effects of bilingualism raises the question of how saying the law in Arabic predisposes it to sacred connotations due to the links between language and Islamic religion."

The interpretive frameworks of Algerian law vary according to the backgrounds of those analyzing the law, particularly influenced by the language employed. Legal language serves not only as a means of communication but also reflects the underlying legal culture. Since Arabic carries the sanctity of the Quran, it naturally alludes to Islamic law. Legal scholars interpret the text's meaning through the cultural context that the language embodies<sup>39</sup>.

One consequence of legal bilingualism is the distinct implementation of legal standards depending on the commitment to one of the two legal cultures represented by the language used in the text. As a result, an identical legal principle can lead to the emergence of parallel practices<sup>40</sup>. For instance, in cases related to testimony, civil status officials adhere to Islamic law, which dictates that the testimony of one man is equivalent to that of two women, thereby overlooking the stipulations of Article 33 of the Civil Status Code, which declares, "witnesses to acts of civil status must be at least twenty-one years old, irrespective of their gender."

Another example is Article 97 of the Algerian Civil Code, which states, "the contract is null if one obligates oneself without an objective cause or for a cause contrary to public order and good morals," The preservation of both objective and subjective cause theories is reflected in this context. The Arabic text does

<sup>37</sup> R. Babadji, *Bilingual Disarray: Notes on Bilingualism in Algeria*, Law and Society, 1990, No. 15, p. 207.

<sup>38</sup> D. Jutras, *Stating the Unstable: Law Between Languages and Traditions*, *International Review of Comparative Law*, 2000, No. 2, p. 178. Translation inevitably passes through the cultural filter of different languages and legal traditions.

<sup>39</sup> Lahlou Khiar Ghenima, *op. cit.*, p. 292.

<sup>40</sup> Ph. Jestaz, *The Law*, Dalloz, 7th ed., 1991, p. 82.



not restate the necessity for the presence of the cause, indicating that the Algerian legislator did not impose "the legality of the cause" as a requisite. "إذا التزم المتعاقد لسبب غير مشروع أو لسبب مخالف للنظام العام أو الآداب كان العقد باطلا" (a contract is deemed void if the contractor commits to an illegal cause or one that goes against public order or moral standards).

These provisions demonstrate a misalignment due to the coexistence of two different legal rules.

These examples illustrate that legal bilingualism creates bijuralism, challenging the effectiveness of the legal rule in legislative matters and leading to legal insecurity. Jestaz notes<sup>41</sup>, "the primary factor of the law's practicability is in its sufficient definition; a sufficiently defined law is not practicable in that its application leads to hesitation and controversies generating legal insecurity."

In Algerian law, there is a conflict between the Arabic and French versions of legislative texts.

Jurists face this situation as French cannot be privileged over official Arabic, even if the original text was drafted in French and is presumed a translated version. Certain magistrates regard the French version as the authoritative text. Typically, the preference for the text in either Arabic or French is upheld based on its sources.

### **Section 3 : Institutional Efforts for Terminology Unification**

Organic Law No. 89-22 of December 12, 1989, defining the organization, operation, and competencies of the Supreme Court, repealed by Law No. 11-12 of July 26, 2011, specifies in Article 28/8, "the Supreme Court office is particularly responsible for... ensuring the unification of legal terminology used by the chambers."

The Council of State's internal regulations of May 26, 2002, state in Article 28, that this high administrative court's office "ensures the unification of legal terminology used by the chambers."

Therefore, the Council of State's role in unifying legal terminology should extend beyond jurisprudence<sup>42</sup>, as this institution has a prominent role in legislative drafting<sup>43</sup>, in accordance with Organic Law No. 98-01 of June 30, 1998, repealed by Organic Law No. 11-13 of July 26, 2011<sup>44</sup>. (JORA DP NUMBER 43 of 03/08/2011)

### **CONCLUSION**

Law and language are inseparable<sup>45</sup>; both are social phenomena with normative characteristics<sup>46</sup>, but their formation processes are opposite. Language formation is decentralized, with each individual competent in their capacity, while law formation is a collective will channeled by a hierarchical institution<sup>47</sup>.

<sup>41</sup> Chérif Benadji, Professor at the Faculty of Law, University of Algiers 1, Legal Terminology: An Auxiliary Science of Law, International Conference, Perpignan, April 2012, p. 254.

<sup>42</sup> Supreme Court, Criminal Chamber, Judgment of October 22, 2008, Review of the Supreme Court, 2008, No. 1, p. 305. "Considering that, under Article 335 of the Penal Code, written in French, violence is a constitutive element of the offense of indecent assault with violence, contrary to the original text in Arabic, which erroneously referred to indecent assault 'without violence.'"

<sup>43</sup> Official Journal of the Algerian Republic, No. 43, August 3, 2011.

<sup>44</sup> Stéphane Chatillon, Law and Language, Article, International Review of Comparative Law, 2002, No. 54, pp. 4/32 et seq.

<sup>45</sup> Jean Carbonnier, Civil Law: Introduction, Thémis, PUF, 1997, No. 16, p. 43.

<sup>46</sup> Emmanuel Didier, Language Law and Legal Languages in Canada, Doctoral Thesis, Paris 1, 1984 - Common Law in French in Canada, RIDC, 1991.

<sup>47</sup> G. Cornu, General Bibliographical Indications, Legal Linguistics, Monchrestien, 1990, No. 13, pp. 47-56.





The links between law and language have long been studied<sup>48</sup> and remain relevant in Algeria and abroad, in international law or comparative law<sup>49</sup>. As law is expressed through language, it increasingly tends to govern it, impacting legal professionals and translators.

### PROPOSED SOLUTIONS

Considering the aforementioned issues, several solutions are proposed:

1. Public authorities must establish legislative co-drafting: Like in Canada, a system of co-drafting involves specialists with dual legal and linguistic competencies, increasingly required by Supreme Court decisions on linguistic law. Provinces must make legislative texts accessible in both official languages (French and English). This resulted in the establishment of the National Program for Justice Administration.<sup>50</sup> (PAJLO)

<sup>48</sup> Gérard Snow and Jacques Vanderlinden (eds.), *French Legal Language and Legal Sciences, Texts Presented at the 2nd International Conference of the International Center for Common Law in French*.

<sup>49</sup> Jean-Claude Gémard, *From Legal Translation to Jurilinguistics: The Quest for Equivalence*, PUM (University of Montreal Press), Vol. 60, No. 3, December 2015.

<sup>50</sup> PAJLO became a program in 1987; initially, it was called a project.

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published in both official languages in 1981, along with the slow formation of jurilinguistic centers and associations for French-speaking Common Law jurists across six provinces from 1981 to 1994.

In Algeria, two drafters should simultaneously be involved: an Arabic-speaking jurist and a French-speaking jurist, to separately draft legal texts, ensuring better concordance between the Arabic and French versions.

2. Public authorities should form teams of jurilinguists mastering legal linguistics in both Arabic and French, capable of drafting accurate legislative texts.

3. Developing Indigenous Legal Terminology: It is crucial for Algeria to create its own legal vocabulary in Arabic instead of continually depending on translations from French to Arabic. Creating an Arabic legal glossary to standardize concepts guarantees the efficacy of the rule of law and promotes the just and precise enforcement of legislation.

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