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**Universitat Autònoma
de Barcelona**

**The Impact of Intralingual Translation of Persian Every-day Legal Texts on
Average Citizens**

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Doctoral Dissertation

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Abstract

This study aims to investigate the impact of intralingual translation on the comprehensibility of common Persian legal documents among average citizens in Iran. Recognizing the widespread issue of citizens signing documents without full understanding, the research explores whether translating legal texts into plain Persian aids comprehension and boosts confidence among Iranians. The investigation presents three hypotheses, focusing on reduced reading time, enhanced comprehension, and increased confidence through intralingual translation of every-day legal texts into plain Persian. Empirical testing utilized a corpus comprising three challenging legal genres: Purchase contract, Marriage contract, and Complaint request. These were translated into plain Persian and revised by the researcher and legal experts. Participants, aged 18-60, were selected via quota sampling, ensuring diversity in gender and age to mirror the population. The study employed a validated questionnaire format across online and face-to-face surveys. These questionnaires covered personal backgrounds and assessed comprehension, reading time, and confidence, before and after intralingual translation of the legal documents. Results indicated variations in reading time, not entirely supporting the first hypothesis. However, significant improvements in comprehension and signing confidence were observed, validating the second and third hypotheses. The study emphasizes the positive influence of intralingual translation on enhancing understanding and confidence when dealing with everyday legal documents for non-experts. By revealing the benefits of translating legal texts into plain language, this research highlights the importance of intralingual translation in improving the comprehension of legal documents for the broader population.

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Introduction

According to Stolze (2013:59), law, based on its purpose, is a system of the social convention which is defined by social agreement and legislation that regulates the orderly living together of people within their culture. It has been created and developed in history and governs all aspects of life, dealing with offense and crime, trade, family affairs, administration, education, etc.

People have always faced challenges in the area of language and the law while interacting with the legal domain. Their unfamiliarity with the legal terms, and the difficulties they face while reading even a simple legal text, sometimes lead to a lawsuit and/or loss of money or property. This unfamiliarity is not due to the lack of education or knowledge, since even highly educated people can make a mistake if they want to do a simple legal task like buying a car, renting a house, or signing their job contract by themselves. It is due to the complicated nature of legal language, and, as society and laws become even more complex, lawyers become more essential than ever. It could be thus said that one of the roles of a lawyer is to translate the relatively uniform language of law to the practical language used by the client. This role of lawyers as legal experts is condemned by Tiersma (2000) who asks about the reason for not writing more clearly, concisely, and comprehensibly. He indicates that legal experts can communicate well enough when they want to. So why must so many important legal documents, the ones which govern our rights and obligations as citizens, be in almost unintelligible legalese?

According to Tiersma (2000), it is crystal clear that the legal profession has tended to be quite conservative, especially in the past. However, old habits and traditions cannot fully explain why modern legal experts persist in using archaic jargon over the centuries. Lawyers can speak understandably to jurors during a trial. Therefore, if legal documents are impossible to understand or interpret, it is more than a matter of tradition. For instance, legal experts can be creative and innovative when it suits their purposes, as can be seen in neologisms that have

been coined by them, such as:

Palimony		Alimony paid to a "pal" or unmarried partner.
Hedonic damages		Money damages for loss of the pleasure of life.

Tiersma (2000) believes that what makes legal texts different from other specialized texts are legal terminology and each country's legal system so that legal terms are considered culture-specific items. The writing style in legal texts is also different from the writing style in other fields of science. The sentences are lengthy and terms are sometimes archaic. Besides, every nation adopts a particular legal system. For example, the British legal system roots in common law while the French and Spanish legal systems are based on statute or civil law. However, the Iranian legal system, which is the main focus of this research, is a mixture of common law, statute law, and Islamic jurisprudence. Since the language used in Persian law is unified with the Arabic language, most of the technical terms in Persian legal texts are Arabic loan words, and thus lots of legal terms are difficult to understand, or even completely incomprehensible to the average citizens. There are also legal terms that have different meanings in law and general language. For example, according to Emami (2006) “حدود” (hodud) means “limits or boundaries” in general language, but it has a different meaning in legal language: “religious punishment”.

Stolze (2013:61-63) points out that legal language as a specialized language has two kinds of addressees: the lawyers and the general public. Its terms have a double coding: a specialised and a lay meaning, although they use the same linguistic frame or form. This is true for all fields of legal discourse in all languages. Standard lexemes like *man*, *woman*, *father*, *animal*,

birth, object, marriage, equality, etc. are fixed into some specific usages by legal discourse. For example, a “*father*”, is not only somebody who fathered a child, but he is also legally responsible for the child’s maintenance (according to varying national rulings). Therefore, the concept is also important in this situation. A *dog* is not only a beloved animal, a pet, but also an object with a certain value to be determined in case of damage.

These problems are not limited to a particular country or language. This realization led to the emergence of movements such as the “Plain English Movement” (Meza et al., 2020) about five decades ago. The movement has expanded beyond English-speaking countries and has been adopted in places like Japan since the 1970s, as will be explained in the first chapter of this dissertation.

Like any other movement throughout history, the “Plain English Movement” has had its proponents and opponents. For example, Wydick (1979:3) claimed that lawyers were expected to use eight words to say what can be said in two, which was considered redundant by him and, more recently, Haigh (2004:37) stated that “All legal writing should aim at achieving three goals: clarity, consistency and effectiveness”. He claimed that “writing of all kinds should be as easy to understand as possible”. On the other hand, opponents like Driedger (1976) declared that anyone who wants to understand a statute must read it several times slowly and carefully and accept the fact that reading legal texts is not like reading the morning newspaper, and Hiltunen (1990) believed that rephrasing legal terms may change the judicially-defined meaning of them and advised against it.

All the plain language movements are based in the idea of intralingual translation to simplify texts, even if they do not use this term. According to Jakobson (1959:233), intralingual translation or rewording is an interpretation of verbal signs using other signs of the same language. Gotti (2016) believes that intralingual translation establishes a direct link with the public’s general knowledge, which makes the content easier to identify.

Motivation for this research

I came up with the idea of writing this doctoral research dissertation when I, as a layperson in Iran, found myself in a prolonged legal situation that ultimately required me to hire a lawyer. The situation grew increasingly complex, and I struggled to understand the court's answers. I found it challenging to articulate my petitions to the court, as they required formal letters filled with complex terms. This situation, the difficulties I had and the time I spent dealing with a legal issue, as well as the reality that this happens to many individuals on a regular basis, led me to believe that something should be done about it. It seemed like I was in a foreign country with all of the uncertainty this brings.

Then, during my years as an MA student, I came to learn about intralingual translation and that led me to find out more about it and eventually to see that this problem exists in other countries. I found the references to the Plain English Campaign and became interested in the topic. My personal interest in this Ph.D. dissertation, therefore, is to be able to provide evidences that intralingual translation can bring confidence to average citizens who are facing legal-related situations in different aspects of their every-day lives. These situations, which go from renting an apartment or signing a marriage agreement, are part of every-day life of all citizens. Needless to say, understanding the legal documents is very important because a small misunderstanding can have terrible consequences. In most cases, people hire a lawyer, which is acceptable, but some people are not able to afford the high expenses of hiring a lawyer. Thus, this study seeks to prove that intralingual translation of everyday legal documents can make a difference in the lives of average citizens, who are not legal experts.

Hypothesis and objectives

According to Zethsen (2009:800), in practice, we see many kinds of intralingual translation, numerous varieties of expert-to-layman communication, easy-readers for children, subtitling for the deaf, summaries, some kinds of news reporting, new translations of classics, etc.

However, few researches have been focused on intralingual translation of legal texts. This adds to the fact that the interest of researchers in Translation Studies has mainly focused in interlingual translation, rather than intralingual translation.

Therefore, to consider legal intralingual translation more precisely, the dissertation starts with the following research question: What is the impact of intralingual translation to simplify every-day Persian legal texts in Iranian average citizens' comprehension of these texts? This question could be broken down in three questions:

1. Do average citizens fully understand commonly used legal texts in Iran?
2. Can intralingual translation help to solve this problem for Iranian citizens?
3. Does intralingual translation into plain Persian have a clear impact on Iranian citizens' comprehension of these legal texts?

To answer the research question, a general hypothesis has been formulated:

Hypothesis

Iranian citizens will understand better and sign with more confidence every-day legal documents translated into plain Persian than the original version of the same documents in Persian.

This hypothesis has then been broken down into three working hypothesis that can be measured and tested:

1. Average Iranian citizens will need less time to read commonly used legal documents if they are translated into plain Persian.
2. Average Iranian citizens will understand better commonly used legal documents if they are translated into plain Persian.
3. Average Iranian citizens will sign commonly used legal documents with more confidence if they are translated into plain Persian.

To test these hypotheses, the following objectives haven been set:

1. Establishing a theoretical framework for the research. More precisely, exploring the literature regarding intralingual translation, the different plain language movements around the world, the basic notions of legal translation and the main sources of difficulty within.
2. Designing an empirical study to test the hypothesis, which includes finding the most suitable methodology. This objective involves several steps that could be considered sub-objectives:
 - a. Operationalisation of the construct into dependent variables and indicators that can be measured.
 - b. Designing an experiment, considering the role of the different variables (independent, dependent, possible confusion variables).
 - c. Creating and piloting a measuring instrument.
 - d. Defining the universe and population and choosing a sampling method.
 - e. Finding the subjects for the study.
3. Carrying out the empirical study
4. Analysing the data obtained
5. Discussing the results
6. Drawing conclusions

Methodology

The methodology varies in the different stages of the thesis, according to the objectives pursued:

- For Objective 1, a literature review and a synthesis are conducted to identify key concepts, theories, and debates relevant to the research question.
- For Objective 2, the scientific method is applied to design a quasi-experiment within

the framework of a survey design and to determine the appropriate measurement scales for each variable and indicator. The independent, dependent, and potential confusion variables are identified, and a questionnaire is developed and piloted to assess validity and reliability. The population to be studied is defined, and an appropriate sampling method and sample size are selected to recruit study participants.

- For Objective 3, the empirical study is actually carried out, including data collection from study participants, through online and face-to-face questionnaires.
- For Objective 4, different statistical analyses are applied to identify significant findings.
- For Objective 5, the findings are interpreted in the context of the research question, hypotheses, and theoretical framework.
- Finally, for Objective 6, the main findings are summarized, and conclusions are drawn based on the findings. The implications of the findings for theory and practice are discussed, and directions for future research are suggested.

Thesis structure

This thesis is structured as follows:

The **introduction** emphasizes the significance of comprehending legal texts in various societies, particularly Iran, and describes the motivation behind this thesis. Additionally, the research questions, hypothesis, objectives, methodology, and overall structure of the thesis are briefly explained.

Chapter one focuses on intralingual translation, which has not received the same level of attention as interlingual translation. Jacobson's categorization of translation is considered, followed by a review of the "Plain English Movement" around the world.

Chapter two provides a brief overview of legal translation and the related notions within this specialized domain. The chapter covers the history of legal translation, the primary sources of difficulty, and the strategies employed to translate legal texts. The chapter also addresses legal

terminology and concepts. The remainder of the chapter is dedicated to legal genres, including private legal documents, domestic legislation, and international legal instruments. The chapter provides a descriptive framework for defining the various legal text types used in the empirical study to test the hypotheses.

Chapter three is devoted to describing the corpus used in the study. The chapter begins by explaining the three selected text types for the study and how the corpus was managed. The chapter then provides three sections, devoted to the three specific text types used in the empirical study. Each section defines the text type, presents and analyses the specific Persian legal text used in the study, including the specialized terminology, and provides the intralingual translation into plain Persian.

Chapter four covers the methodology of the empirical study, including the quantitative research approach and the experimental design of the study. The chapter primarily focuses on the theoretical considerations related to the data collection procedure, participants, and measuring instrument used in the study, which is a questionnaire. Additionally, the chapter addresses the sample size of the study.

Chapter five presents the results of the empirical research carried out, which consists of four studies. The chapter presents the study's findings, and provides a separate discussion of each variable to ensure a clear and thorough analysis.

The **conclusions chapter (chapter 6)** begins with an overview of the investigation, the discussion of the hypotheses and the degree of accomplishment of the set objectives. The chapter continues by discussing the conclusions drawn from the study, and concludes by outlining potential directions for future research and new research questions that have arisen.

The **References** section presents all the bibliography consulted and/or cited in this study. Finally, the **appendixes** include various questionnaires and translation of texts related to the research study conducted, such as the Persian and English versions of the lawyers'

questionnaire (appendixes 1 and 2); the Persian version of the repeated reading questionnaire (appendix 3); the Persian and English versions of the online study questionnaire (appendixes 4 and 5); and the Persian and English versions of the face-to-face study questionnaire (appendixes 6 and 7).

Chapter 1: Intralingual translation

1.1 Overview

As stated in the introduction, the aim of this doctoral research is to focus on intralingual translation, which is not commonly or researched in the field of Translation Studies. Therefore, this chapter begins by providing a definition of intralingual translation and situating it within the broader framework of Translation Studies. The chapter also explores the plain language movements, which represent an example of intralingual translation, whether it is explicit or implicit. The opinions of both proponents and opponents of these movements are explained. Finally, the situation of these movements in some countries around the world, particularly in Spain, are discussed.

1.2 Jakobson's Categorization of Translation

According to Da Silva (2017:72), Roman Jakobson was undoubtedly one of the greatest linguistics theorists of all times, whose prolific discourse extensively engaged with the intricacies of translation. As mentioned by Jia (2017:31), Jakobson was inspired and influenced by Peircean tripartites and believed that the meaning of any linguistic sign is its translation into some further, alternative sign, especially a sign that is more fully developed. Queiroz and Aguiar (2015:204) explain that Peirce's semiotics, which can be seen in Figure 1, is based on a list of logical phenomenological categories including firstness, secondness, and thirdness, which makes up the formal foundation of his model of semiosis and of his classifications of signs.

Firstness	Secondness	Thirdness
<ul style="list-style-type: none"> • What is such as it is, without reference to anything else. 	<ul style="list-style-type: none"> • What is such as it is, in relation with something else, but without relation with any third entity. 	<ul style="list-style-type: none"> • What is such as it is, insofar as it is capable of bringing a second entity into relation with a first one in the same way that it brings itself into relation with the first and the second entities.

Figure 1 Peirce's semiotics phenomenological categorization (Queiroz and Aguiar, 2015:204).

According to Queiroz and Aguiar (2015:205), Peirce's model suggests that any description of semiosis involves a relational complex constituted by three terms irreducibly connected by relations of determination between Sign, Object, and Interpretant (S-O-I). The irreducibility indicates a logical property of this complex. The sign process must be regarded as associated with the interpretant, as an ongoing process of interpretation, and it is not decomposable into any simpler relation. In other words, the Object through the mediation of the Sign determines the Interpretant.

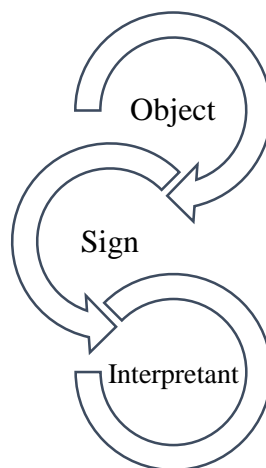


Figure 2 Semiosis as a relation between three irreducibly connected terms from (Queiroz and Aguiar: 2015).

Da Silva (2017:72) points out how Jakobson, through his famous 1959 work, "On Linguistic Aspects of Translation," attempted to explain how the translation mechanism functions. According to Jia (2017:32), Jakobson's tripartite division of translation has been very

influential, and has been cited and quoted in all kinds of reference works regarding Translation Studies, Linguistics and Semiotics, and is widely accepted in European and American academic circles. Jakobson (1959:233) classified translations into three possible kinds: intralingual, interlingual, and intersemiotic:

- Intralingual Translation or rewording is an interpretation of verbal signs using other signs of the same language.
- Interlingual Translation, or translation proper, is defined as an interpretation of verbal signs through some other language.
- Intersemiotic Translation or transmutation is an interpretation of verbal signs by means of signs of nonverbal sign system.

Regarding intralingual translation, Da Silva (2017:72) states that the translation presented in dictionaries, reformulations of sentences, paraphrases, etc. are all among intralingual translation examples. According to Jakobson (1959:233), intralingual translation or rewording is an interpretation of verbal signs by means of other signs of the same language. According to Denton (2007:244), intralingual translation has been variously identified with summary, paraphrase, explanation, definition, reporting, rephrasing, etc. Besides the definitions and the names by which intralingual translation is called, the important thing is that, as Zethsen (2009:800) mentions, it is not possible to find abundant research regarding intralingual translation, although, in practice, there are plenty of examples of intralingual translation, like expert-to-layman communication, easy-readers for children, etc.

Comparing intralingual translation to interlingual translation, Zethsen and Hill-Madsen (2016:693) believe that, if interlingual translation consists in the transcending of a linguistic barrier, between two different language systems, then intralingual must be defined as the crossing of a language-internal barrier. Therefore, it appears that intralingual should be identified with rewriting between different varieties of the same language, for example, (a)

dialectal (social and/or regional), (b) temporal (between diachronic varieties) or (c) functional (between different genres).

Table 1 Examples of Intralingual Translation adapted from Zethsen and Hill-Madsen (2016:693).

Dialectal:	Subtitling of geographically peripheral dialects in the standard variety.
Diachronic:	Modern-language versions of pre-modern literature such as Shakespeare.
Intergeneric:	Rewriting of specialized LSP texts for a lay readership.
Intergeneric:	Summarizing for a new target audience.

In intersemiotic translation, according to Gottlieb (2007:3), the one or more channels of communication used in the translated text differ from the channels used in the original text. In other words, the source and target texts are semiotically non-equivalent. This category includes all kinds of translations of any particular work serving as a book, a movie, or a video game to another form of textuality or media platform.

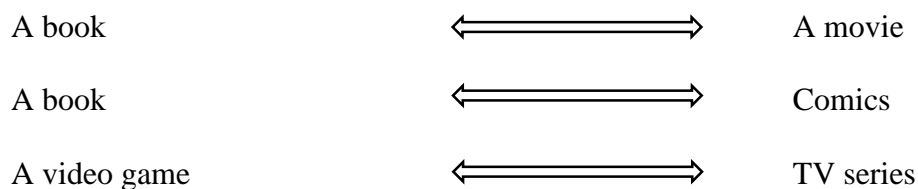


Figure 3 Examples of Intersemiotic Translation, adapted from Gottlieb (2007).

Da Silva (2017:72) mentions that the noticeable point is that when Jakobson took the above-mentioned types of translations into account, he connected them with the communication scheme, which was presented a year later in his work “Linguistics and Poetics” (Jakobson, 1959). This scheme explains that an addresser sends a message to an addressee, within a context, through a contact, using a code. Each element of this scheme involves a kind of language function. The language functions are the following:

(1) **Emotive function**, in which the communication emphasizes feelings and emotions of the addresser, and there may be uses of interjections and other signs that indicate some emotion.

(2) **Poetic function**, which is centered on the message itself, it is common in poetic texts and also in advertisements, where the attention is focused on the structure, rhythm, and sonority of the message.

(3) **Conative function**, which is emphasized in order to reach out or to make the addressee do something, such as imposing orders and other imperative expressions.

(4) **Referential function**, where the focus is on the subject. This function is common in scientific and journalistic texts.

(5) **Phatic function**, which tries to establish, lengthen or interrupt communication, such as greetings.

(6) **Metalingual function**, where the code itself is emphasized, through explanations and/or descriptions.

Figure 4 Language Functions from “Linguistics and Poetics”(Jakobson: 1959).

These functions can be observed in nearly any type of communicative act and that there is no act that contains only one function. In fact, they always follow a hierarchy, so that one of them stands out above the others.

According to Jakobson (1959), each function would stand out as shown in Figure 5.

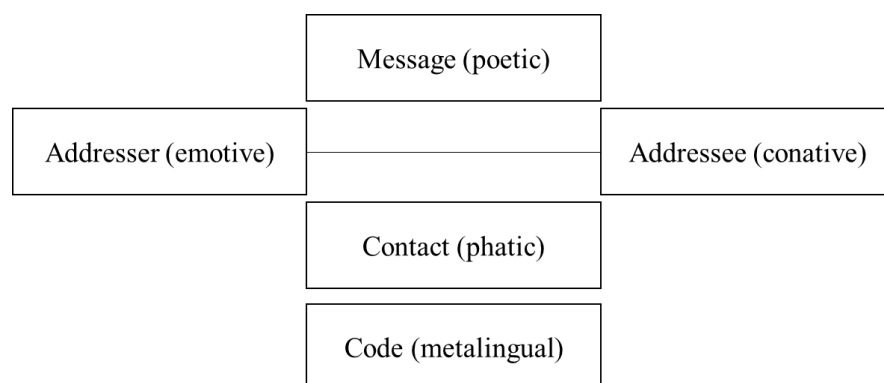


Figure 5 Language functions hierarchy according to (Jakobson: 1959).

As mentioned by Da Silva (2017:73), in Jakobson’s classification of translation, the intralingual translation would require the modification of the message, but the other elements would remain the same. Regarding the level of functions, the referential and the poetic would

certainly change, with more emphasis on the referential, but the other functions could also be modified. The example explained in this regard is the possibility of saying that someone is not married instead of saying that he or she is single, depending on the recipient (a lover aspirant or a relative) and the context (a party or a family event). Considering the situation of reading a story to a child, the intralingual translation makes the adult explain certain passages or words; therefore, the metalingual function of the message is changed as well as the child's perception of the story.

Concerning interlingual translation, according to Da Silva (2017:73), the code changes, and with that, the message would also be modified. When the code and the message are modified, the poetic and metalingual functions are also re-hierarchized, and the conative and referential functions could also suffer.

Regarding intersemiotic translation, Da Silva (2017:73) notes that changes occur in virtually every element of the communication process: context, message, code, contact, and addressee. Therefore, the communicative functions are radically reorganized. As a result, for instance, people who read a book often criticize the translation of this work into a movie. These people believe that something is missing in the movie, or that there are absolute changes, or simply that "the book was better." Such readers were familiar with the impressions and emotions conveyed by the communicative acts of the book, and by recalling the passages and excerpts now turned into a film, they fail to redo the earlier associations.

According to Albachten (2014:574), Jakobson's categorization is an important attempt to explain translation in a broad framework in which translation is not defined only as an interlingual process or the product of such a process. This categorization presents a wider range of translations on phenomena into the academic discipline of Translation Studies. Regarding the three presented categories, Jakobson (1959) labels interlingual translation as "proper" translation, which weakens his attempt to broaden the definition of translation by including

intralingual and intersemiotic forms of translation. His categorization is considered problematic as it does not consider the challenges of distinguishing borders between languages. Regarding the semiotic viewpoint, this categorization is also criticized and it is claimed by Sturrok (1991) who believes that there was no need for Jakobson to have categorized translation into the intralingual and interlingual kinds, when both of these are forms of riveting.

However, the critical analysis of Jakobson's classification according to Jia (2017:33) explains that Jakobson (1959) did not propose a clear definition of either a sign or translation. Based on the semantic interpretations of a verbal sign, he offers his tripartite division of translation, with the unavoidably unclear boundaries between interlingual and intersemiotic translations, thus is subjected to the criticism of Toury (1986), Eco (2001), and Torop (2002) among others:

Toury (1986) pointed out that Jakobson's division of three types of translation takes verbal signs as a point of departure and is too strictly bound to a linguistic point of view. Indeed, it is too strongly based in structuralism, as evidenced by the use of the term equivalence. He then proposed substituting Jakobson's triadic division with a dyadic division named intrasemiotic and intersemiotic.

Eco (2001) proposed his tripartite division and put Jakobson's intralingual, interlingual, and intersemiotic translation into intrasystemic interpretation and the first part of intersystemic interpretation, took into account the semiotic transformation from verbal signs into behavioral signs, and extended Jakobson's intralingual translation to adaptation and a continuum of synonyms.

Torop (2002: 596–597) found Jakobson's division inadequate, and proposed his own theory, which was formed in 1995 and complemented in 2000, namely:

- (a) textual translation or ordinary translation;
- (b) metatextual translation or description via criticism, advertising and other texts of this kind;
- (c) in-textual and intertextual translation or transmitting or introducing a foreign word into a

text, and

(d) extratextual translation or translating out of a text, using other semiotic material, for instance, in adapting literature to film.

1.3 Plain English Movement

According to Relinque (2017:85), legal language has been characterized as a far-fetched, archaic and complex language, which makes it incomprehensible to the average citizens. Bestué and Orozco-Jutorán (2011:183) state that the specific features of the legal language should be compatible with clarity, since it is not only addressed to legal and administrative professionals, but also citizens in general. Alcaraz & Hughes (2002:15) assert that a judicial system should seek ways to enforce the law to apply the language that is comprehensible to the average citizens who require it. However, many professionals openly speak out against the simplification of legal language. In this sense, several movements among which are the “Plain Language Campaigns” arose to make legal language something understandable by lay people, i.e. average citizens. The different “plain language movements” have been defined by various researchers:

Table 2 Plain Language Movement Definitions.

Gutts (1995:3)	The writing and setting out of essential information in a way that gives a cooperative, motivated person, a good chance of understanding the document at first reading, and in the same sense that the writer meant it to be understood.
Riera (2015:148)	This movement is to encourage legal professionals to write clearly, avoid awkward and complex language, and take the lay reader into consideration.
Meza et al.	The plain language movement’s origin goes back to the proposals which

(2020:358)	were advocated by consumer defence organizations in the United States and United Kingdom. This movement seeks to solve the problem of citizens when reading and understanding specialized documents in communicative practices that are realized in stereotyped discursive genres, written in a very formal and specialized register and far from the standard register shared by the average citizen.
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Regarding the above-mentioned definitions and according to Meza et al. (2020:358), “a communication is in plain language if its wording, structure, and design are so clear that the intended readers can easily find what they need, understand what they find, and use that information” (International Plain Language Federation, 2019)¹. Therefore, the purpose of this movement is to ensure that readable texts are written in specialized contexts.

Regarding the readability, Montolío (2012b) proposes the following factors:

¹ <https://www.iplfederation.org/>

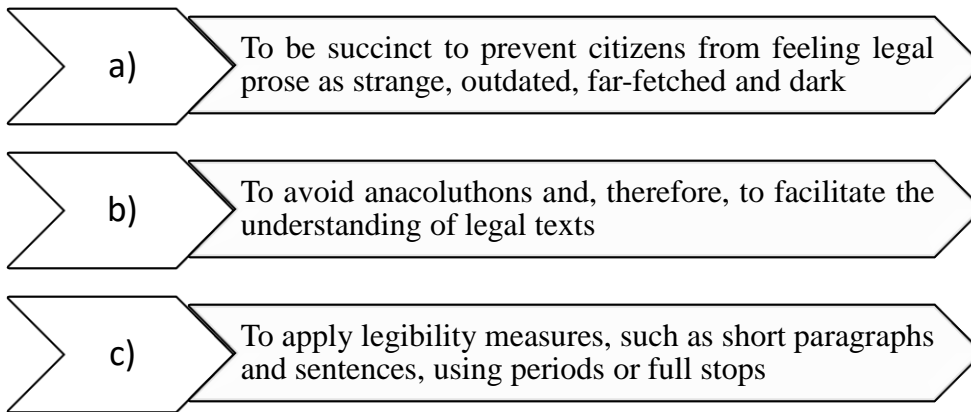


Figure 6 Text Readability Features (Montolío: 2012).

Plain language advocates have put forward various linguistic techniques to simplify legal texts and enhance their clarity and comprehensibility. Drawing on the works of authors such as Kimble (1992), Campaign (1996), Butt & Castle (2006), Williams (2007), and Adler (2012), guidelines have been developed that focus on the grammar, design, and structure of legal texts.

Language and grammar level:

- Substitute nominalisation by the use of verbs since they make the message clearer and more direct.
- Use the active voice instead of the passive when possible.
- Be concise and avoid using complex and wordy phrases.
- Substitute archaisms, and foreign words (Latin and French) by familiar words which tend to be shorter.
- Avoid doublets (null and void) and triplets (give, devise and bequeath).
- Avoid overusing shall and replace it by must or the present simple, or in some cases by may.
- Keep the Subject – Verb – Object structure and avoid intrusive phrases.
- Avoid the abundance of negatives.
- Write according to the grammar rules.

Design and structure:

- Reduce the sentence length to an average between 15 and 20 words.
- Keep paragraphs short using sub-paragraphs in order to avoid long blocks of text.
- Use lists or fragment sentences.
- Use blank spaces in margins and between sections.
- Avoid overusing initial capital letters, which are used in legal documents in terms that have been previously defined. It is better to use them only when the language norm requires it.
- Use tables, graphs, diagrams and charts to make explanations clear
- Use italics or bold letters for the heading or as emphasizing techniques. Present this as a figure or table to make the reading of it easier.

Figure 7 Guidelines taken from the works of Plain English defenders such as Kimble (1992), Plain English Campaign (1996), Butt & Castle (2006), Williams (2007) and Adler (2012) adapted from Riera (2015:149).

The Plain English Campaign (2015) explains how to make the wording clearer and simpler in English on its website. The main guidelines are:

- Keep your sentences short with an average sentence length of 15 to 20 words.
- Prefer active verbs.
- Good uses of passives.
- Use 'you' and 'we', even if the reader is only one of many people you are talking about generally.
- Use words that are appropriate for the reader, say exactly what you mean, using the simplest words that fit.
- Don't be afraid to give instructions.
- Avoid nominalizations.
- Use lists where appropriate for splitting information up.
- Use positive language.
- Make enumerations when necessary.

The Plain English Movement, like any other movement, has had its opponents and proponents.

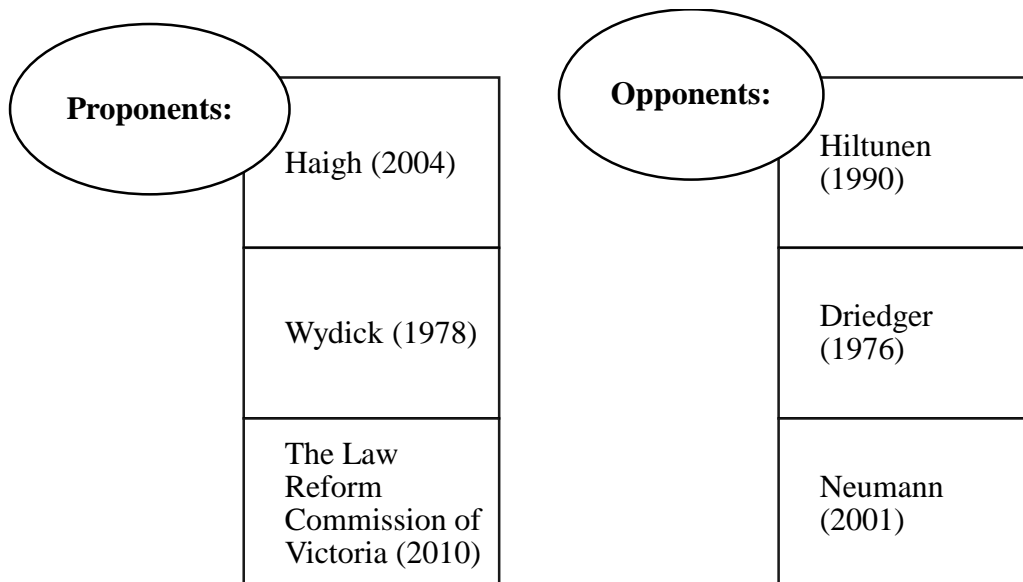


Figure 8 Proponents and Opponents of Plain Language Movement.

According to Shiflett (2017:11), Haigh (2004:37) is one of the proponents of plain English as he states that all legal writings should have three purposes including clarity, consistency and effectiveness and also that writing of all kinds should be as easy as possible to understand.

Wydick (1979) also mentions that lawyers cannot write plain English, so they use eight words to say what could be said in two. They also prefer old, arcane phrases to express commonplace ideas. As the idea behind this writing style is to be precise and not miss anything, their writing becomes redundant, twisted and confusing.

On the other hand, Hiltunen (1990:104) explains that the reform movement has by no means been unanimously welcomed within the legal profession as it is not possible to write simplified legal documents that would be as precise, comprehensive and unambiguous as those written in the traditional legal language. It is necessary to consider that simplification of legal language, which has been developing and establishing for hundreds of years, may not be as simple as one would hope. One of the potential issues in such a process is complexity of the content. Complex ideas often require complex language and many times cannot be expressed in plain language. Another potential issue is the matter of judicially-defined list of the meanings that are attached to certain words and phrases. Rephrasing them may shift their meaning, which would have to be newly established.

Driedger (1976:23) also says that every word in a statute is intended to have a definite purpose and no unnecessary words are intentionally used. Anyone who wants to understand a statute must be willing to spend a little time with it, reading it through, slowly and carefully, from beginning to end, and then re-reading it several times. An ordinary reader must simply accept the fact that he will not be able to understand the full implications of a bill, as it is a serious document meant to be precise, not to be read like the morning newspaper. Neumann (2001) compares the words to surgeon's tools and states that the words are the principal tools of lawyers and judges, whether we like it or not. They are to us what the scalpel and insulin are to the doctor. This statement shows Neumann's belief that the form of legal language is a delicate matter and it is a balance not to be disturbed.

1.3.1 Plain English movement in Spain

According to Relinque (2017:86) although several ideas regarding Plain Language Movement have been launched by the Government and a Judicial Transparency Plan has also been created in Spain, it can be stated that very little progress has been made in this regard. The first movements in defence of the simplification of legal and administrative Spanish language began in 1958, when an Order of the Presidency of the Government was published by which the archaic formulas of salutation and farewell were eliminated.

According to Relinque (2017:91), nearly thirty years later, in 1986, a Ministerial Order was published establishing rules to improve clarity and conciseness in the drafting of administrative documents. These two orders were relevant because they established a new way of understanding the relationship between the citizen and the Administration. Continuing with this desire to modernize language, the Ministry for Public Administration commissioned the drafting of the *Manual de Estilo del Lenguaje Administrativo*, which was published in Madrid in 1990. It presents about sixty forms and documents already drafted without useless or outdated forms and tries to strip the text of everything superfluous and accessory that traditionally recharged the administrative message. It also introduces a series of guidelines on the form and structure of draft laws. The purpose of these guidelines was to improve the technical and linguistic quality of these documents for the benefit of legal certainty. These guidelines were very important because they made the drafters of the General State Administration aware of the need to maintain quality wording in normative texts.

Subsequently, the Council of State prepared two reports. One, in 1992, mentioned the need to unite law and language, and another, in 1993, suggested to the Government the need to improve the clarity of Community law and regulatory techniques. The General Council of the Judiciary also published two volumes devoted to legal language - one in 1997 and the other in 2000

(Ministry of Justice, 2011: 8). Along these lines, in 2001, the Charter of Rights of Citizens before the Justice was created, which established that citizens have the right to understand the language used. The search for a transparent and comprehensible justice system is therefore proposed (Ministry of Justice, 2011: 6).

The latest advance was the publication in October 2016 of the *Dictionary of Legal Spanish*, which contains thirty thousand entries spread over 1669 pages. In the elaboration of this dictionary, 130 professors from Spanish universities selected by legal specialties participated; it was carried out following the traditional methods of the Royal Spanish Academy: "it is based on brief definitions enriched with indications of use of each word or locution and with documents extracted from laws or jurisprudence" (Royal Spanish Academy, 2016).

Considering the above-mentioned progress in this field, Alcaraz Berenguel (2009) recommends the following to present clear and accessible Spanish legal language to the citizens:

- Use simple and short sentences.
- Use verbal forms in active voice.
- Avoid technicalities and foreigners.
- Eliminate the protocol.
- Write the documents considering the recipient and consider that there is no superiority between the Administration and the administered.

Cassany (2005:41) has also studied plain language in Spain and reviewed the communicative style Spain inherited from the dictatorship, Spain's conception of plain language, the goals it set for the four most widely used languages in the Spanish territory, besides Spanish, and the results achieved. In Spain, Aranese, Basque, Catalan and Galician languages are spoken and, with the political changes in Spain after 1977, Spanish institutions began to adapt their

language to the needs of a modern democratic society that could better reflect citizens' rights and obligations. This process was done for all four languages with a different starting point, according to their historical and typological differences. However, many principles for plain writing apply to all four languages. Since then, regarding the public sector, according to Cassany (2005), governments and local administrations were the first to change the style of their discourse with citizens. Various public agencies and language schools offered recommendations for simpler discourse and published simplified forms and, in the legal writing, the process has been slower but notable efforts have also been made. Other public institutions such as universities, town councils, labour unions and chambers of commerce have also actively contributed to creating and publicising plain language. All these efforts are gradually making communication more comprehensible in Spain. As a result, people are coming to understand that they need not use complicated or obscure language to make what they have to say sound important.

1.3.2 Plain language movements around the world

According to Riera (2015:148), in 1979, the United Kingdom experienced the Plain English Campaign, which began by Chrissie Maher and Martin Cutts fighting “gobbledygook and jargon”. They believed that the legal sphere is not only supposed to replace jargon with common words, but also to consider the content and the layout of the text. As a result, they attempted to provide services for rewriting documents and courses to train people based on Plain English. In their first booklet, entitled *Writing Plain English*, Butt & Castle, (2006:81) provided several recommendations including using everyday words, selecting a clear layout and typeface, and building sentences with no more than two clauses. The organizations whose purpose is to promote the aims of Plain English Movement are now active, besides there are

other organisations that support the application of Plain English such as Clarity² and the Plain Language Commission.³

Regarding the United States of America, according to Clauss (2020:6), the government of this country created an online website in 1994 for resources related to writing in plain language. The Plain Language Action and Information Network⁴ (PLAIN) was created to help government officials across different departments write in plain language. United States PLAIN is comprised of government employees from multiple departments who are determined to promote clear and effective communication and is presented in an easy-to-read bulleted fashion, explaining the benefits of using plain language. In order to contact them, there are various ways like email, Twitter, LinkedIn etc. They offer two kinds of plain language training as well. In their view, when something is written in plain language, the point is identified sooner and is more understandable and precise. As a result, the chance that information is misunderstood is lessened. There are numerous active organizations in the plain language movement, like the Center for Plain Language⁵, Clarity, and the Plain Language Association International⁶. Another important milestone in this campaign happened when President Barack

² <http://www.clarity-international.org/>

³ Plain Language Commission provides a range of services designed to help businesses, government bodies and individuals improve their written communications. They offer the Clear English Standard for external accreditation of documents and websites. Their team also provides intensive training courses and an online course. Plain Language Commission works with clients throughout London, the rest of the United Kingdom, and many other parts of the world. Source : <https://www.clearest.co.uk>

⁴ <https://www.plainlanguage.gov/about/>

⁵ <https://centerforplainlanguage.org/about/>

⁶ <https://plainlanguagenetwork.org/>

Obama signed the Plain Writing Act of 2010, which defines plain language as writing that is clear, concise, well-organized, and follows other best practices appropriate to the subject or field and intended audience. The Act requires that each agency has resources that will monitor documents to be released to ensure that the text follows the guidance of the Act. Besides, agencies have to train their employees in plain writing and have a point of contact for employees to access resources. Therefore, each agency website must contain a section designated to plain language and clear communication.

According to Bhatia (2005), despite the well-established situation of plain English movement in countries like the UK, the USA and Australia, it has not gained a strong presence in many Asian countries, including India, China, Singapore and Hong Kong. However, legal writings have been influenced by plain English practice in these countries as well. It is also important to notice that the writing style of legislation in Asia is generally plainer than public and bureaucratic writing which means involving complicated rules and processes that make writing unnecessarily slow and difficult. This is because some Asian countries made the content and style of their new laws based on the developed democracies of the west. Therefore, although there has not been a visible campaign for clear legislative writing in Asia, most Asian countries have introduced simpler versions of laws to increase public awareness of new and existing laws.

Hill (2005:48) also considers the plain language movement in Japan, which is not a frequent phenomenon since traditional legal English is more popular among lawyers and translators. Hill explains that post-war Japan has also made significant efforts toward modernizing legal Japanese. While legal Japanese is still often identified as such, there is not the huge gap between ordinary and legal Japanese that there is in English. According to Hill, a tradition of using traditional legal English has grown up among Japanese-to-English translators and Japanese lawyers. They do not seem to realize that plain English serves the purpose of legal translation,

as was shown in an international Japanese to English translation conference which was held in Yokohama in 2004 where the weak presence of plain legal English in Japan became clear.

In Israel, according to Kaplan (2005:36), there is also a plain legal language campaign. The Hebrew language is written mostly without vowels. Therefore, sentences in Hebrew take up much less space than their English equivalents. However, it is the condensed Hebrew syntax that really shortens the sentence. In fact, most prepositions and conjunctions are prefixed onto the word they modify as one letter. Thus, the little words like “and”, “the”, “to”, “in”, “as”, and “from” tend to disappear in a Hebrew document. Even compound prepositions such as “to the” and “in the” can be expressed as a one-letter prefix in Hebrew. Besides, possessive pronouns such as “our” and “your” are often suffixed onto nouns, saving even more space. To sum up, Hebrew is by nature a coherent language and most of the verbs are regular and easily conjugated. Related words tend to have a common root making it easy for readers to interpret words, even in legal language. However, lawyers in Israel, like many lawyers around the world, seem to prefer a dense and highly formal style. Legal documents are generally with long and complex sentences, passive voice and archaic language. This phenomenon of Hebrew legalese is especially ironic since the ancient Hebrew legal language in the Bible is a model of clarity. Unfortunately, the international trend toward plain language has not yet taken hold in Israel; legalese conventions that have been dropped from British and American documents are still very popular in their Hebrew counterparts, particularly in contracts.

Regarding Italy, Williams (2005:30) states that Italian bureaucracy and Italy’s legal system are complex and sluggish. The situation of plain language in Italy has undoubtedly improved in the last ten years. It has been officially recognised that there is a problem with the language of public administration, and it has been addressed, at least in part. What is lacking is a widespread determination among the general public and the state to apply plain language principles to other areas where citizens may feel excluded simply because they cannot understand what is being

said. According to Williams (2005), while consumer movements are fairly active in Italy, they have not yet fully grasped that plain language lies at the heart of the desire for reform and change. Few people in Italy would deny that complex language could be a problem, but there is not yet the perception that charity begins at home and that lasting results can only be achieved by forming public associations to tackle the practical issues at hand.

With regards to the development of plain language in Persian, specifically within the context of Iran, which is the primary focus of this research, there has been a lack of significant progress thus far. The scope of research in Iran regarding plain language has been limited to only two works. Habibi (1995:36) has proposed that in order to ensure that the law is comprehensible to the general public, certain forms of communication and messaging can be simplified while expanding the vernacular. In the legal field, the language can be transformed and refined to enhance the order, determination, clarity, and accuracy of the terms, without sacrificing their meaning. Habibi suggests that instead of using technical expressions to express specific concepts, common, modern equivalents may be utilized

According to Habibi (1995,24), legal terminologies fall into three categories:

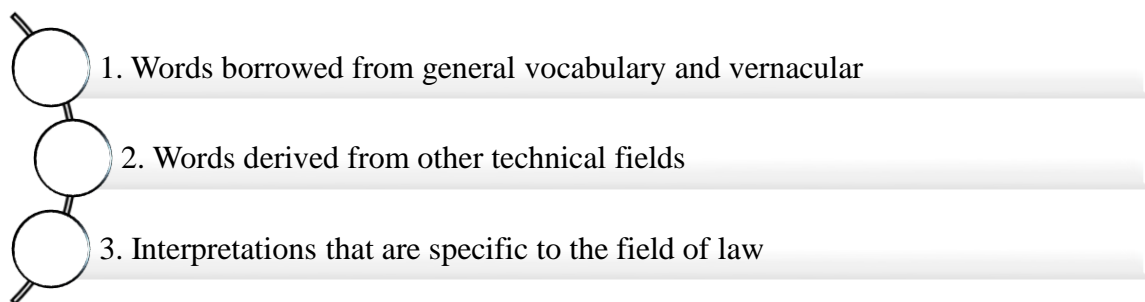


Figure 9 Legal terminologies categorization according to Habibi (1995).

In Iranian legal language, apart from Persian and Arabic, there are words borrowed from French and English languages. The origin of these foreign words (French and English) is mostly Latin and Greek.

- Some words are related to Greek public law establishments (Democrats, oligarchy);
- Others are derived from Latin (regime, senate, personnel);

- Others are borrowed from English (such as budget, committee check).

The major problem of synonymy and similarity of words is one of the most important challenges in Persian legal language. Besides, it is not homogeneous and does not have a united structure. It combines Islamic jurisprudence and law, the common Persian language of the common people, and also the terms and sentences of the new law (in the form of translation or adaptation of old words).

Habibi (1995b:27-30) indicates the following features regarding the writing style applied by the legal experts in Persian:

1. Subjects of the sentences are removed and a passive voice is used in the legal context as it is believed that the subject is a legal concept, not a special person.

2. Negative sentence composition is relatively abundant in expressing basic rules and principles.

3. There are also many negative sentences that are accompanied by a limit or rule, in other words, in these sentences, the rule and the exception are accompanied by each other

4. There are a lot of place and time adverbs in order to determine the references that cause the harmony and harmonization between the rule in question and the rules and regulations mentioned elsewhere.

5. The rules that express behavior are mentioned as a guide to "do's" and "don'ts" or the like, and are a report of commitment, prohibition, permission, and authority.

6. When personal commitments are expressed by the creators of the commitment, the sentences are written with the present tense and the first person, which is legally considered "meaningful".

7. When the pronoun of a legal act reporter is in the third person and usually present perfect tense, the sentence expresses the occurrence of an event by a legal authority that has the authority to take action and to achieve recognition.

8. Executive decisions are also written in the third person or expressed by our conscience. The number of verbs used in this mode of expression is relatively limited.

Figure 10 Writing style of legal experts according to Habibi (1995).

Sabri (2021), who is working in this particular field in Iran, has provided a book for lawyers in which he has focused on the accuracy and brevity of legal language, and his book is currently

used as a guideline for the lawyers that are starting their profession.

1.4 Summary

This chapter has been focused on the concept of intralingual translation, which refers to the process of translating a text from one form of language to another within the same language. The chapter began by discussing Jakobson's categorization of translation, which includes interlingual, intralingual, and intersemiotic translation. The chapter then went on to discuss the plain language movement, which aims to make language more accessible and understandable to average citizens. The movement has spread to different countries such as the UK, Canada, and Australia. The chapter also highlighted the development of the plain language movement in Spain and its success in promoting clear and concise communication. However, despite the growth of the plain language movement around the world, the chapter emphasized that Iran has not significantly considered this movement. This lack of attention to the plain language movement in Iran presents a challenge in terms of making important information accessible to average citizens.

Having provided an overview of intralingual translation and plain language movement leads to the next chapter, which focuses on the complexity of the process of translating legal texts and the potential barrier it presents to understanding legal texts.

Chapter 2: Translation of legal texts

2.1 Overview

The present chapter delves into the translation of legal texts, starting with a brief overview of the history of legal translation. Subsequently, the chapter outlines the main challenges involved in translating legal texts, as a related field of language for specific purposes. To facilitate understanding, the chapter presents definitions of methods, strategies, and techniques for translating legal texts. Further, the chapter explores legal terminology, as well as the notions of genre and text type, with an in-depth analysis of legal genres. The final section of the chapter examines the three common legal categories identified by Cao (2010), which have been chosen for the present research.

2.2 Legal Translation Studies

According to Biel and Engberg (2013:2), the field of Legal Translation Studies encompasses all forms of both pure and applied research within Holmes' map of Translation Studies. While Legal Translation Studies has traditionally been centred on product-oriented descriptive research, this type of research is only one category in Holmes' framework. Product-oriented descriptive research is the description of the phenomena in legal translation by analysing existing translations and research in the area that has mainly been qualitative rather than quantitative. As noted by Snell-Hornby (1986), the emergence of Translation Studies as a discipline in the early 1970s was primarily focused on literary translation, while technical translation was considered a subset of Applied Linguistics and viewed as an inferior form of mechanical translation. However, with the advent of Language for Specific Purposes (LSP) theory, the broader term LSP translation gained prominence and remains widely used today. Legal translation, as a distinctive form of Language for Specific Purpose (LSP) translation, has received significant attention from scholars and experts in the field. The concept of legal

translation has been defined, expounded, and studied by numerous specialists in this area. According to Prieto Ramos (2022:3), legal translation is a field of professional and disciplinary specialization that focuses on the communicative needs of the creation, application and dissemination of law in more than one language, whether between different legal systems or within the same national or supranational legal order. Cao (2007: 191) believes that legal translation as a type of specialist or technical translation is a translational activity that involves language of and related to law. It refers to the rendering of legal texts from the Source Language (SL) into the Target Language (TL).

According to Mattila (2006), the first example of legal text translation which has survived until today is the Peace treaty between the Egyptians and the Hittites, dating back to 1271 B.C. According to Šarčević (1997:23-28), another famous example of the early history of legal translation is the *Corpus Juris Civilis*, first translated into Greek and later into many other languages. Mattila (2006) indicates that in medieval times, legal translation focused on Latin, thus, texts were translated from different vernaculars into Latin and from Latin into various vernaculars.

According to Cao (2007:12), legal translation refers to the translation of texts used in law and legal settings. It is used as a general term to cover both the translation of law and other communications in the legal settings. For the legal translator, it is important to determine the status and communicative purposes of both the original text and the translation.

A different point of view regarding legal translation is that of Biel (2008:22), who states that legal translation is a special type of LSP translation involving cross-linguistic communication in the legal context. Legal translation, in contrast to other types of LSP translation such as medicine, science, or technology, tends to involve more cultural-specific issues than universal components, which can be attributed to the system-bound nature of legal terminology, as legal concepts are typically the product of a national legal system. This problem inevitably leads to

inconsistencies in legal conceptions across national systems.

According to Tiersma (2000), what makes legal texts different from other specialized texts is the specific legal terminology and each country's legal system, so that legal terms are considered culture-specific items.

Legal texts, like any Language for Specific Purposes (LSP) texts, contain some special features which are considered in different definitions. As quoted by Depraetere (2011:212), G mar defines a legal text as any text which is produced by:

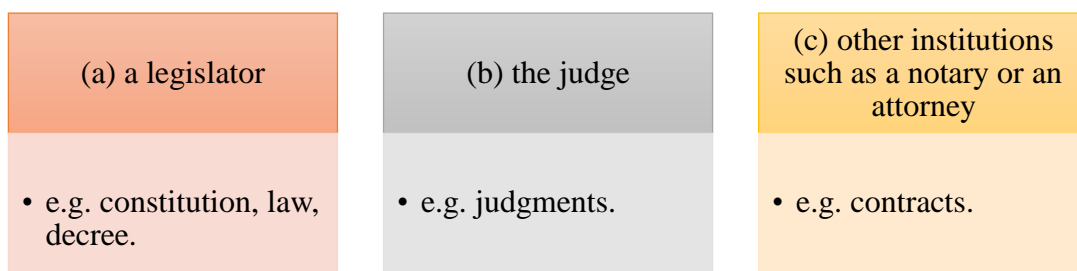


Figure 11 Legal text definition by G mar as quoted by Depraetere (2011: 212).

Berukstiene (2016:95) states that legal texts are different from other kinds of texts in respect of their text-internal and text-external properties including their functional, structural, and linguistic features. Legal texts are drafted in legal language, which is defined according to Œar evic (1997:9) as a language for specific purposes or special-purpose language (LSP), sub-language, scientific language, specialized language, and also according to Tiersma (2000) as legalese.

According to Mayoral-Asensio (2003), a text is considered a legal text if it occurs in the following contexts:

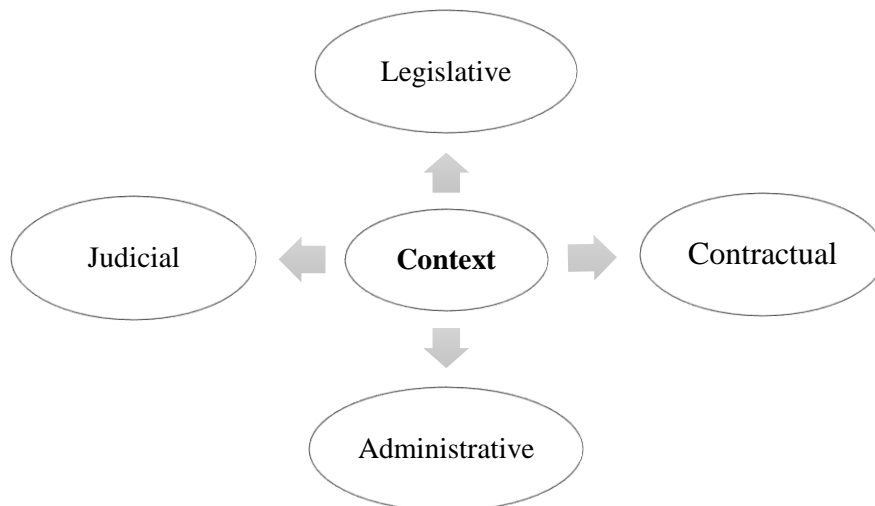


Figure 12 Legal text contexts according to Mayoral-Asensio (2003).

As quoted by Depraetere (2011:212) Borja and Hurtado-Albir state that in order to differentiate a legal text from other texts, the whole discursive situation of the text which is the sender, the receiver, the register and the objective should be taken into consideration.

Šarčević (1997:11) presents a comprehensive study of legal translation which is not about one specific language or legal system, although the main focus is on the translation of texts which are authoritative sources of the law. She classifies the legal translation according to the functions of the legal texts into primarily prescriptive, primarily descriptive, and purely descriptive which belong to the legal scholarship, the authority of which varies in different legal systems.

Regarding the purposes of the TL texts, Cao (2007) classifies legal translation into three categories.

- Firstly, there is legal translation for normative purposes. It refers to the production of equally authentic legal texts in bilingual and multilingual jurisdictions of domestic laws and international legal instruments and other laws. These bilingual or multilingual texts are normally first drafted in one language and then translated into another language or languages. They may also be drafted simultaneously in both or all languages. In either case, the different language texts have equal legal force and one is not superior to another

irrespective of their original status. This category of legal translation may also include private documents such as contracts, the bilingual texts of which are equally authentic in a bilingual or monolingual jurisdiction.

- The second category is legal translation for informative purposes, with constative or descriptive functions. This includes the translation of statutes, court decisions, scholarly works and other types of legal documents if the translation is intended to provide information to the target readers. This is mostly found in monolingual jurisdictions. Such translations are different from the first category where the translated law is legally necessary. In this second category, the SL is the only legally enforceable language while the TL is not.

- The third category is legal translation for general legal or judicial purposes. Such translations are primarily for information, and are mostly descriptive. This type of translated document may be used in court proceedings as part of documentary evidence. Original SL texts of this type may include legal documents such as statements of claims or pleadings, contracts and agreements, and ordinary texts such as business or personal correspondence, records and certificates, witness statements and expert reports, among many others. Clients who do not speak the language of the court use the translations of such documents. Such translated texts have legal consequences attached to them due to their use in the legal process. The third type of translation is different from the second category in that this category may include ordinary texts that are not written in legal language by legal professionals, but by the layperson.

2.3 Legal terminology

Legal terminology, according to Cao (2007:53) is the most visible and noticeable linguistic feature of legal language as a technical language, and it is also one of the major sources of

difficulty in translating legal documents. The legal vocabulary in a language, including both legal concepts and legal usage, is extensive and it is the result of that legal system using the legal language.

The importance of lexical features in legal texts is so great that nearly all the books on legal discourse and legal translation devote at least one chapter to the lexical characteristics of legal language (see Cao:2007; Šarčević:1997). According to Alcaraz & Hughes (2002:5), the first outstanding feature of legal language are Latinisms, which are common in legal use. The lexicon of legal texts is often marked by the formality or absolute pedantry. These include such words and phrases as *de facto* (actually), *de jure* (legally), and *prima facie* (at first sight). Besides, legal vocabulary is complex and unique, archaic and sometimes difficult to understand. This property may be regarded as a universal feature of legal language; however, different languages have their own unique legal vocabulary. Legal texts tend to abound in so called fossilized language, which reveals itself through the use of archaic compound adverbs and prepositional phrases. *Hereinafter*, *thereby*, and *thereunto* are among the examples of this feature. There is also the tendency to use the forms of reduplication, using two or three near synonyms, for emphasis, like *false and untrue*, *have and hold*, and *full and complete*. Legal texts use performative verbs and modal verbs due to the obligatory nature of legal relationships. Euphemisms are another feature of legal texts. According to Berukstiene (2016:102), euphemisms examples include expressions such as *Act of God* referring to a natural disaster or calamity or *money laundering*. When translating such euphemisms, the translator needs to avoid misleading suggestions and vagueness. Alcaraz & Hughes (2002:16) divide legal vocabulary into three groups:

- Purely technical vocabulary including terms which are used exclusively in legal context and are not usually applied outside it
- Semi-technical vocabulary consists of words and phrases from the common stock that

have acquired additional meanings by a process of analogy in the specialist context of legal activity. This group seems to cause more challenges to translators since they tend to be polysemic, semantically more complex, often context dependant, and more difficult to recognize.

- Shared, common or unmarked vocabulary includes terms in general use which are found in legal texts. This group is the most numerous and words belonging to this group have neither lost their everyday meanings nor acquired others by contacts with the specialist medium.

According to Berukstiene (2016:104), sentences in legal texts tend to be much longer and declarative compared to other text types, with complex conditionals and hypothetical formulations being common. Additionally, the active and passive parties in legal relationships are formed with suffixes, which are considered morphological aspects of legal texts. Tiersma (2000) defines the language of legal texts as wordy, unclear, pompous, redundant, and dull, which creates difficulties for both translators and laypersons.

Regarding the problematic of legal terminology, Biel (2008:22) states that, in general, terminology mining takes up to 75 percent of translation time. Besides, as the legal systems are different in each country, the ready equivalent of many of the legal words cannot be found in another language which causes both linguistic and legal complications.

Although there are plenty of lexical or terminological features and problems in legal translation, Cao (2007) considers four major terminological areas that may pose problems in legal translation applicable to most languages.

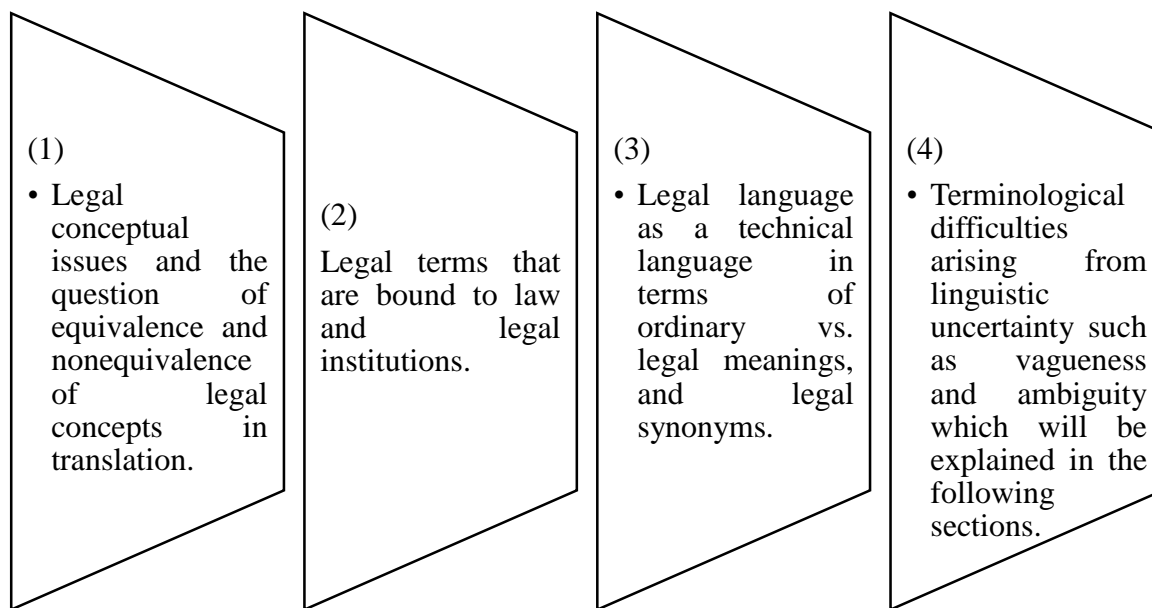


Figure 13 Four major problematic terminological areas. according to Cao (2007)

Concerning the translation of legal terms, translators apply different ways to search for the required equivalents. According to Biel (2008:26), dictionaries are the most traditional ways of finding equivalents while electronic and online tools are considered as the most recent ways which will be discussed in the following paragraphs.

- Dictionaries are the oldest way to solve terminological problems, and have been used by translators since 7th-century B.C. There are various types of dictionaries, and they differ both in terms of macrostructure and microstructure. Monolingual and bilingual dictionaries of law are the two types of dictionaries which are mainly used. Monolingual dictionaries of law provide definitions of legal concepts that constitute a conceptual network of a single legal system in one language. Their usefulness for translation purposes depends mainly on the amount of encyclopedic knowledge included in an entry. The advantage of encyclopedic monolingual dictionaries is that they enable the translator to understand a SL concept by providing background knowledge the translator has not internalized. On the other hand, bilingual dictionaries provide TL equivalents of SL legal concepts. In most cases, an entry has a limited degree of detail, and contains a mere litany of words, without any information on

differences between equivalents and the degree of incongruity to the SL concept. LSP dictionaries usually provide de-contextualized lists of equivalents abstracted from the context of use, without collocations and examples of use. Another type of problems connected with the use of bilingual dictionaries in translation practice is connected to polysemy and the translator's insufficient knowledge to choose the right sense of a term.

- Online tools are the ways which were developed by the advent of the Internet. The importance of new technologies in translation practice has been acknowledged, for instance, by Austerhöhl (2001). First of all, computers substantially reduced typing and editing speed. Secondly, CAT tools, such as Trados, Word Fast or Déjà vu, allowed translators to translate repetitive texts faster and to improve translation quality by ensuring terminological consistency, which is of seminal importance in large-scale projects. Among the online tools Search engines (Googling) enable the translator to search the content of numerous websites posted on the Internet. The Internet is a source of immediately-retrievable data, including dictionaries, encyclopedias, and up-to-date legal information. This tool substantially reduces the time needed to obtain the required information. Resources available on the Internet are multi-faceted and range from field-specific knowledge to linguistic information. The other online way to find an equivalent for legal terms is to consult discussion forums, which are an example of interactive tools where translators ask other peers terminological questions. One of such discussion forum is ProZ.com, a global translator community, which offers its members the possibility to advertise their services, quote on translation jobs, verify clients' payment practices, as well as to ask terminological questions and search previous questions and members' glossaries.

According to Biel (2008:23), legal terms may be seen as points of access to concepts and

prompts for conceptual operations that activate relevant background knowledge. In order to characterize a legal concept, it is necessary to refer to other cognitive domains which are presupposed by and incorporated into such a concept. Besides, legal concepts are built around causal scripts. Kjær (2000:146) argues that legal reasoning is based on the if-then mental model where a legal term connects legal conditions with effects and functions as “a reduced representation of legal rules”.

2.4 Sources of difficulty in legal translation

Cao (2007:23-31) states that the nature of law and legal language contribute to the complexity and difficulty in legal translation. She asserts that the sources of legal translation difficulty are first of all the systematic differences in law, since legal language is not a universal technical language but one that is tied to a national legal system, so it is different from the language used in other fields of science. In fact, legal systems are peculiar to the societies in which they have been formulated. Each society has different cultural, social and linguistic structures developed separately according to its own conditioning. Legal concepts, legal norms and application of laws differ in each individual society, reflecting the differences in that society. Šarčević (1997:13) states that legal translation involves translation from one legal system into another. Therefore, unlike pure science, law remains a national phenomenon. Each national law constitutes an independent legal system with its terminological apparatus, underlying conceptual structure, rules of classification, sources of law, methodological approaches and socio-economic principles. This has implications for legal translation when communication is channelled across different languages, cultures and legal systems.

The second source of legal translation difficulty, according to Cao (2007), is due to the linguistic differences, since legal language is subject to special rules. Legal language has its special syntactic, semantic, and pragmatic rules. Besides, there is another basic difficulty in

legal translation: the absence of equivalent terminology across different languages. This requires a constant comparison between the legal systems of the SL and TL.

The last source of difficulty, according to Cao (2007:31), is cultural differences, since language and culture and social contexts are closely unified and interdependent. In fact, law is an expression of the culture, and it is expressed through legal language. As it has also been pointed out by Šarčević (1985:127) that each country has its legal language representing the social reality of its specific legal order. Legal translators must overcome cultural barriers between the SL and TL societies when reproducing a TL version of a law originally written for the SL reader.

Cao (2007) also mentions that legal translation is a complex and difficult task due to various reasons regarding the legal language. In general, the complexity and difficulty of legal translation are attributable to the nature of law and the language that law uses, and the associated differences found in intercultural and interlingual communication in translating legal texts.

Regarding the nature of law, and according to Jori (1994), the first source of complexity is the normative nature of legal language, which is related to norm creation, norm production and norm expression. This means that the language used from law or legal sources is largely prescriptive.

The normative language of law, according to Jenkins (1980:98), derives from the fact that law has the basic function in the society of guiding human behaviour and regulating human relations. Law is distinguished from most other types of human institutions. Thus, law exists as a set of prescriptions having the form of imperatives, defining and enforcing the arrangements, relationships, procedures and patterns of behaviour that are to be followed in a society.

The second source of complexity, according to Jori (1994:2029) is the performative nature of

legal language, which is closely related to the normative nature of law. The performative use of language is not exclusive to law, but law relies heavily on performative utterances. Language used in law can perform such acts as discussing rights, prescribing prohibition and granting permission. By merely uttering words, people accept public and private legal responsibilities, assume legal roles and qualities, transfer legal rights and impose or discharge obligations. Thus, legal speech acts are said to be constitutive of their effects.

According to Cao (2007:15), besides the normative and performative nature of law, the technical nature of law language must also be considered. There are some opponents who believe that legal language is no more than a specialized form of the ordinary language. In fact, they say it is a use of the ordinary language for particular purposes, in this case, a legal purpose. On the other hand, many believe that legal language is an identifiable technical language. In this regard, Caton (1963) argued that technical languages have the same syntax as ordinary language, and speech acts performable in ordinary discourse are performable in technical contexts, but only differ in vocabulary. He counts languages of physics, mathematics, farming, chess and the law as among technical languages. On the contrary, Hart (1954) argued that technical terms affect the meaning of each word used in connection with the technical word and that legal terms have meanings only in the context of the existence of a legal system and only through particular rules of law.

Jackson (1985) considers the legal language from a semiotic perspective and mentions that the legal lexicon and its structure display some of the characteristics of technical language and argues that legal language is autonomous of the natural language. According to him, it is true that legal language needs to draw upon the whole resources of the natural language for its intelligibility. The point is that the legal language may only, to the extent that it resembles ordinary language, appear to be intelligible to the layperson, and the layperson may read legal language as if it were natural language. In this regard, the layperson may be quite unaware of

those systematic differences that give the same words a different meaning to the lawyer.

According to Halliday and Hasan (1985:41), besides the lexicon, the register of legal language is also an important factor which is "what you are speaking at the time, depending on what you are doing and the nature of the activity in which the language is functioning it reflects the social order, the types of social activity". They conclude that legal language, as a register, is a variety of language use of the technical nature. It shares the common core of general language but is not identical to ordinary language. There are lexical, syntactical, textual and pragmatic features that are singular to legal language as a technical language.

Another reason for the difficulty in legal translation is the indeterminate nature of law language. According to Cao (2007:19), people tend to think that anything that can be said, can be said clearly, and anything that can be thought, can be thought clearly. However, in actual use, language falls far short of such an ideal conception. Ambiguity, vagueness, generality and other such features are often pervasive as well as important which make the universe and human behaviour uncertain and indeterminate. Regarding this feature, Hart (1961/1994) described legal language as one "with a core of settled meaning and a penumbra of uncertainty".

Harvey (2002:179) also explains different characteristics of legal translation which make it a difficult task.

- Nature of legal discourse: prescriptive nature and legal effects
- System-bound discipline: lack of common knowledge base, mix of different systems, confined within national and linguistic boundaries
- Fidelity: debate between "letter" and "spirit" in legal translation, similar to other forms of translation
- Ambiguity and interpretation: translating ambiguity raises interpretation questions, translators should avoid interpreting ambiguities but some interpretation is necessary for quality translation.

2.5 Legal translation techniques

Regarding the translation of legal texts, and before exploring the techniques available for legal translation, it is necessary to clarify the concepts of method, strategy, solution, and technique, particularly in the context of legal texts. To do so, I will rely on the explanations provided by Zabalbeascoa (2000). According to Zabalbeascoa (2000:119):

- The term method naturally falls in the domain of translation process rather than translation product.
- It is used in product-oriented studies to refer to one or more translational criteria.
- It is the relationship between the source text and its translation and their respective communicative situations.
- A translation method is almost always used to refer to the global characteristics of the product, especially concerning its source text.

Regarding strategy in translation, Zabalbeascoa (2000:120) defines it as:

- A specific pattern of behaviour, which aims to solve a problem or attain a goal; in translation, the goal is the TT (Target Text) according to its specifications.
- Strategy is proposed as any conscious action intended to enhance a translator's performance for a given task, especially in terms of efficiency and effectiveness.
- Some areas where various strategies specifically directed at improved translational performance might be put into practice are:

- (1) Text analysis and reading strategies.
- (2) Target text writing strategies.
- (3) Research strategies.
- (4) Information processing (finding, retrieving, filing, exchanging, etc.).
- (5) Revision strategies.
- (6) Efficiency-oriented organizational strategies (systematizing, planning, distribution of time,

layout of materials).

(7) Fall-back strategies (to adapt to new or difficult situations).

(8) Assessment (of price, difficulty of task, time given).

(9) Selection strategies for identifying and studying problems and for finding satisfactory solutions.

Zabalbeascoa (2000:121) defines “solution” as what is reached as a result of a strategy. If translating is accepted as a decision-making process or a problem-solving activity, as it often is, then it makes perfect sense to speak of solutions as the final result of such a process or activity. The TT is the global solution to the problem posed by the ST (Source Text) together with the criteria for its translation; the local solutions are the renderings of identifiable segments or features of the ST.

Regarding “technique”, it is defined by Zabalbeascoa (2000:121) as:

- A concept that is not associated with a decision-making process, but with an acquired skill to be applied according to a prescribed method or procedure.
- In Translation Studies, techniques can be kept in the terminology to refer exclusively to the initial proposal.
- The notion of translation technique comes from a prospective (and prescriptive) approach, which involves looking at the ST and deciding what its smallest constituent parts are for the purpose of translation, i.e. a type of parsing, and then considering the most convenient way (technique) of rendering each unit.

According to Biel and Engberg (2013:2) the literature on legal translation, compared to other types of translation, contains relatively little reflection on its methods and approaches, and the only notable exceptions are the work of Šarčević (2000) and Garzone (2000). This may be because research into legal translation is strongly fragmented into areas along two lines:

- Researchers’ disciplines.

- Languages or countries in which research is published.

Nevertheless, Alwazna (2014:237-238), indicates that in our globalized world, the important role of legal translation for the sake of world communication has increased, to the point of being crucial for intercultural communication.

Translation Studies theorists have tried to establish identifiable criteria to support translators to choose the right translation strategy for a particular translation project. The selection of the appropriate translation strategy is often related to the function, or text type, as defined by Reiss (1971:32). The focus on the function of the text gives rise to the promotion of the pragmatic aspects of the text and the communicative factors of reception become the main basis on which the translated text is created, thus the translator becomes a text producer rather than an ST reproducer.

According to Alwazna (2014:238), legal translators face significant challenges related to linguistic and cultural differences when translating legal texts from one legal system to another. While some linguistic differences may be easily resolved through grammatical transformations, translating legal concepts that are unique to the source language legal system and not present in the target language legal system can create fundamental issues and complications. Additionally, if the source text contains culture-specific concepts that are not found in the target language's culture, this can also create complex problems for the translator. Therefore, legal translators must have a deep understanding of both legal systems and cultures to ensure accurate and effective translations.

Galdia (2013:78) asserts that the theory of legal translation has specific requirements that must be considered to achieve satisfactory results and professional legal translations. At the core of the translation theory that underpins all professionally relevant activities is the concept of linguistic equivalence, which entails an equivalent transfer of meaning from the source language to the target language. Based on this fundamental principle, various theories have

been developed to determine the conditions under which equivalent semantic transfer can occur in the translation process. According to Galdia (2009:226), within the theory of legal translation, they can be positioned on a scale between two extremes, ranging from the principal impossibility to reach equivalence to the approaches which believe in the possibility to find equivalences.

Biel (2009:183) argues that when it comes to legal translation, it is rare for terms to have identical meanings in both the source language (SL) and the target language (TL). While a translator may be able to find a similar concept in the TL legal system, the knowledge structures evoked by the TL concept may not be the same as those evoked by the SL concept. Furthermore, the level of knowledge required will depend on the intended audience, which can range from experts to laypeople. As a result, there are varying degrees of terminological incongruity, ranging from identical or nearly equivalent concepts to conceptual voids with no equivalents in the TL. To deal with these incongruous concepts, translators can use domesticating (TL-oriented) or foreignizing (SL-oriented) strategies, which exist on a continuum between two extremes.

Biel (2009:184) cites Kierzkowska's (2002) differentiation between near and far recipients as the basis for SL- and TL-orientation in legal translation. Near recipients have a relatively strong understanding of the SL culture, while far recipients lack this knowledge and have little motivation to learn it. In the case of near recipients, legal terms should be translated with SL-oriented equivalents to highlight differences. However, far recipients require TL-oriented equivalents to emphasize similarities.

Biel (2009:184-186) outlines several translation techniques, ranging from the most foreignizing to the most TL-oriented:

- Transcription (borrowing), including naturalization (adaptation of spelling).
- Literal equivalence, which may be regarded as a special type of borrowing

which is also known as formal equivalence, word-for-word translation, calque, or loan translation.

- Descriptive equivalent, which is frequently based on a legal term known in the TL which undergoes some modification to signal the difference. It is argued that foreign-sounding equivalents make recipients realize the incongruity of terms and refer them to the proper legal system.
- Functional or dynamic equivalents, which are the most TL-oriented equivalents, and approximate the SL culture by evoking well-internalized concepts.

Stepanova (2017:1202-1207) conducted some research in which twelve professional translators and practicing lawyers were asked to participate in an experiment to translate three Russian and three English fragments from different commercial agreements, in order to find out the techniques they applied. This is the description of the techniques used by Stepanova in her study:

(1) The functional approach to legal translation posits that translators who possess knowledge in legal matters of both cultures are able to produce a translation that is clear and adequate for the sophisticated target reader. This method enables the production of a translation that is capable of achieving a similar legal effect as that of the source text.

(2) The use of a literal translation suggests that the translator may have encountered challenges in comprehending the context, situation or scope of the meaning of a term, or in identifying the appropriate term to convey the original meaning. This technique is typically employed as a last resort, as it contributes least to clarity, and may only be used when the translator is feeling frustrated.

(3) Borrowing as a translation technique has two aspects. It is considered acceptable when the term is familiar and commonly used in the target language. However, it may cause confusion or resistance from the reader if the borrowed term seems unfamiliar or unclear.

(4) The concretizing technique in legal translation refers to the interpreter's ability to translate commercial agreements with a high level of maturity and precision.

(5) Descriptive explanation is a technique that clarifies the meaning of legal terms for both the interpreter and the reader by providing a detailed explanation of the term.

(6) Alteration, as a translation technique, demonstrated a high level of linguistic proficiency, enabling translators to modify parts of speech or verb aspect in the target text, resulting in a more reader-friendly and comprehensible text.

(7) Domestication as a translation technique was also used for similar end. Avoiding calquing, borrowing and neologisms where it was possible, contributed to comfort in reading and loyalty to legal traditions of the target culture.

The analysis of the study conducted by Stepanova (2017) showed that the most favoured translation techniques were functional equivalence (83%), borrowings (50%), literal translation (66%), domestication (17%), concretizing (33%), descriptive explanation (33%), and alteration (40%).

Harvey (2002:2) suggests four techniques for rendering the legal culture-bound terms, ranging from SL-oriented strategies to TL-oriented strategies.

(1) Functional equivalence which means using a referent in the TL culture whose function is similar to that of the SL referent. There are connotational /denotational differences between SL and TL terms which the translator should be satisfied that the referents are sufficiently close for the purpose of the text. This technique is appropriate for the translation of texts intended for the lay reader in contexts where fluency is more important than accuracy.

(2) Formal equivalence is defined as 'word-for-word' translation. Several formal equivalences are also functional equivalences as they correspond to institutions which exist or have existed in the TL culture. The merits and demerits of formal equivalence are to a great extent similar

to those applying to functional equivalence. Since formal equivalent can be a neologism, therefore, the translators should check the term in a reliable source.

(3) Transcription or borrowing stands at the far end of SL-oriented strategies. If the term is transparent or is explained in the context, it may be used alone. In other cases that no knowledge of the SL is presumed in the reader, transcription is accompanied by a gloss or a translator's note. The gloss may point out significant conceptual or procedural differences.

(4) descriptive or self-explanatory translation uses generic rather than culture-bound terms to convey the meaning. Although technically a gloss, it is sufficiently concise to function as a quasi-autonomous term without the need for transcription. This solution has the advantage of being transparent and easy to memorize. It is also appropriate in a wide variety of contexts where a formal equivalent is considered insufficiently clear.

2.6 Notions of “genre” and “text type”

Before delving into the legal genres, the concepts of ‘genre’ and ‘text type’ need to be clarified. The term genre, according to Biel (2018:151), was borrowed in the early 19th century from French and its literal meaning is 'a kind'. It is one of the key terms of both literary studies and language studies, in particular in various strands of functional linguistics, such as discourse analysis, critical discourse analysis, systemic functional linguistics, rhetorical studies, the new rhetoric, English for specific purposes and applied linguistics. It reflects long-standing attempts to categorize texts into larger groups and to look for regularities and abstraction above the text level. According to Lee (2001:38) genre is based on external, non-linguistic, traditional criteria, while text type is based on the internal, linguistic characteristics of texts themselves. In this regard, a genre is defined as a category assigned on the basis of external criteria such as intended audience, purpose, and activity type. It refers to a conventional, culturally recognized grouping of texts based on properties other than lexical or grammatical co-occurrence features,

which are, instead, the internal (linguistic) criteria forming the basis of text type categories.

Balogh (2019:20) believes that the broadest definition of genre is proposed by Swales (1990:58), who sees it as a phenomenon determined by a complexity of linguistic, social and cognitive factors. Genre in his view is a class of communicative events that share some set of communicative purposes.

Bhatia (2017:13), who has been particularly interested in genres within the legal discourse, defines genre in a broader sense, following Swales (1990), as:

“A recognizable communicative event characterized by a set of communicative purposes identified and mutually understood by the members of the professional or academic community in which it regularly occurs. Most often, it is highly structured and conventionalized with constraints on allowable contributions in terms of their intent, positioning, form and functional value. These constraints, however, are often exploited by the expert members of the discourse community to achieve private intentions within the framework of socially recognized purpose(s)”.

According to Rasmussen & Engberg (2017:113), Bhatia (2017) views each genre as a part of a communicative process and analyses texts at three levels:

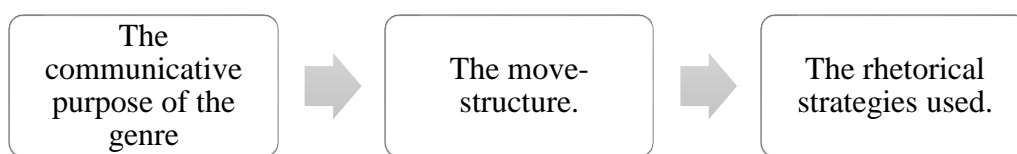


Figure 14 Text levels according to Bhatia(2017).

According to Rasmussen and Engberg (2017:114), the communicative purpose of the texts is the most important criterion to determine and distinct genres. The communicative purpose shapes and is reflected in the move-structure of the genre. The move-structure consists of a number of moves that are partial actions. These partial actions depend on the communicative purpose of the genre.

Bhatia (2017:135) differentiates between two types of move-structures:

- The linear move-structure.
- The interactive move-structure.

For example, a judgment consists of a linear four-move-structure:

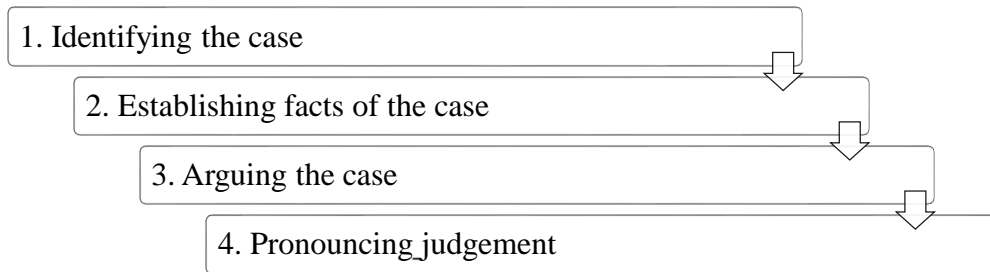


Figure 15 Linear four-move-structure of a judgment according to Bhatia (2017).

For instance, legislative provisions consist of a two-part interactive structure comprising:

- The main provisionary clause,
- The qualifications inserted within the structure of the sentence.

This structure is interactive in the sense that the move qualification typically interacts with several aspects of the move provisionary clause.

According to Rasmussen and Engberg (2017:114), each move is expressed by applying different rhetorical strategies which are used by the writer to do a particular communicative intention at the level of the move, to formulate the partial action, so to speak. It can thus be the use of a particular organization of the text, the use of a particular vocabulary or the use of particular grammatical constructions. Unlike the moves, these rhetorical strategies are not discriminative so they can vary without changing the purpose, which is the genre.

However, according to Berukstiene (2016:94), ‘text type’ and ‘genre’ are sometimes used as synonyms or treated as separate entities in text typology. For instance, Alcaraz & Hughes (2002) use both terms synonymously when speaking about legal genres. Biel (2007:144), states that Alcaraz & Hughes (2002:101) believe the term text genre/ type refers to “the specific classes of texts characteristics of a given scientific community, or professional group, and distinguished from each other by certain features of vocabulary, form and style, which are

wholly function-specific and conventional in nature”. Biel (2018:151) mentions that the meaning of genre has evolved significantly over the decades and differs depending on the theoretical framework. She affirms that genre now is associated with text types, that is a group of texts which share a similar form, style and content. Within translation studies the term “genre” is often used interchangeably with the term “text-type”, and indeed, the two concepts are related. Stubbs (1996) also uses these terms interchangeably.

Different authors have suggested different text type classifications. For instance, Lee (2001) proposes the following text types according to the basic rhetoric text types:

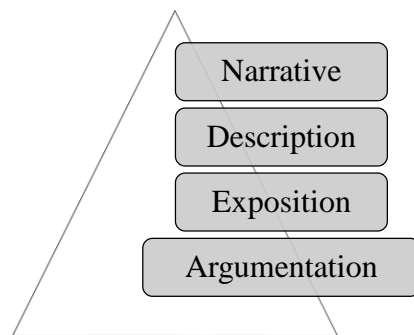


Figure 16 Text types proposed by Lee (2001:41).

Lee (2001:24) suggests that genres should be treated as basic-level categories characterized by seven attributes:

- domain (e.g. art, religion, law),
- medium (e.g. spoken, written, electronic),
- content (topics, themes),
- form (e.g. generic superstructures or other text-structural patterns),
- function (e.g. informative, persuasive, instructive),
- language (linguistic characteristics).

Hatim & Mason (1990:154), with a focus on the rhetorical purposes of texts and their contexts, distinguish three types of texts:

Expository	<ul style="list-style-type: none"> • Any kind of narrative and descriptive texts in which detached account, which is a monitoring of the situation, is predominant.
Argumentative	<ul style="list-style-type: none"> • It seek to manage or steer the situation in a manner favourable to the text producer's goals.
Instuctive	<ul style="list-style-type: none"> • The text producer aims at regulating through instruction the way people act or think.

Figure 17 Text types according to Hatim and Mason (1990).

While Hatim and Mason's (1990) typology is very perceptive, it remains language bound, so that their taxonomy is English language-oriented as these types differ substantially from one language to another. In this regard, Hatim and Mason (1990, 1997) declare that argumentative texts, for instance, have very different structures in Arabic and English. Although this text typology is helpful for translation purposes, it may not be as practical as other available taxonomies.

Reiss (1981/2004) suggests another three different text types:

Informative	<ul style="list-style-type: none"> • texts that communicate plain fact. the language used is mainly referential, and the text's content is the main intake.
Expressive	<ul style="list-style-type: none"> • the communication of artistically organized content. It is the aesthetic quality and the interpersonal dimension (between the addressor and the addressee) of the text that are predominant in this text type.
Operative	<ul style="list-style-type: none"> • the communication of content with a persuasive character.

Figure 18 Text types according to Reiss (1981/2004).

Reiss (1981/2000) adds a fourth type to encompass visual and spoken texts such as films and advertisements, which she calls audio-medial text type.

This paper delves into an in-depth exploration of legal genres and text types and provides a detailed focus on the categorization that is adopted in this thesis.

2.7 Legal genres and proposed classifications

Berukstiene (2016:95) considers the following legal texts genres, where the sender, the receiver, the register and the objective are closely related to the different legal settings:

- prescriptive texts (e.g. constitution, laws, decrees),
- judicial texts (e.g. judgments, summons),
- jurisprudence (compilation of judgments),
- reference works (e.g. encyclopedias, dictionaries),
- legal doctrine (e.g. essays, legal studies, articles),
- texts applicable to the law (e.g. wills, contracts).

Besides the features, contexts and settings which determine legal genre, the other important issue regarding the legal texts is their function as well as the structural, lexical and grammatical features. According to Berukstiene (2016:95), legal text functions can be categorized based on the classifications proposed by Gracia (1995) and Šarčević (1997).

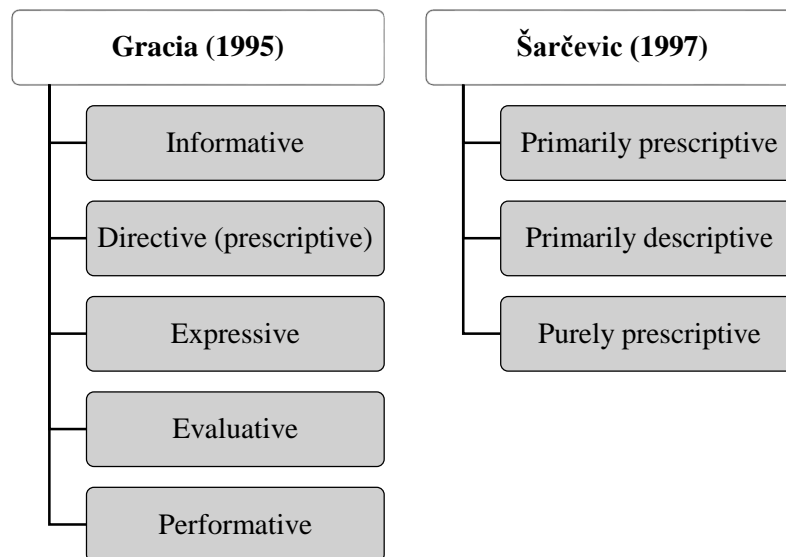


Figure 19 Legal Text Functions according to Gracia (1995) and Šarčević (1997) from Berukstiene (2016:97).

Šarčević (1997:11) names some examples for each function:

- (1) Primarily prescriptive function such as laws, legal acts, statutes, regulations, codes, contracts, treaties, and conventions;

(2) Primarily descriptive function such as judicial decisions and legal instruments that are used to carry on judicial and administrative proceedings such as actions, pleadings, briefs, appeals, requests, petitions, etc. (minutes, powers of attorney, certificates of clean record, etc.)

(3) Purely descriptive function such as scholarly works written by legal scholars such as legal opinions, law textbooks, and articles, the authority of which varies in different legal systems.

However, Cao (2007) identifies three major problems with this classification. Firstly, it fails to account for the functions and status of the translated texts in the target language (TL). Secondly, it excludes many documents used in court proceedings that are translated as part of legal practice. Finally, it also excludes certain types of legal texts, such as private agreements and correspondence between lawyers and clients, which constitute a significant portion of a legal translator's workload in real-world settings.

Gracia (1995: 89), believes that the primary function of legal texts is to formulate, preserve, clarify, and implement the rules based on the relations that are supposed to be regulated among members of society. Therefore, according to Cao (2007:13), the normative nature of legal language may be taken into consideration. It has been widely assumed that the basic function of law in society is to guide human behaviour and regulate human relations. Thus, it is concluded that the function of legal texts is predominantly prescriptive, directive and imperative.

Prieto Ramos (2014:265) proposes a categorization of legal texts based on the function of legal text, the text type and genres.

Table 3 Categorization of legal texts adapted from Prieto Ramos (2014).

<p>1. Main functions</p>	<ul style="list-style-type: none"> - Govern public or private legal relations - Apply legal instruments in specific scenarios - Convey specialized knowledge on sources of law and legal relations
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2. Text types	<ul style="list-style-type: none"> - Legislative (including treaties) - Judicial (including court and litigation documents) - Other public legal instruments or texts of legal implementation (issued by institutional bodies, public servants or registries; subtypes to be identified by legal system) - Private legal instruments - Legal scholarly writings
3. Genres	Textual realizations of specific legal functions following culture-bound discursive conventions (for example, different kinds of court orders or contracts)

According to Ramos (2019:34), this categorization attempts to connect legal functions, text types (by the discursive situation), and genres (according to more specific textual functions and conventions), from more general to more specific, and tries to avoid legal system bias.

Prieto Ramos (2014:262) asserts that legal texts have been so far classified based on the textual functions by Bocquet (1994) and Šarčević (1997), and based on discursive situation parameters by Gémar (1995), Borja Albi (2000) and Cao (2007). The classifications converge on the identification of three major groups of texts:

- Normative texts,
- Judicial texts,
- Legal scholarly texts.

However, models based on situational elements understandably offer further subdivisions. The study of legal texts has undergone a natural evolution with the addition of more specific categories based on situational elements. On one hand, the high degree of intertextuality and

combination of functions in legal texts require further differentiation. On the other hand, the crucial aspect for legal translation is the characterization of groups of texts that correspond to specific varieties or styles of legal language. This involves understanding the text producers and purposes in communicative situations. According to Maley (1994:13), legal language is not a uniform language but rather a collection of related legal discourses. As a result, legal translators must differentiate the features of various styles reflected in the original texts as part of the translation-oriented analysis.

Prieto Ramos (2019:31) suggests a legal text classification based on situational parameters and parallels between approaches, which can be seen in Table 4.

Table 4 Legal text classifications based on situational parameters adapted from Prieto Ramos (2019).

Trosborg (1997:20)	Borja Albi (2000:84–134)	Bhatia, (2006:6-7)	Cao (2007:9–10)
“types of texts or genres” for the situation of use	“text categories” for discursive situation	“system of legal genres” for communicative purposes	Legislative texts (e.g. statutes and subordinate laws, international treaties)
Language of the law (legal documents): • legislation • common law (contracts, deeds)	Prescriptive texts (e.g. acts, statutes, bills, regulations)	Primary genre (legislation)	Judicial texts (produced by judicial officers and other legal authorities in judicial processes)
Language of the courtroom: • judge declaring the	Judicial texts (claim forms, judgments,	Derived secondary genres (e.g. judgments,	Judicial texts (produced by judicial officers and other

<p>law</p> <ul style="list-style-type: none"> • judge/counsel exchanges • counsel/witness exchanges 	<p>appeals, writs, orders, etc.)</p> <p>Case-law (decisions of higher courts)</p>	<p>cases)</p>	<p>legal authorities in judicial processes)</p>
<p>Language in textbooks</p>	<p>Reference works (dictionaries, repositories, encyclopaedias)</p> <p>Scholarly texts (articles, textbooks, manuals, casebooks, manuals, etc.)</p>	<p>Derived enabling (pedagogic) genres:</p> <ul style="list-style-type: none"> • academic (e.g. textbooks, moots) • professional (e.g. legal memoranda, pleadings) 	<p>Legal scholarly texts (scholarly works and commentaries)</p>
<p>Lawyers' communication:</p> <ul style="list-style-type: none"> • to other lawyers • to laymen 	<p>Law application texts (contracts, deeds, wills, legal briefs, etc.)</p>	<p>Target genres (property Conveyance documents, Client consultation documents, affidavits, agreements and contracts)</p>	<p>Private legal texts</p> <ul style="list-style-type: none"> • texts written by lawyers (e.g. contracts, leases, wills and litigation documents) • texts written by non-lawyers (e.g. private agreements, witness statements)

			and other documents used in litigation and other legal situations)
People talking about the law			

In the realm of legal discourse, the macro-structure of legal texts is a crucial aspect to consider in understanding their function. Berukstiene (2016:98) asserts that the structure of a legal text refers to its format, the organization plan, and the arrangement and relationship of its various parts and elements. Standardized formats are common to most genres of legal texts, encompassing not only the organizational plan and division of the text into parts but also the layout on the page, including spacing, paragraphing, punctuation, and even typographic characteristics such as capitalization, typeface, boldface, and underlying. It is noteworthy that the highly formulaic and stereotypical nature of legal texts is a prominent feature of their structure, typically moving from abstract concepts to concrete ones.

Berukstiene (2016) believes that legal texts can also be classified into genres based on a) branches of law; b) text function; c) the situation of use and d) other criteria. Regarding the classification of legal texts based on the branches of law, Berukstiene (2016:105) reviews that in order to determine that a legal text belongs to a genre, it must have these properties;

- A shared communicative function.
- A similar macrostructure, i.e. format or organizational outline.
- A similar discursive mode of developing the macrostructure and similar discourse techniques.
- A common lexical and syntactic arrangement of the material and a common set

of functional units and formal features.

- Common socio-pragmatic conventions.

Alcaraz & Hughes (2002) propose the following classification for the legal genres:

Table 5 Classification of legal texts into legal genres based on legal domains according to Alcaraz & Hughes (2002:102).

Classification of genres of legal texts		
Group 1	Group 2	Group 3
Domain of statute law, public law and judicial decisions.	private law (Contracts, deeds, last will, etc.).	academic writings on the law (Textbooks, professional articles).

For Mattila (2013:3) the main criterion to classify legal texts into genres is the specialist terminology of each branch, so it is based on text-internal features. Berukstiene (2016:106) believes that classification based on branches of law is one of the possible solutions of genre classification; however, taking terminology as the main criterion for distinction seems to be insufficient, as it may be misleading and lead to a great confusion.

Regarding the classification based on text function, Šarčević (1997: 11) introduces a bipartite system of classifying legal texts into genres, which is based on two primary functions of language:

- Regulatory (prescriptive),
- Informative (descriptive).

Tiersma (1999: 139) states that there is great variation in legal language, depending on geographical location, degree of formality, speaking versus writing, and other related factors. He refers to genre as a category of composition indicating that the members of the category tend to share a particular level of formality and structure. He distinguishes three types of legal

texts:

- Operative legal documents which create and modify legal relations for example pleadings, petitions, orders, statutes, contracts and wills. Genres of these texts usually are drafted in very formal and formulaic legal language which is called legalese and have a very rigid structure
- Expository documents which carefully examine one or more points of law with a relatively objective tone for example judicial opinions, lawyer-client correspondence and textbooks. Genres of these texts do not adhere to a very rigid structure though they tend to conform to the traditional structure.
- Persuasive documents are documents like briefs submitted to courts and authorities. Regarding the form and language, the genres of these texts are not so formulaic.

Concerning the classification based on the situation of use, Maley (1994) considers discourse situation as the primary criterion in his typology in both spoken and written texts. According to the situation in which legal texts are used, the following groups are introduced:

- Sources of law and originating points of legal process (legislature, regulations, by-laws, precedents, wills, contracts, etc.) (written texts).
- Pre-trial processes (police/video interview, pleadings, consultations, jury summons) (spoken and written texts).
- Trial processes (court proceedings examination, cross-examination, intervention, rules and procedures, jury summation, decision) (spoken texts).
- Recording of judgment in law reports (written texts).

Besides the classification based on branches of law, text function and situation of use, there are other criteria to classify legal texts into genres. Danet (1980:471) offers a different classification of genres of legal texts taking into consideration their formality of style and

written or spoken form of them. Concerning the formality of legal texts, he distinguishes between frozen, formal, consultative, casual, and intimate type of texts and provides the following typology of genres of legal texts based on the register and medium in different legal texts:

1. Frozen written: insurance policies, contracts, leases, wills.
2. Frozen spoken-composed: marriage ceremonies, indictments, witnesses' oaths, verdicts.
3. Formal written: statutes, briefs, appellate opinions.
4. Formal spoken-composed: lawyers' examination of witnesses in trials, lawyers' motions.
5. Consultative spoken composed: lay witnesses' testimony.
6. Consultative spoken-spontaneous: lawyer-client interaction, bench conferences.
7. Casual spoken spontaneous: lobby conferences, lawyer-lawyer conversations.

The typology proposed by Danet (1980) is obviously a more comprehensive classification as it includes both written and spoken genres of legal texts.

Cao (2010:193) believes that legal texts are divided into three categories: private legal documents, domestic legislation, and international legal instruments. Of all the possible taxonomies regarding legal genres visited, in this thesis we adhere to the one suggested by Cao and therefore we develop it in the following sub-sections.

2.7.1 Domestic legislation

Regarding domestic legislation, there are two types of situations where local statutes are translated.

- Bilingual and multilingual jurisdictions where two or more languages are the official legal languages. For example, Canada, Switzerland, Hong Kong, and South Africa are among these countries.
- Any monolingual country where its laws are translated into a foreign language

or languages for information purposes, for instance, the US and China.

According to Cao (2010:194), modern statutes consist of a general structure and standard form with the following common elements:

- Title.
- Date.
- Preamble.
- The enacting words.
- Substantive body: the parts, articles and sections.
- Schedules or forms.

One prominent linguistic feature of legislative texts is the illocutionary force. According to Kurzon (1986), a legislative text as a rule-enacting document is a speech act with illocutionary forces. This pragmatic feature is a crucial and prominent linguistic aspect of statutes, for both domestic or local statutory instruments and multilateral legal instruments. It is universally important as the basic function of law is regulating human behavior and relations by setting out obligations, permission and prohibition in society. These are expressed in language through the use of words such as ‘may’ for conferring a right, privilege or power, ‘shall’ for imposing an obligation to do an act, and ‘shall not’ or ‘may not’ for imposing an obligation to abstain from doing an act.

2.7.2 International legal instruments

According to Cao (2007), the translation of legal instruments in international or supranational bodies such as the United Nations (UN) and the European Union (EU) forms a special area of legal translation practice. Such translational activities can entail translating multilingual documents such as international instruments of the UN involving several languages, and translating bilateral treaties involving two languages. The translation of such legal documents

of international nature as opposed to domestic laws has its own idiosyncrasy as well as sharing the characteristics of translating law in general.

One important principle in the practice of multilingual law is the principle of equal authenticity, that is, all the official language texts of an international treaty, whether translated or not, are equally authentic, having equal legal force. According to Šarčević (1997:199), the importance attached to the principle of equal authenticity was intended to converse certain authority on each of the authentic texts, in fact, eliminating the inferior status of authoritative translations. This also carries with it a high-level requirement for accuracy on the part of the legal translator.

2.7.3 Private legal documents

Private legal documents are the drafted documents that lawyers use in their daily practice for their clients, which include:

- deeds,
- contracts and other agreements,
- leases,
- wills,
- legal texts such as the statutory declaration, power of attorney, statements of claims or pleadings,
- court documents and advice from lawyers to clients.

According to Cao (2010:83), the translation of these documents constitutes the majority of actual translation work for many legal translation practitioners.

Private legal documents often follow certain established patterns and rules in a particular jurisdiction. Agreements and contracts, which are among the most commonly translated private legal documents from and into English, are often written in similar styles. Such documents, often contain old or archaic words and expressions reflecting the old drafting style. Another

common usage is word strings, for instance, ‘restriction, restraint, prohibition or intervention’. Some describe these collocations as containing too many words or verbs. Sentences are also typically long and complex, and passive structures are among the most used structures in these documents.

Considering the purpose of private documents, according to Aitken and Butt (2004), these documents, whether original or translated, have major functions including creating, conferring, varying or negating legal rights and obligations and recording such rights and obligations. They are also used before a court or legal authorities to protect rights or enforce obligations. Private legal documents are important, as Dick (1985:1) states: “drafting legal documents is like drafting statutes between private parties, setting out the relationships and ground rules in a formal or written form”.

According to Cao (2007:84), regarding the purposes and uses for translated private legal documents, they may be requested by organizations or individuals while their legal status varies. They may be for informative purposes or normative purposes. The translation of private legal documents is often used by a specific entity or individual for a specific purpose, and this is a clear difference with the translation of statutory and international instruments, that are used for the public at large.

2.8 Summary

This chapter provided an analysis of various subjects related to the translation of legal texts: the legal terminology, the main sources of difficulty in legal translation, legal translation techniques, the notions of genre and text type, and the description of “legal genre”. In the forthcoming chapter, a comprehensive description of the selected corpus for the empirical study, which falls under the classification of private legal documents proposed by Cao (2010) is presented.

Chapter 3: Corpus description

3.1 Overview

The hypotheses posited in the introduction of this thesis asserts that average Iranian citizens will need less time to read, will understand better and will sign with more confidence commonly used legal documents if they are translated into plain Persian. To be able to test these hypotheses, it is necessary to start by selecting a corpus of legal texts that are used on an every-day basis by average citizens in Iran. These will be the texts used to measure the variation of the degree of understanding of the citizens when an intralingual translation is provided instead of the original text. This chapter introduces the three legal genres selected for the purposes of this study and the method followed to select them. Then, each genre is described, and a representative text of each genre is chosen. Finally, the legal terms causing difficulties in the understanding of each text are extracted and explained, and an intralingual translation of each representative text is proposed.

3.2 Genres selected for the study

According to Biber (1988:246), corpus representativeness determines the kinds of research questions that can be addressed and the generalizability of the results of the research. Prieto Ramos et al. (2019:94), state that there is no general agreement on how to achieve representativeness. The following ideas have been proposed to determine the representativeness of the corpora:

Table 6 Statements regarding the representativeness of corpora.

Biber (1993, 1990)	Proposes 1,000-word and 10-text samples could adequately represent the linguistic characteristics of the target population.
Oostdijk (1991)	Argues that samples of 20,000 words can be sufficiently representative of a genre.

<p>Leech, (1991:10); Bowker and Pearson (2002:48); Koester (2010:67)</p>	<p>Agree that small corpora may be adequate to analyze specialized language.</p>
<p>Sinclair, 2004:189); Walter (2010:429)</p>	<p>Recommend a minimum volume of several million tokens in the case of corpora compiled for the analysis of general language</p>
<p>Halverson (1998:2)</p>	<p>Expresses with regard to corpus use in translation research, emphasis must be put on the relationships between various conceptions of the object of inquiry, the theories derived to explain that object, and the data and methods used to test and refine those theories.</p>

In this study, the main criteria for selecting the corpora is to include those legal genres that are read and used (signed) in the day-to-day life of average citizens and pose a challenge for them in terms of reading and understanding the contents. Therefore, the approach chosen follows the ideas of Leech (1991:10) and Bowker and Pearson (2002:48), i.e. the decision to utilize small corpora was made due to the specialized language (legal language) and practical requirements of the study. These requirements are primarily related to the use of a questionnaire with participants, who are required to read the texts twice - in their original and intralingual versions - and answer questions. Hence, the texts needed to be short, with only a small number of them. For the purpose of the study, I ultimately decided to create a corpus that included three genres, each represented by one text. These three texts in Persian, along with their intralingual

translations, form the corpus.

Given the importance to choose the three most representative genres for the study, a survey was designed and conducted with 20 Iranian lawyers. They were asked to answer a questionnaire designed with Google Forms⁷ where they were required to select three genres (out of twenty-one legal genres suggested) that they believed were the reason why most average citizens consulted them. The twenty-one legal genres suggested in the questionnaire were adapted from the 20 legal text types proposed by Hathaway (1996:684).

Resolutions	Statutes	Executive orders	Rules	Complaints, answers, Motions, orders
Briefs	Affidavits	Jury Instructions	Judicial options	Consumer-finance contracts
Insurance contracts	Construction, goods, services, and employment contracts	Investment contracts	Listing and purchasing agreements	Deeds and easements
Lease	Land contract	Notes and mortgages	Durable powers of attorney	Wills and trusts

Figure 20 Classification of legal text type according to Hathaway (1996).

7. see Appendixes 1 and 2 to see the complete questionnaire that was sent.

The researcher added another category to this classification: The Marriage contract. This addition was based on previous conversations with several lawyers who emphasized its importance. The marriage contract is particularly significant in Iranian culture as it establishes and regulates the terms mentioned in the contract, which have enforceable guarantees under very specific circumstances. These conditions can be accepted or rejected by both the man and the woman. It appears that these conditions primarily aim to provide rights to women. However, the lack of clear legal information can potentially alter the interpretation of the conditions and result in outcomes that are unfavorable to women. For example, one of the conditions stated in a marriage contract is: "If divorce is not requested by the wife and the court determines that the request for divorce is not due to the wife's failure to fulfill her marital duties or her misconduct or immoral behavior, the husband is obligated to transfer half of his existing assets acquired during the marriage to the wife, or an equivalent amount, without compensation."

According to the lawyers consulted, although this condition is seemingly added to support women, its ambiguous and general wording, along with the extended scope, often lead to inadequate financial support for the wife and also, sometimes, exacerbates her problems. This is because it may cause the wife to continue living in difficult circumstances, such as dealing with the husband's misconduct or addiction, solely out of fear of financial difficulties after a divorce. One of the most significant criticisms of this condition is that there are several assumptions for it to be applied: firstly, the husband must be the one seeking divorce, meaning he must be the petitioner for divorce. Secondly, the divorce should not be based on the wife's failure to fulfill her marital duties or her misconduct, which means that if the husband's misconduct and immoral behavior are the cause of the divorce and proven as such, the condition of transferring assets does not apply. And thirdly, in the sentence "half of his existing assets" or an equivalent amount, it is unclear whether this amount can be interpreted as the lowest

percentage of the husband's assets, up to a maximum of fifty percent, and this will depend on a court's determination.

This condition mainly refers to the extent of a woman's rights in fundamental matters such as child custody, the ability to leave the country, education, and more. In Europe, there are some similar regulations, particularly regarding property and determining the rights of each spouse after marriage. However, in most cases, these pertain to matters such as the use of the married name or similar issues, and a woman does not need to request her basic rights like work permission or traveling.

The results of the survey, which was conducted in 2020, showed that Purchase contracts (75%), complaints, answers, motions, and orders (85%), and marriage contract (95%) were the three most prevalent reasons for regular citizens to consult with the lawyers. Figure 21 shows a screenshot of the questionnaire's results in Persian, as the lawyers were Iranian lawyers, and the translation into English can be seen in Figure 22.

Regarding the text type “complaints, answers, motions, and orders”, out of the four options included, it was decided to focus solely on Complaint requests for our study. The reason for this decision is that working on all four text types would have exceeded the time constraints of the study, and since a complaint request is the initial phase of the process, this was the text type

selected.

لطفا حتماً و فقط سه گزینه که بیانگر علت مراجعه ی موکلین به شما، به عنوان وکیل می باشد را انتخاب کنید.



20 responses

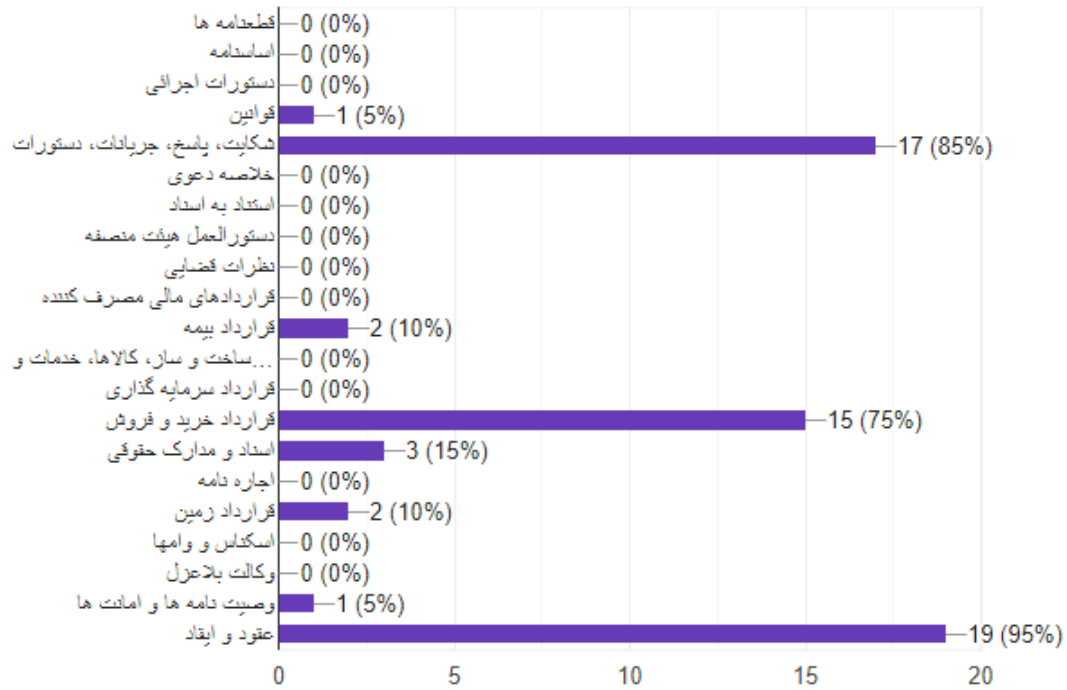


Figure 21 Lawyers' answers regarding the most common reasons for clients to refer to them (Persian).

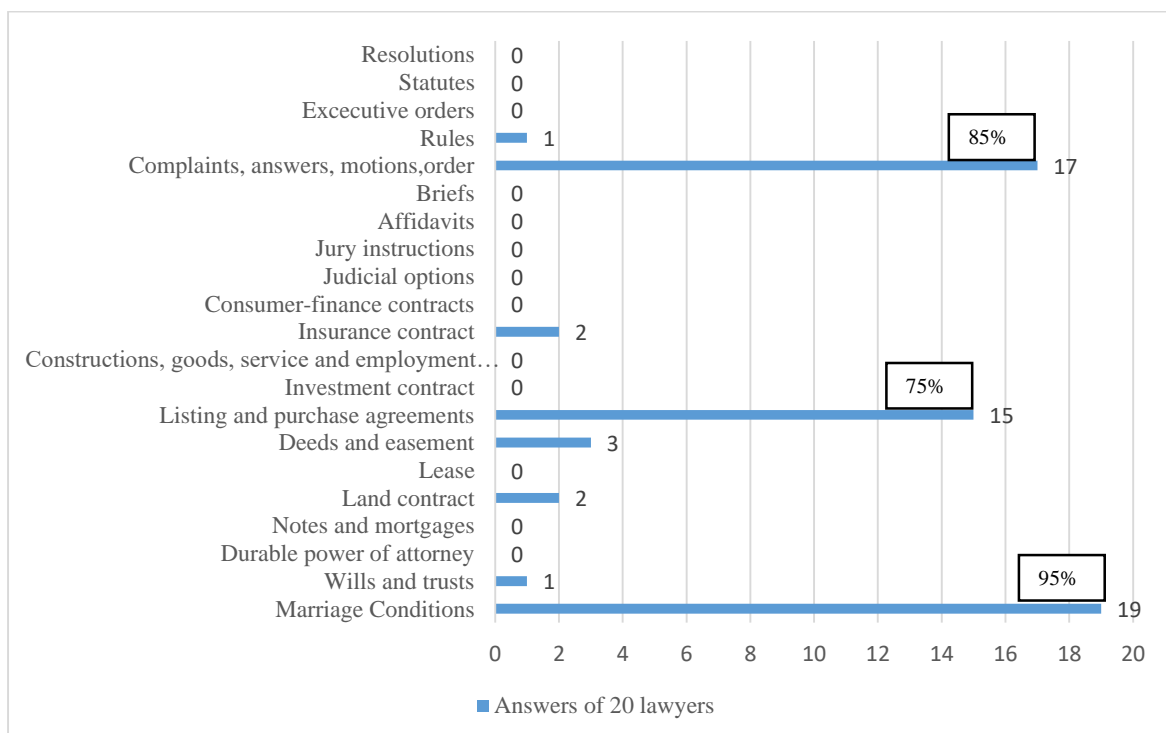


Figure 22 English equivalence of chart 21 (Lawyers' answers regarding the most common reasons for clients to refer to them).

Once the three legal genres to compose the corpus of the study were chosen, the terminology, the specific contents and the macrostructure of each genre were analysed and defined. Subsequently, a specific sample (a text) of each genre was selected to be used in the study and it was intralingually translated. This process is explained in the following sections.

3.3 Corpus selection

The process of acquiring a representative sample from each of the three selected genres to construct the corpus for the study proved to be quite complicated. While there were some available templates on the internet, they lacked the necessary content, thus requiring us to gather texts from various sources. Legal websites were discovered that provided examples pertaining to specific aspects of the genres, enabling additional text samples to be obtained. Additionally, Friends and colleagues in Iran were reached out to by me, requesting genuine samples of the three genres that had been personally used by them. One sample text for each of the three genres could be reproduced by putting together all the information, templates, and real text samples. To ensure the protection of individuals' identities, all personal details were anonymized to prevent any recognition. Considering that the texts would be used in a study involving repeated reading by the study participants, an effort was made by me to keep the documents as concise as possible during the drafting of the final versions. This implied, for instance, removing all the sections devoted to the personal information of the parties or the people involved. Finally, two Persian lawyers were consulted to review the prepared documents, assessing whether they conformed to the customary content and format of the three genres.

With regard to the intralingually translated versions of the three legal texts, to actually translate the texts, the suggested guidelines derived from the works of Kimble (1992), Campaign (1996),

Butt & Castle (2006), Williams (2007), Adler (2012), and also the Plain English Campaign (2015a) were employed by me in translating the texts into intralingual versions for the three legal texts. These guidelines were adapted to the Persian language to the extent that they were applicable. Besides following these guidelines, in terms of sentence structure in Persian, the recommended steps proposed by Habibi (1995) were followed.

To ensure accuracy, once the intralingual translations were ready, two Iranian lawyers were engaged to review them and identify any potential mistranslations.

Finding suitable equivalents for the legal terms during the intralingual translation process proved to be a time-consuming task. Besides consulting the general and specialized reference works, such as legal encyclopaedias and specialized dictionaries to ensure the selection of accurate equivalents, expert lawyers served as expert consultants throughout the translation process. Some challenges were encountered when dealing with archaic words, particularly some linking words that were not adequately explained in dictionaries. It was crucial to determine their precise meaning in order to provide an appropriate intralingually translated version. In such instances, additional research and discussions with lawyers were conducted to gain a comprehensive understanding. Another issue that arose was organizing the translated words in a logical order.

3.4 Purchase contract description

The term for Purchase contract in the Persian language is "bey," which is an Arabic loan word. Its inclusion in Iranian civil law has been influenced by jurisprudential books. Dadgaran Hami

legal office⁸ asserts that the Purchase contract holds great significance in all legal systems due to its regulation of one of the most common life situations: when an individual buys a general property from another person or entity using money. The results of the questionnaire (Chart 2) further support the importance of this genre, as it reveals that it is the third most common reason (75%) for clients seeking legal assistance from lawyers.

In a Purchase contract, key elements encompass the personal information of both parties involved in the contract, the property's characteristics, and the specified conditions. While the chosen sample for the study excludes the personal information of the parties, it includes details regarding the land property and retains the typical conditions found in a Purchase contract. The selected sample text, consisting of 255 words in Persian, was described, analyzed, intralingually translated, and translated into English as part of the study.

Table 7 shows the original version of Purchase contract in Persian chosen as a sample for the purpose of this study. It is related to purchasing a flat in Kerman, Iran, and the translation into English can be seen in Table 8.

Table 7 Original version of the Purchase contract (Persian) (255 words).

قرارداد خرید و فروش
قرارداد خرید و فروش یک باب آپارتمان
الف) طرفین قرارداد.
فروشنده.....

⁸ <https://www.dadgaran.com/sample-contracts>

خریدار.....

(ب) موضوع قرارداد و مشخصات ملک

بیع تمامی 6 دانگ یک دستگاه آپارتمان دارای پلاک ثبتی 543 فرعی از 2 اصلی به مساحت اعیانی 200 مترمربع و به صورت 3 خوابه و مساحت عرصه 250 متر به نشانی محل وقوع ملک کرمان، خیابان نشاط و با جمیع توابع شرعی و لواحق عرفیه آن بدون استثنا عرصتاً و اعیاناً به انضمام برق و آب و گاز شهری و یک رشته تلفن و دارای پایان کار ساختمان شماره 7785 مورخ 1395/02/02 صادره از سوی شهرداری منطقه یک می باشد .

(ج) شرایط

- در صورتی که فروشنده در حین مدت یا بعد از ایفای خیار شرط، تمامت ثمن معامله را به صندوق ثبت سپرده باشد حق دارد با ارائه ی قبض سپرده مربوطه راساً نسبت به فسخ و القای این معامله اقدام نماید.
- فروشنده مکلف است هزینه های قانونی از جمله حق مرغوبیت , پذیره , حق مشرفیت عوارض , دیون به اشخاص ثالث و فک رهن را بپردازد .

-چنانچه خریدار به هرنحوی از انحاء از انجام معامله استنکاف ورزد موظف به پرداخت وجه الالتزام 10 میلیون ریال می باشد که باید به طرف مقابل پرداخت گردد.

- در صورتیکه معلوم گردد مورد معامله به جهت قوه قاهره قابلیت انتقال نداشته و این عامل مربوط به زمان انعقاد قرارداد باشد . قرارداد باطل است و فروشنده موظف است مبلغ دریافتی را به منتقل الیه مسترد کند .
-کلیه اختیارات ولو اختیار غبن به استثناء اختیار تدلیس از طرفین ساقط گردید.

Table 8 Original version of the Purchase contract (English translation).

A)	Parties of the agreement
1-1)	Seller
1-2)	Purchaser
B)	Object of agreement and specifications of the property
	Sale of the entire 6 portions [100%] of an apartment under sub-plate No. 543 from main-plate 2, with a building area of 250 m ² , with three bedrooms, and the site area of 300 m ² , the property is situated at Neshat St, Kerman, with all legal and customary

appurtenances, with no exceptions, with site and standing property, together with electricity, water, natural gas and landline telephone connections, bearing Construction Completion Certificate No. 7785 dated 21.04.2016 issued by Municipality of Dist. 1.

C) Terms and Conditions

- If the vendor has deposited the full price of the transaction to the registration fund during or after fulfilling the option of the conditions, he has the right to terminate and cancel this transaction unilaterally by presenting the relevant deposit receipt.
- The vendor is bound to pay the legal expenses including quality assurance fee, registration fees, stamp duties, debts to third parties and mortgage redemption cost.
- Should the purchaser refuse to complete the transaction in any way, he is obliged to pay the retention money of 10 million Rials, which must be paid to the other party.
- If it turns out that the property is not transferable due to *force majeure* reasons, and this nontransferability is related to the time of contract formation, the agreement will be deemed void and the vendor will be obliged to return the amount received to the transferee.
- The parties waive themselves from any and all options to cancel the contract, except in the case of fraud.

The structure of this document comprises several sections. The first section includes the personal information of both the seller and the purchaser. Following that is the description of the property and the conditions of the contract. Finally, the document concludes with the signatures of both parties. The description of the property and the conditions of the contract consist of various phrasemes, terms, and syntax structures that can be challenging to understand. Some of these special features are explained here, based on Habibi's (1995) classification of Persian legal texts features:

- One of the techniques that makes this text more difficult for a regular citizen is the use of synonyms. For example “فسخ و القای” both have the same meaning in Persian, they mean “to cancel” a contract.
- ولو is a linking word meaning “even if”, it is only used in legal texts and adds difficulty to the texts.
- Some sentences imply a commitment by one of the parties, like "فروشنده مکلف است..." meaning that “the vender is in charge of..” that is also not easy to understand.
- There are also words like "وجه الالتزام" and "منتقل الیه", which mean “amount of delay compensation agreed between the parties” and “purchaser”, respectively, that imply a commitment but are incomprehensible for average citizens.

3.4.1 Legal terms included in Purchase contract

The text referenced in Table 7 encompasses several terms and phrasemes that can be challenging due to their Arabic origin, archaic nature, or specialized usage in Persian. These Persian terms carry meanings that may differ from their regular interpretations in general language. Table 9 includes these terms along with their explanations in Persian and their corresponding translations into English.

Table 9 Purchase contract terms and phrasemes.

Specialised terms that are difficult to understand for lay citizens (Persian)	Explanation of the term (Persian)	Translation/Explanation of the term (English)
1. باب	دستگاه	Unit
2. بیع	خرید و فروش	Purchase

<p>3. مساحت اعیانی</p>	<p>مساحت ساختمان(بخش ساخته شده) صورت به ملکی (اگر شامل باشد دانگ شش می اعیان و عرصه خاص موارد در و باشد وقفی های زمین مانند ملک است ممکن ... و فقط یا عرصه شامل فقط) باشد اعیان شامل</p>	<p>Building area</p>
<p>4. مساحت عرصه</p>	<p>مساحت کل زمین</p>	<p>Total land area</p>
<p>5. توابع شرعی</p>	<p>هر چیزی که دین آن را مطابق قوانین خرید ملک بداند.</p>	<p>Everything accepted by religion as purchase rules.</p>
<p>6. لواحق عرفیه</p>	<p>هر چیزی که عادات مکرر مردم آن را مطابق قوانین خرید ملک بداند.</p>	<p>Everything accepted as purchase rules by its repetition that has changed to a norm.</p>
<p>7. عرصتاً و اعیاناً</p>	<p>از لحاظ زمین ملک و ساختمان ملک</p>	<p>Considering the land property and the building in it.</p>
<p>8. به انضمام</p>	<p>به همراه</p>	<p>Along with</p>

<p>9. <i>خيار شرط</i></p>	<p>اختیاری است که توسط طرفین در عقد گنجانده می‌شود و به موجب آن یکی از طرفین و یا هر دو طرف عقد و یا حتی شخص ثالثی که جزوی از متعاملین نبوده است دارای اختیار فسخ معامله شناخته می‌شود.</p>	<p>This is an option that is included in the contract by the parties and specifies who is recognized as having the right to terminate the transaction, i.e. which one of the parties, or both parties, or even a third party who was not part of the original parties..</p>
<p>10. <i>تمامت ثمن</i></p>	<p>کل پولی است که در قبال فروش مالی به دست می‌آید.</p>	<p>It is the total amount of money earned from financial sales.</p>
<p>11. <i>راسا</i></p>	<p>بی واسطه</p>	<p>Without intermediaries</p>
<p>12. <i>فسخ و القای این معامله</i></p>	<p>باطل کردن معامله</p>	<p>Cancel the contract</p>
<p>13. <i>مكلف</i></p>	<p>کسی که وظیفه و امری را عهده‌دار شده</p>	<p>Someone who is in charge of a task.</p>
<p>14. <i>پذیره</i></p>	<p>مبلغی که سازمان اوقاف یا متولی خاص موقوفه در ازای واگذاری ملک به شخص دریافت می‌کند و مستاجر نیز مبلغ اجاره</p>	<p>The amount that the endowment organization or the trustee of the endowment receives in exchange for the transfer of the property to a</p>

	بها را به صورت ماهانه یا سالانه می پردازد	person, and also the rent on a monthly or annual basis by the tenant.
15. حق مشرفیت عوارض	مبلغی که صاحب ملک باید به شهرداری در صورت افزایش قیمت ملک به دلیل قرار گرفتن آن در موقعیت خاص، مثل قرار گرفتن در کنار یک ساختمان تجاری جدید ساخته شده ، پرداخت کند.	The amount of money that needed to pay to the municipality in the case its location changes due to, for example, some newly built commercial buildings next to it.
16. دیون	قرض و بدهی	Debt
17. فک رهن	آزاد کردن سند ملکی که در رهن و گرو بانک بوده است	Releasing a document that has been mortgaged by the bank
18. انحاء از انجام معامله	به هر طریق و شیوه	In any way
19. استنکاف ورزد	خودداری کند	Refuse
20. وجه الالتزام	مبلغ خسارت تاخیری که بین طرفین توافق شده است (که ممکن است کمتر یا بیشتر از خسارت وارده باشد)	Amount of delay compensation agreed between the parties (which may be more or less than the damage)

21. <i>به جهت قوه قاهره</i>	به علت وجود یک عامل طبیعی غیر قابل پیش بینی که مربوط به طرفین نیست	Due to the existence of an unpredictable natural factor that is not related to the parties.
22. <i>انعقاد قرارداد</i>	بستن قرارداد	contract
23. <i>منتقل الیه</i>	خریدار	purchaser
24. <i>مسترد کند</i>	برگرداندن پول	Return the money
25. <i>اختیار غبن</i>	اختیار برهم زدن قرارداد از طرف هر یک از طرفین، در صورت آگاهی یافتن از ضرری که کاملاً مشخص است	The authority to terminate the contract by either party, if they are aware of a damage that is completely known
26. <i>ولو</i>	حتی	Even
27. <i>اختیار تدلیس</i>	اختیار برهم زدن از طرف شخصی که ادعا میکند فریب خورده است. باقی است.	The authority to disrupt remains with the person who claims to have been deceived.
28. <i>ساقط گردید</i>	گرفته شده است	Is taken

3.4.2 *Purchase contract intralingual translation*

To intralingually translate the difficult terms and phrasemes mentioned in Table 9, three Persian encyclopaedias were utilized: Dekhkoda Encyclopedic Dictionary⁹, Mo'in Encyclopedic Dictionary¹⁰ and Amid dictionary¹¹. Additionally, legal websites¹² and weblogs¹³ supervised by legal institutions were also used to address terms and phrasemes that were not found in the encyclopaedias. After defining the terms in Table 9, the intralingual translation was prepared by replacing all archaic, Arabic, and legal-specific terms with their equivalents as mentioned in the table. Synonyms were eliminated and special structures, which are specific styles of expressing commitments and conditions were also transformed into conventional language forms.

Once the translation was completed, two expert lawyers were consulted to review the explanations and double-check for any mistranslations. Table 10 presents the final intralingual

⁹ *The Dekhkoda Dictionary* (Persian: لغت‌نامهٔ دهخدا Loghatnāme-ye Dehkhodā) is the largest comprehensive Persian encyclopedic dictionary ever published, comprising 200 volumes. The Tehran University Press (UTP) under the supervision of the Dekhkoda Dictionary Institute publishes it. It was first published in 1931.

¹⁰ *Mo'in Encyclopedic Dictionary* (Persian: فرهنگ معین Farhang-e Mo'in) is the second largest Persian language encyclopedic dictionary. The Mo'in Encyclopedic Dictionary was collected during 19 years (1947-1966) under the administration of Mohammad Mo'in. After he died in 1971, the dictionary has been completed by Ja'far Shahidi.

¹¹ *Amid dictionary* (Persian: فرهنگ فارسی عمید Farhang-i Farsi 'Amid) is a two volume dictionary of [Persian language](#), written by Hasan Amid. The dictionary was first published in 1963. Hasan Amid had previously published a dictionary titled *Farhang-e No* (lit. New Dictionary) in 1954, but the most complete dictionary published by him is *Amid Dictionary* (1963). It was republished in 2010 under the supervision of Farhad Ghorbanzadeh, who is a member of Dekhkoda Dictionary Institute.

¹² <https://www.vajehyab.com/>

¹³ <https://sarayadl.com/fa/>

translation of the Purchase contract in Persian used in the study, and Table 11 provides the English translation. The comparison between the original text (255 words) and the intralingual translation (333 words) shows that to simplify the text some terms were turned into explanatory sentences. For instance, the last conditions of the original contract is less than one line in length, but the words within it require clarification, resulting in a three-line equivalent in the intralingual translation. There are several words, such as "قوه قاهره" and "مساحت اعیانی," used in this contract that make the simplified version longer. Therefore, despite the removal of synonyms that could have reduced the overall word count in the contract, the need to clarify these vague, archaic, and specialized words has resulted in a longer text.

Table 10 Intralingual translation of Purchase contract (Persian) (333 words).

قرارداد خرید و فروش		
خریدار.....	فروشنده.....	الف) طرفین قرارداد
ب) موضوع قرارداد و مشخصات ملک		
این قرارداد ، قرارداد خرید شش دانگ یک دستگاه آپارتمان با شماره ثبت 543 فرعی از 2 اصلی میباشد. مساحت گُل ملک 200 مترمربع است و مساحت زمین 250 متر است. این آپارتمان سه خوابه در شهر کرمان، خیابان نشاط واقع شده است. تمام آنچه که از نظر دین و عرف مطابق قوانین خرید ملک است (کل ملک)، به اضافه برق و آب و گاز شهری و یک رشته تلفن و حق پایان کار ساختمان به شماره 7785 در تاریخ 1398/02/02 صادر شده از سوی شهرداری منطقه یک میباشد.		
ج) شرایط		
- در صورتی که فروشنده در مدت زمانی که اختیار بر هم زدن قرارداد را بر اساس شروطی دارد، یا حتی پس از استفاده از این حق، و حتی زمانی که کلیه ی مبلغ مورد معامله را به صندوق ثبت پرداخته باشد، میتواند با نشان دادن قبض سپرده مربوطه شخصا نسبت به برهم زدن قرارداد اقدام کند.		
- فروشنده موظف است هزینه های قانونی از جمله حق مرعوبیت، مبلغ پرداختی سازمان اوقاف، حق شهرداری در صورت افزایش قیمت ملک ، بدهی به اشخاص ثالث و همچنین حق آزاد کردن سندی که در رهن بانک بوده است را بپردازد.		

- چنانچه خریدار به هر طریقی از انجام معامله خودداری کند، موظف است خسارت توافق شده، به مبلغ 10 میلیون ریال را به طرف مقابل بپردازد.

- در صورتی که معلوم گردد ملک مورد معامله به علت وجود یک عامل طبیعی غیر قابل پیش بینی که مربوط به طرفین نیست، قابلیت انتقال به خریدار را ندارد، و این عامل از همان ابتدا که قرارداد منعقد شده به وجود آمده است، قرارداد باطل است و فروشنده موظف است که مبلغی را که دریافت کرده است به خریدار برگرداند.

- تمامی اختیارات برای لغو قرارداد، حتی حق لغو قرارداد از طرف هر یک از طرفین، در صورت کشف ضرری که به قیمت غیر واقعی معامله مربوط می شود، لغو شده است. اما حق لغو قرارداد تنها برای شخصی که ادعا می کند که تحت فریب قرار گرفته است، باقی می ماند.

Table 11 Intralingual translation of Purchase contract (English).

Sales contract

A) The parties to the contract:

1. Seller
2. Customer

B) Subject and property specifications

This contract is related to the purchase of an apartment with registration number 543, sub-2 of the original, measuring 250 square meters, featuring three bedrooms, and occupying a land area of 300 square meters. It is situated on Neshat St, Kerman, with all legal functions, customary additions, and utilities intact, including electricity, water, gas, and a telephone line. The construction of the building was completed on 02/04/2016, as confirmed by the municipality of region one under building number 7785.

C) Conditions:

- The seller, during the period in which they have the option to terminate the contract based on certain conditions, or even after exercising this right, and even when they have fully paid the entire amount for the property to the registration fund, can personally

proceed with the termination of the contract by presenting the relevant deposit receipt.

- The seller is obligated to cover legal expenses including the quality assurance fee, the payment to the Endowment Organization, municipal fees in case of property price increase, debts owed to third parties, as well as the cost of releasing the title deed that was held as collateral by the bank.
- If the buyer refrains from completing the transaction in any way, they are obligated to pay the agreed-upon compensation, (for example, in the amount of 10 million Rials), to the other party.
- If it turns out that the property being traded is not transferable to the buyer due to an unpredictable natural factor that that is unrelated to both parties, and this factor exists from the beginning when the contract was concluded, the contract is void, and the seller is obligated to refund the received amount to the buyer.
- All rights to cancel the contract, including the right to cancel the contract by either party, have been relinquished in the event of discovering damages related to an unrealistic price of the transaction. However, the right to cancel the contract remains only for the person claiming to have been deceived.

3.5 Marriage contract description

In Iran, when a marriage contract is signed, the man becomes legally obligated to provide dowry and alimony, while the woman is obligated to fulfil her responsibilities towards the man. Additionally, certain aspects of the woman's life depend on the man's permission. However, the lack of clear understanding of each condition accepted by the woman can lead to unpredictable problems in the future. To prevent potential problems, some women who are aware of these circumstances try to include additional conditions in the marriage contract. Iranian couples have the possibility to modify the marriage conditions and reach predetermined

agreements. By applying these agreements and having sufficient knowledge, many of the women's concerns regarding their rights and the perceived superiority of men's rights can be resolved.

The marriage conditions in Iran are documented in the Mmarriage contract. Typically, a standard marriage contract consists of twelve predefined conditions, but couples have the option to add additional conditions to the existing list as they desire. For the purposes of this study, the selected sample text includes the usual fixed conditions found in all marriage certificates, as well as three additional conditions that refer to the roles and rights of the husband and wife. These three conditions hold significance in addressing potential issues that may arise between the couples, as will be thoroughly explained. Thus, it was deemed important to include them in the sample text. The chosen sample text used in the study comprises 184 words in Persian and has been described, analyzed, intralingually translated, and translated into English this section.

Regarding the structure of the marriage contract, it includes the personal information of the couples, the date of the marriage and the personal information of marriage witnesses. The Iranian Marriage contract contains the following twelve fixed conditions, that can be a valid cause for the woman to seek a divorce:

1. The husband's refusal to provide alimony for a period of six months under any circumstances, and the inability to enforce alimony payment, as well as in cases where the husband fails to fulfil other obligatory rights of the wife for a period of six months and cannot be compelled to fulfil them.
2. The husband's misconduct or ill-treatment to such an extent that it becomes unbearable for the wife to continue the marriage.
3. The husband's incurable illness to the extent that it poses a risk to the continuation of the marriage for the wife.

4. The husband's insanity in cases where the dissolution of the marriage is not possible under religious law.
5. Failure to comply with the court's order regarding the prohibition of the spouse from engaging in an occupation that, in the court's opinion, is detrimental to the family's interests and the dignity of the wife.
6. The husband's conviction by a final judgment to a sentence of five years or more imprisonment, or a non-monetary penalty resulting in detention for five years due to an inability to pay, or a combination of imprisonment and non-monetary penalties totalling five years or more, while the sentence is being executed.
7. The husband's addiction to any harmful substance, which, according to the court's determination, disrupts family life and makes it difficult for the wife to continue living with the spouse.
8. The husband abandoning family life without justifiable excuse (the determination of abandonment of family life and justifiable excuse lies with the court), or being absent without justifiable excuse for six consecutive months, according to the court's determination.
9. The husband's final conviction for committing a crime and the execution of any punishment, whether it be the maximum punishment or disciplinary measures, as a result of committing a crime that is contrary to the family's dignity and the interests of the wife. The determination of whether the punishment is contrary to the family's dignity and interests is made by the court, taking into account the spouse's situation and circumstances, as well as other standards and norms.
10. In the event that the wife remains childless due to the husband's infertility or other physical consequences for a period of five years.
11. In the event that the husband goes missing and cannot be found within six months after the wife's referral to the court.

12. The husband marrying another person without the wife's consent or failing to provide justice to their other spouses, as determined by the court.

These 12 pre-printed conditions in the Marriage contract mean that, if any of these circumstances are observed in marital life, the woman has the right to seek a divorce. Couples have the flexibility to add as many conditions as they desire, which define the roles, expectations, and responsibilities of both the husband and wife. It is important to note that in prenuptial agreements, this aspect holds a contractual nature, and the parties have the option to fully or partially reject these conditions. Figure 23 presents an example of a charity task (supporting ten underprivileged children's education) that the wife desires and has been included as a condition in the marriage contract.

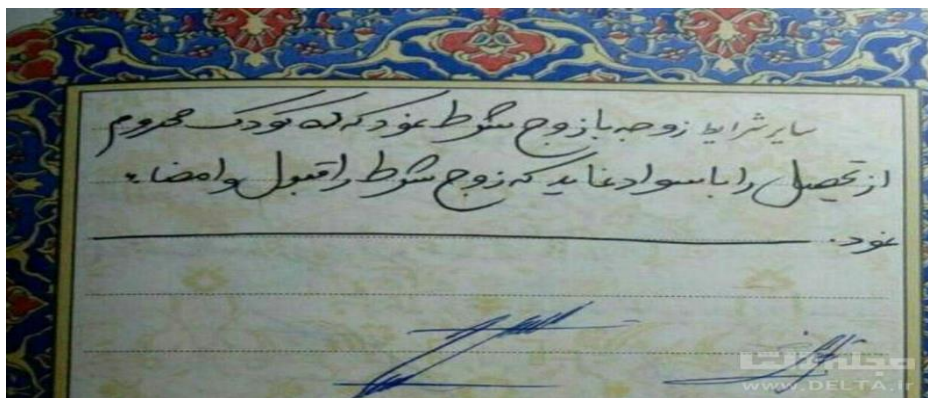


Figure 23 Sample of a condition added by the wife to the marriage certificate.

Table 12 shows the original version of some conditions stated or added in a Marriage contract that were chosen as a sample for the purpose of this study. The translation into English can be seen in Table 13.

Table 12 Sample of some conditions included regularly in a Marriage contract (Persian) (184 words).

شروط ضمن عقد
1. استنکاف شوهر از دادن نفقه زن به مدت شش ماه به هر عنوان و عدم امکان الزام او به تأیید نفقه و همچنین در موردی که شوهر سایر حقوق واجبه زن را به مدت شش ماه وفا نکند و اجبارا ایفا هم ممکن نباشد.

2. زوج، زوجه را در ادامه تحصیل تا هر مرحله که زوجه لازم بداند و در هر کجا که شرایط ایجاب نماید مخیر می سازد .

3. زوج به زوجه وکالت بلاعزل با حق توکیل به غیر می دهد تا زوجه در هر زمان و تحت هر شرایطی از جانب زوج اقدام به مطلقه نمودن خود از قید زوجیت زوج به هر قسم طلاق، اعم از بائن و رجعی و خلع یا مبارات به هر طریقی اعم از اینکه اخذ یا بذل مهریه کند.

4. در صورتی که دوام زوجیت موجب عسر و حرج زوجه باشد، وی می تواند به حاکم شرع مراجعه و تقاضای طلاق کند. چنانچه عسر و حرج در محکمه ثابت شود، دادگاه می تواند زوج را اجبار به طلاق نماید و در صورتی که اجبار میسر نباشد، زوجه به اذن حاکم شرع طلاق داده می شود.

Table 13 Sample of some conditions included regularly in a Marriage contract (English).

Marriage conditions:

1. When the husband refuses to pay alimony to the wife for six months in any manner and it is not possible to make him pay the alimony, and also when the husband does not meet the wife's rights for six months and it is not possible to make him meet them.
2. The husband acknowledges that the wife may continue her education as far as she deems appropriate, and wherever the circumstances require.
3. The husband vests the wife with an irrevocable power of attorney, with the right to subdelegate, to apply for divorce on the part of the husband, whenever and under any circumstances, and divorce herself under any type of divorce including irrevocable, revocable, khula or consensual divorce, under any procedure, including collection or donation of dower.
4. If the continuation of the marriage causes hardship and difficulty for the wife, she has the right to seek divorce by approaching the Sharia authority. If the hardship and difficulty are proven in court, the court may compel the husband to grant the

divorce. In cases where compulsion is not feasible, the wife may be granted divorce with the permission of the sharia authority.

These conditions include several legal terms, which make the comprehension of these conditions difficult. They are described here, according to Habibi (1995b):

- The term “حقوق واجبه زن” means “all the determined rights for a woman”. The inclusion of this term implies that there is no clear mention of the rights of women, and this may cause women to tolerate some behavior and difficulties due to lack of knowledge of these rights.
- The conditions are mainly the rules that express the behavior, commitment, prohibitions, and permissions. For example:

مخير می سازد... \Longrightarrow To give the authority...

وی می تواند... \Longrightarrow She can...

دادگاه می تواند... \Longrightarrow The court has the permission...

زوج به زوجه وکالت بلاعزل با حق توکیل به غیر می دهد... \Longrightarrow The husband gives the wife an permanent power of attorney to have a lawyer other than herself...

- “اعم از” is also among the linking words which mean “including” and adds difficulty to the text.
- “استنکاف شوهر از دادن نفقه زن” is an example of a negative sentence which expresses the basic rules and principles and can be difficult to understand. It means “refusing to pay alimony to the wife”.

3.5.1 Legal terms included in marriage contract

Table 14 includes the legal terms and phrasemes that can be found in the text shown in Table 12, together with their explanation in Persian and the translation or the explanation in English.

Table 14 Marriage contract terms and phrasemes.

Specialised terms that are difficult to understand for lay citizens (Persian)	Explanation of the term (Persian)	Tralation/Explanation of the term (English)
1. استنکاف کردن	امتناع کردن	To refuse
2. عدم امکان الزام	غیر ممکن بودن اجبار	Impossibility of coercion
3. نفقه	خرج هر روزه	Every-day expenditures
4. حقوق واجبه زن	تمامی حقوق تعریف شده برای زن	All determined rights for all women
5. زوج	مرد	Husband
6. زوجه	زن	Wife
7. مخیر می سازد	اختیار دادن	To give the authority
8. وکالت بلاعزل	وکالتی که غیر قابل ازبین رفتن است	A power of attorney that is permanent.
9. حق توکیل به غیر	حق گرفتن وکیل غیر از خود زن	The right to have a lawyer other than the woman herself
10. هر قسم طلاق	هر نوع طلاق	Any kind of divorce

11.	اعم از	شامل	Including
12.	بائن	طلاق غير قابل رجوع	Irrevocable divorce
13.	رجعی	طلاق قابل رجوع	Reversible divorce
14.	خلع	طلاقى كه زن به واسطه كراهتى از مرد دارد مالى به شوهر بدهد و خود را مطلقه كند.	A divorce that a woman can claim because of her hatred towards her husband. She is supposed to give money to her husband and divorce him
15.	مبارات	طلاقى كه زن و شوهر نسبت به هم كراهت دارند زن مالى كه زائد بر مهریه نیست بدهد و خود را طلاق دهد	A divorce that is granted when the couple hate each other. The woman gives an amount of money and divorces herself. This money is not more than the amount of her dowry
16.	اخذ يا بذل مهریه	مهریه را بگيرد يا آن را ببخشد	Take the dowry or forgive it
17.	موجب عسر و حرج	سختى غير قابل تحمل	Unbearable hardship
18.	حاکم شرع	قاضى دادگاه	Judge

19. میسر نباشد	غیر قابل تحمل باشد	Be unbearable
20. به اذن	با اجازه ی	With the permission of

3.5.2 Marriage contract intralingual translation

The same process as explained for the Purchase contract was followed regarding the intralingual translation of problematic terms and concepts in this text. Therefore, the Dehkhoda Encyclopedic Dictionary, Moin Encyclopedic Dictionary, Amid dictionary, as well as legal websites and weblogs, were consulted. All the terms mentioned in table 14 were replaced with their definitions, complex long sentences were transformed into shorter ones with a regular structure, and, finally, the accuracy of the definitions and the translation was reviewed by two Persian-speaking lawyers.

Table 15 Intralingual translation of some conditions included regularly in a Marriage contract (Persian) (262 words).

شروط ضمن عقد
<p>1. شوهر نفقه زن به مدت زمان شش ماه به هر دلیلی پرداخت نکند و مجبور کردن او به پرداخت نفقه امکان پذیر نباشد، و همچنین حقوقی که قانون برای زن مشخص کرده است را به مدت شش ماه انجام ندهد و مجبور کردن او نیز ممکن نباشد.</p> <p>2. شوهر، برای ادامه ی تحصیلات زن تا هر مرحله ای که زن می خواهد و در هر جایی که امکان ادامه تحصیل است به زن خود اختیار تصمیم گیری می دهد.</p> <p>3. شوهر وکالتی به زن خود می دهد که غیر قابل از بین رفتن است و همچنین حق گرفتن وکیل غیر از خود زن را می دهد تا زن تحت هر شرایطی و هر زمانی این امکان را داشته باشد، تا از طرف شوهر، خود را به هر نوعی از طلاق که می خواهد طلاق دهد. طلاق میتواند:</p> <p style="text-align: right;">- غیر قابل رجوع ،</p> <p style="text-align: right;">- قابل رجوع</p>

- طلاقى كه زن به واسطه كراهتى كه از مرد دارد مالى به شوهر بدهد و خود را مطلقه كند ،

- طلاقى كه زن و شوهر نسبت به هم كراهت دارند زن مالى كه بيشتر از مهریه نيست بدهد و خود را طلاق دهد،

به هر صورتى كه بتواند مهریه را بگيرد يا آن را ببخشد، باشد.

4. در صورتى كه ادامه رابطه زناشويى براى زن موجب سختى غير قابل تحملى بشود، زن مى تواند به قاضى دادگاه مراجعه كند و از او بخواهد او را طلاق دهد. چنانچه سختى غير قابل تحمل براى دادگاه ثابت شد، ابتدا دادگاه شوهر را مجبور به طلاق دادن زن ميكند و زمانيكه مجبور كردن مرد نتيجه نداد، زن با اجازه قاضى دادگاه طلاق داده ميشود.

Table 16 Intralingual translation of some conditions included regularly in a Marriage contract (English translation).

Marriage contract conditions:

1. If the husband avoids paying for everyday expenditures of his wife for a period of six months, for any reason, and there is no possibility to force him to pay them, and/or if the wife's rights are violated, and it is impossible to force him to pay the everyday expenditures.
2. The husband gives his wife the right to continue her education up to any level of education that she wants.
3. The husband grants his wife an irrevocable power of attorney and also gives her the right to appoint a lawyer, so that the wife has the possibility, under any circumstances and at any time, to divorce herself in any manner she desires,. Divorce can be:
 - Permanent divorce,
 - Reversible divorce,
 - Divorce where the wife, due to her hatred towards the husband, pays a financial amount to the husband and divorces herself,
 - Divorce where both the wife and husband have hatred towards each other,

and the wife pays an amount of money that is not more than the dowry, and divorces herself, in any way that allows her to either receive or waive the dowry.

4. If the continuation of the marital relationship causes unbearable hardship for the wife, the wife has the right to go to a judge and request a divorce. If unbearable hardship is registered by a court, first the court forces the husband to divorce the woman and if forcing the man does not work, the woman is divorced with the permission of a court judge.

3.6 Complaint request description

Writing a Complaint request comprises important points that cannot be ignored. Most Complaint requests in Iran are related to unreasonable disturbance, fraud, insult and menace, family issues, and demand for money. Failure to adhere to the requirements of the request may result in its rejection. Therefore, the preparation of the request holds significant importance. Firstly, it should follow specific formats and standards. Secondly, it must adhere to appropriate writing principles and address various questions. The preparation of Complaint requests requires individuals with legal knowledge, which is why many citizens turn to lawyers for assistance in drafting such requests. Complaints must include five sections. In accordance with Article 68 of the Code of Civil Procedure, the conditions and manner of preparing a valid legal complaint are specified in a section entitled "Criminal Complaint Form".

Regarding the Complaint request, there are various subjects that determine the type of complaint. All Complaint requests contain two sections, one including the personal information and addresses of the two parties involved, and another section addressing the complaint's subject with a clear explanation. In this study, only the second section, which represents the main content of a Complaint request, was included in the sample text. The personal information sections were omitted as they did not provide necessary information and were not essential for understanding the text. The sample text chosen and used in the study contains 138 words in

Persian and is described, analyzed, intralingually translated and also translated into English in this section.

In the first part, detailed information about the identity of the person filing the complaint and the person against whom the complaint is being made are provided. In certain situations, there may be limited information available about the other party. For instance, if a phone has been stolen and only the license plate number of the suspect's vehicle is available, it is usually presented to the court. Subsequently, the court forwards the license plate information to the relevant authorities, allowing for the accurate determination of the owner's personal information.

In the second part, the subject of the complaint is written in detail. It is crucial to express the complaint in a clear and concise manner to avoid any complications.

In the third part of the complaint, it is essential to provide detailed information about the time and place of the incident. Accurately stating the exact time and location holds significant importance in writing a complaint and pursuing legal proceedings. The court may encounter various complexities and the judiciary might prefer to review local camera footage or investigate other cases at the scene. In such instances, the significance of precisely describing the location becomes evident.

In the fourth section, the complaint is written in the form of a formal letter to a judicial authority. For writing this section, a simple, administrative statement is used, and it begins by greeting and expressing respect for the judge. Also, the end of this section is signed, and the exact date and time of signing are added at the bottom of the complaint. This section is considered one of the most difficult parts of filing a complaint.

In the fifth section, the additional points of the complaint are mentioned. In this section, the information about the damage done, the evidence supporting the claims, and any other relevant details are included. The complaint can be concluded with two or three concise explanations

or requests.

Table 17 shows the main content of a complaint request without the personal information section, which is the part that has been used for the study.

Table 17 Original version of a Complaint request (Persian) (139 words).

<p>شکایتنامه</p> <p>احتراما، به استحضار عالي مي رساند:</p> <p>در مورخ 1399/02/02 راس ساعت 9:30 صبح مشتكي عنه به اتفاق يكي از بستگان خود به درب منزل مسكوني اينجانب مراجعه کرده و بعد از مواجهه با توسل به زور مبادرت به ورود غير قانوني به منزل و سپس ايراد صدمه عمدي نمودند.</p> <p>لازم به ذکر است که ، فرد مشتكي عنه داراي قرابت سببي مي باشد.</p> <p>اکنون که چند ماه است که دخترم بنا بر سوء رفتار و ايراد صدمه عمدي ايشان اقامتگاه زوج را ترك و به منزل من مراجعت نموده ، نامبرده به قصد ضربه زدن و انتقام گيري اعمال نامشروع فوق را مرتكب گرديده اند.</p> <p>لذا ، نظر به مراتب ياد شده ، تقاضاي رسيدگي ، تعقيب و مجازات نامبرده به اتهام ورود به عنف و ايراد صدمه عمدي و عند اللزوم انجام تحقيقات محلي را دارم.</p>
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Table 18 Original version of a Complaint request (English translation).

<p>Lawsuit</p> <p>I, ...hereby inform that:</p> <p>On the date of 02/02/2019 at 9:30 a.m., the perpetrator along with one of his relatives came to the door of my house and used force to enter the house illegally and then caused me harm intentionally.</p> <p>It is worth noticing that the defendant is a relative-in-law.</p> <p>Now, for several months, my daughter has left her marital home due to his mistreatment and intentional injury. She returned to my house. My daughter's husband has committed these illegal acts in order to cause harm and take revenge.</p>

Therefore, given the above, I request the investigation, prosecution and punishment of the above-mentioned for violent entering and causing intentional injury, and, if necessary, conducting a local investigation.

The Complaint request includes some syntax structures which average citizens are unfamiliar with. Some examples are explained, based on Habibi's (1995) classification of Persian legal texts features:

- The sentence “به استحضار عالی می رساند” is a personal commitment of the writer of the complaint, written in present tense verb and it means “hereby inform that”.
- “لذا” is among the linking words which are considered to add difficulty to the comprehensibility of the text, and it means “therefore”.
- “عند اللزوم” is an Arabic loan word meaning “if needed”.

3.6.1 Legal terms included in Complaint request

Table 19 shows the phrasemes and terms which usually cause difficulty in the comprehension of the Complaint request shown in Table 17.

Table 19 Complaint request terms and phrasemes.

Specialised terms that are difficult to understand for lay citizens (Persian)	Explanation of the term (Persian)	Translation/Explanation of the term (English)
1. مشکي عنه	کسی که از او شکایت کردم	The person I complained about
2. بعد از مواجهه	بعد از رو به رو شدن	After facing

3.	با توسل به زور	همراه با زور	With force
4.	مبادرت	اقدام کردن به انجام کاری	Proceed to do something
5.	ایراد صدمه عمدی	وارد کردن صدمه عمدی	Doing intentional damage
6.	قربان سببی	خویشاوندی از طریق ازدواج	Kinship through marriage
7.	لذا	بنابراین	Thus
8.	ورود به عنف	ورود به زور به منزل	Enter the house by force
9.	عند اللزوم	در صورت نیاز	If needed

3.6.2 Complaint request intralingual translation

Regarding the intralingual translation for the problematic terms and concepts in this text, the same process already explained for the Purchase contract and the Marriage contract was followed. Therefore, the Dekhoda Encyclopedic Dictionary, Moin Encyclopedic Dictionary, Amid dictionary and the legal websites and weblogs were consulted. All the terms mentioned in table 3 were replaced by their definitions, regular structure and short sentences replaced complicated long sentences and two Persian-speaking lawyers also reviewed the accuracy of the definitions and the translation.

Table 20 Intralingual translation of Complaint request (Persian) (141 words).

شکایتنامه
احتراما به حضور قاضی می رساند:
در تاریخ 1399/02/02 راس ساعت 9:30 صبح شخصی که از او شکایت کردم به همراه یکی از بستگان خود به درب منزل اینجانب..... آمده و به زور به صورت غیر قانونی وارد منزل اینجانب شده و سپس ضربه عمدی به

اینجانب وارد کرده است.

لازم به ذکر است شخصی که از او شکایت کردم از بستگان سببی (فامیلی از طریق ازدواج) می باشد. اکنون چند ماه است که دخترم به دلیل رفتارهای بد و ایجاد صدمه عمدی از جانب شوهر منزل شوهر خود را ترک کرده است و به منزل من آمده است شوهرش به قصد ضربه زدن و انتقام گیری، اعمال بالا را انجام داده است. بنابراین، باتوجه به دلایل گفته شده، تقاضای رسیدگی، تعقیب و مجازات ایشان (شوهر دخترم) را به اتهام ورود به زور به منزل اینجانب و ایجاد صدمه عمدی و در صورت نیاز تحقیقات لازم را دارم.

Table 21 Intralingual translation of Complaint request (English translation).

Respectfully to the judge:

On 02/02/2019 at 9:30 am, the person I am complaining about came to my house with one of his relatives. After some forceful acts he entered my house illegally and then hit me intentionally.

It should be noted that the person I am complaining about has a relationship with me based on my daughter's marriage.

Now, for several months, my daughter has left her husband's house due to his misbehaviour and intentional harm caused by her husband, and she has come to my house.

Therefore, based on the reasons stated above, I request an investigation, prosecution, and appropriate punishment for her husband's forceful entry and intentional harm. If necessary, the court can conduct the required local investigation.

3.7 Summary

This chapter has presented the corpus selection process for the study, focusing on the translation of legal documents into plain Persian. The researcher identified the three legal genres most commonly consulted by average citizens, through a survey carried out with 20

Iranian lawyers: Purchase contract, Complaint request, and Marriage contract. The challenges faced to acquire representative samples for each genre and the efforts made to anonymize and prepare the texts for the study have been explained and the intralingual translation process and the involvement of legal experts in ensuring accuracy have also been described. The next chapter delves into the methodology used in the study.

Chapter 4: Methodology

4.1 Introduction

Methodology is the general approach to studying a phenomenon, whereas a *method* is a specific research technique. According to Sealy (2010:61), methodology is the science of method. Saukko (2003:8) also differentiates between the two concepts and states that methods refer to practical tools to make sense of empirical reality, whereas methodology refers to the wider package of both tools and a philosophical and political commitment that comes with a particular research approach.

As mentioned in the introduction, the research presented in this dissertation is carried out following a quantitative method. The specific design chosen is an experiment conducted within the framework of a survey design. In the following sections, the main features and advantages of this method and specific design of the study are explained.

4.2 Quantitative research approach

According to Creswell (2012:13), in quantitative research, the researcher describes a research problem through a description of trends or a need for an explanation of the relationship among variables. The research problem can be best answered by a study in which the researcher seeks to establish the overall tendency of responses from individuals and to note how this tendency varies among people. In some of the quantitative researches, the research problems require an explanation of how one variable affects another. Variables are attributes or characteristics of individuals that are studied by researchers. By explaining a relationship among variables, researchers can determine whether one or more variables might influence another variable. It is worth mentioning that quantitative research uses more closed-ended approaches, wherein the researcher identifies set response categories and the investigator relies on statistical analysis of the data, typically in numeric form. Additionally, as mentioned by Saldanha & O'Brien

(2013:22), the quantitative approach is associated with the positivist epistemological position, which asserts that social phenomena can be objectively researched. Moreover, the data about the social world can be collected and measured, and the resulting observations must remain independent of the researchers' subjective understandings. In other words, the researcher remains independent and has no impact on the data. Other important elements that need to be defined are the construct and the variables.

According to Lavrakas (2008:133-135), a **construct** is the abstract idea that is supposed to be measured using survey questions. Some constructs are relatively simple and can be measured using only one or a few questions, while other constructs are more complex and may require a set of questions to fully operationalize the construct to suit the end user's needs. Complex constructs contain multiple dimensions that are bound together by some shared features composing the construct. On the other hand, operationalization refers to the concrete and measurable expression of the dimensions of that idea in the form of a question or questions. The construct of this study is the simplification of Persian legal language for Iranian average citizens.

A **variable**, according to Ary et al. (2018:37), is a construct or a characteristic that can take on different values or scores. There are three types of essential variables in a study including independent, dependent and confusion variables. Cresswell (2012:115-119) defines an independent variable as an attribute or characteristic that influences or affects an outcome or dependent variable. On the other hand, a dependent variable is defined as an attribute or a characteristic that is dependent on or influenced by the independent variable. Table 22 shows the main variables of our study:

Table 22 Independent, dependent and confusion variables of the research.

<p>The independent variable in this research is the intralingual translation to simplify every-day legal texts in Persian.</p>
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The dependent variable of this research is what is actually measured: The Iranian average citizens comprehension of every-day legal documents. This main dependent variable is broken-down into 4 observable dependent variables: (1) the time required to read the text; (2) the degree of comprehension of the whole text; (3) the degree of comprehension of legal specialized terms in the text; and (4) the confidence felt by the subjects to sign the legal document.

During the piloting phase of the study, a confusion variable was detected regarding one of the dependent variables: the time required to read the documents. The confusion variable is the effect that the repeated reading of the same text has in the measurement of this variable. The detection of this confusion variable lead to an adjustment in the study design to control its unwanted effects.

4.2.1 Experimental design, time series

An experiment is used when the researcher desires to establish possible cause and effect between independent and dependent variables. This means that the researcher attempts to control all variables that influence the outcome, except for the independent variable. Consequently, when the independent variable influences the dependent variable, it can be suggested that the independent variable caused or probably caused the effect in the dependent variable. As experiments are controlled, they are the best forms of possible quantitative designs to use in order to establish probable cause and effect. In fact, according to Cresswell (2012:20), experimental research procedures are ideally suited for research that seeks to test whether an educational practice or idea makes a difference for individuals.

The design of this study is an **experimental design within a survey framework**, which, according to Mellinger & Hanson (2016:15), is the procedure in a quantitative research where the investigator determines whether an activity or materials make a difference in results for

respondents.

The objective of this research is to assess the impact of intralingual translation of Persian legal documents on average citizens. Therefore, to determine the effectiveness of intralingual translation, a time series design was chosen. According to Creswell (2012:314), this design does not require access to large numbers of participants, and only requires one group for the study. Figure 24 shows the different types of experimental designs.

Types of Experimental Designs						
	True Experiment	Quasi-Experiment	Factorial	Time Series	Repeated Measures	Single Subject
Random assignment?	Yes	No	May be used	No	No	No
Number of groups/ individuals compared?	Two or more	Two or more	Two or more	One group	One group	One individual studied at a time
Number of interventions used?	One or more interventions	One or more interventions	Two or more interventions	One or more interventions	Two or more interventions	One or more interventions
Number of times the dependent variables measured/ observed?	Once	Once	Once	After each intervention	After each intervention	Multiple points
Controls typically used?	Pretest, matching, blocking, covariates	Pretest, matching, blocking, covariates	Pretest, matching, blocking, covariates	Group becomes its own controls	Covariates	Individuals become their own control

Figure 24 Different types of experimental designs, according to Creswell (2012).

Regarding the time series, two variations are suggested. According to Creswell (2012:314), the interrupted time series design consists of studying one group, obtaining multiple pre-test measures for a period of time, administering an intervention, and then measuring outcomes several times. On the other hand, in an equivalent time series design, the investigator alternates a treatment with a post-test measure.

In this study, the participants read the original legal texts, and their comprehension is measured

through their responses to the questionnaire. Then, they read intralingual translation versions, and their comprehension is measured in the same way. Therefore, the design applied in this study is the **equivalent time series**.

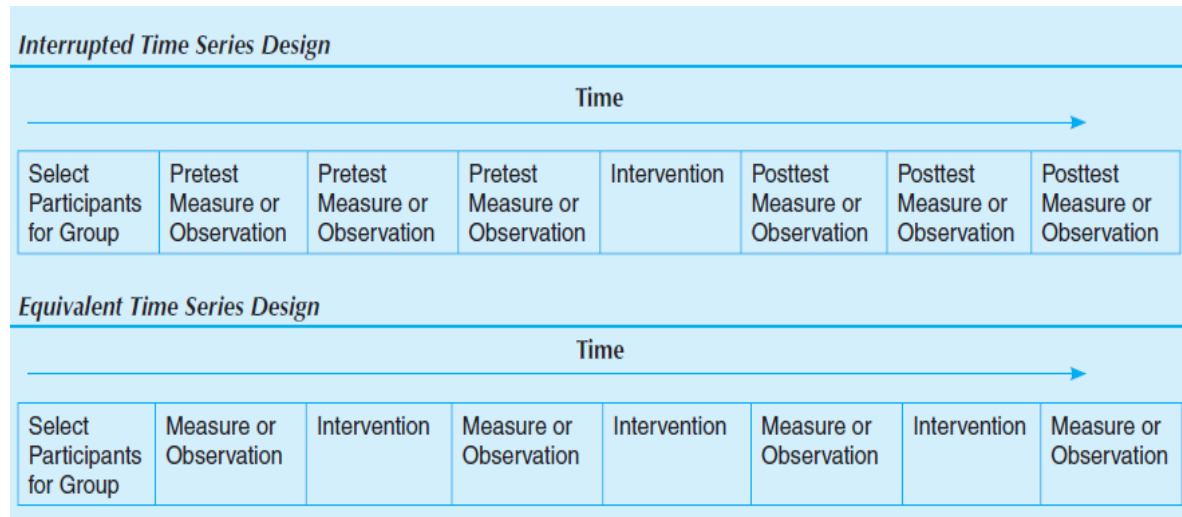


Figure 25 Variations of time series according to Cresswell (2012).

4.3 Population and sample of the study

According to Vogt (2007), the notion of sampling is a considerable point in survey research, because the quality and the representativeness of the sampling determine the extent to which the research findings of the sample can be generalized to the larger population.

The first task during the sampling process is to specify the particular population that a study is going to investigate. According to Mellinger & Hanson (2016:19), a **population** is a consideration of all the people or objects that a researcher hopes to describe or understand better, while the prediction is also inspected. The important issue is that the members of a population must share some set of common characteristics. According to Ary et al. (2010:148), a **sample** is a small group selected from the population that is observed during the study, thus, sample is a portion of a population.

According to Ary et al. (2010:148), regarding the common characteristics of the population, statistical inference is a procedure through which you estimate the parameters (characteristics

of populations) from statistics (characteristics of samples). These estimations are based on the laws of probability and represent the best estimates rather than absolute facts. In making any such inferences, a certain degree of error is involved. Inferential statistics can be used to test hypotheses about populations based on observations of a sample drawn from the population.

To clarify the concepts of population and sampling, Ary et al. (2010:149) state that if the researcher can observe all instances of a population, then he can confidently base conclusions about the population on these observations. This is referred to as perfect induction. However, if only some instances of a population are observed, then it can just be inferred that these observations will be true of the population as a whole.

Therefore, according to Mellinger & Hanson (2016:20), the primary goal in selecting a sample is to maximize the **generalizability** of the research results to the population. This goal is achieved by ensuring the **representativeness** of the sample, meaning that the sample is an unbiased and accurate reflection of the underlying population. However, the task of sample selection is constrained by resources of time and money, as well as the availability and willingness the population members to consent to participate in the study. Statisticians have devoted significant effort to defining probability-based methods of sampling, while the reality of applied research often results in the need for non-probability methods.

According to Ary et al. (2018:149), techniques for collecting a sample fall into two categories, probability and non-probability sampling:

- **Probability sampling** involves sample selection in which the elements are drawn by chance procedures. The main characteristic of probability sampling is that every member or element of the population has a known probability of being chosen in the sample.

The four types of probability sampling that are most frequently used in educational research, according to Ary et al. (2010:155) are shown in Table 23.

Table 23 Major types of probability sampling, according to Ary et al. (2010:155).

<p>Simple random sampling is that all members of the population have an equal and independent chance of being included in the random sample.</p>
<p>Stratified sampling is when the population consists of a number of subgroups, or strata that may differ in the characteristics being studied it is often desirable to use a form of probability sampling called.</p>
<p>Cluster sampling is when the unit chosen is not an individual but, rather, a group of individuals who are naturally together. These individuals constitute a cluster insofar as they are alike with respect to characteristics relevant to the variables of the study.</p>
<p>Systematic sampling involves drawing a sample by taking every <i>K</i>th case from a list of the population. Systematic sampling differs from simple random sampling in that the various choices are not independent. Once the first case is chosen, all subsequent cases to be included in the sample are automatically determined.</p>

- **Non-probability sampling** includes methods of selection in which elements are not chosen by chance procedures. The major forms of non-probability sampling are shown in Table 24.

Table 24 Major forms of non-probability sampling, according to Ary et al. (2010:155).

<p>Convenience sampling involves using available cases for a study.</p>
<p>In purposive sampling (judgment sampling) sample elements judged to be typical, or representative, are chosen from the population.</p>
<p>Quota sampling involves selecting typical cases from diverse strata of a population. The quotas are based on known characteristics of the population to which you wish to generalize.</p>

The advantages of probability sampling include minimizing sampling error and maximizing generalizability. However, there are situations where probability sampling may not be possible for several reasons. For instance, the research may require a targeted sample of participants that are difficult to recruit with probability methods. In such cases, non-probability sampling is more appropriate. In this situation, the researcher requires to believe that the interested variables are relatively stable throughout the population so that generalization is still plausible. Generalization and representativeness are challenged by coverage error, sampling error and nonresponse error. Coverage error occurs when a sampling frame does not include every member of the population. Sampling error is the inevitable difference between observing only a subset of the population and a full census. A sample statistic is an estimate of a population parameter, but the estimate will have a degree of error because of the particular members in the sample. Finally, in some cases, participants are unwilling or unable to participate in a study. Any problem with gathering data from members of the sample is labelled “nonresponse error”, which leads to missing data. Surveys are particularly disposed to this type of error as they have been described before, and the missing measurements can lead to biased or incorrect estimates. Another important factor is the difference between the target population and the **accessible population**, which is the population of subjects accessible to the researcher for drawing a sample. According to Ary et al. (2010:149), in most researches, the researcher deals with accessible populations because it would be expensive and time-consuming to sample from the total population.

4.3.1 *Sample size*

Once the sampling method is determined, the size of the sample should be decided carefully, as the representativeness of the sample also depends on this factor. For instance, an unbiased sample, consisting of fewer participants, is better than a larger biased sample.

Representativeness must remain the prime goal in sample selection. However, when an inference is made from a sample to a population, a certain amount of error is always involved, because even random samples can be expected to vary from one to another.

Saturation is one of the techniques that can be applied to determine the sample size of the study. Fusch and Ness (2015:1408), who proceed to make the extreme claim that saturation is important in any study, whether quantitative, qualitative, or mixed methods, claim that failure to reach saturation has an impact on the quality of the research conducted.

Strauss, Corbin, and Corbin (1998:136) consider saturation as a matter of degree, arguing that there will always be the potential for the new to emerge. They suggest that saturation should be more concerned with reaching the point where further data collection becomes counterproductive, and where the new does not necessarily add anything to the overall study.

Saunders et al. (2018) identified four models of saturation. These models have been labelled theoretical saturation, inductive thematic saturation, a priori thematic saturation, and data saturation.

Glaser and Strauss (1967:61) defined **theoretical saturation** in these terms:

“The criterion for judging when to stop sampling the different groups pertinent to a category is theoretical saturation. Saturation means that no additional data are being found whereby the sociologist can develop properties of the category. As he sees similar instances over and over again, the researcher becomes empirically confident that a category is saturated. He goes out of his way to look for groups that stretch diversity of data as far as possible, just to make certain that saturation is based on the widest possible range of data on the category.”

Inductive thematic saturation is more explicitly focused on reaching saturation at the level of analysis in relation to the (non-)emergence of new codes or themes which may suggest it will be achieved at a later stage than in data saturation approaches. A priori, **thematic**

saturation points to the idea of pre-determined theoretical categories and leads us away from the inductive logic characteristic of grounded theory.

According to Urquhart (2013:194) **data saturation** is “the point in coding when you find that no new codes occur in the data. There are mounting instances of the same codes, but no new ones’. Given (2008) considers saturation as the point at which ‘additional data do not lead to any new emergent themes”.

These definitions show a change of emphasis and suggest a second model of saturation. While the focus remains at the level of analysis, the decision to be made appears to relate to the emergence of new codes or themes, rather than the degree of development of those already identified. In fact, Urquhart (2013) and DiCicco-Bloom (2017) relate saturation primarily to the termination of analysis, rather than to the collection of new data.

Starks and Trinidad (2007:1375) believe that **theoretical saturation** occurs when the complete range of constructs that make up the theory is fully represented by the data. This definition suggests a third model of saturation with a different directional logic.

The fourth model of saturation becomes apparent when the grounded theory literature is not considered anymore. According to Fusch and Ness (2015), in this model, there are references to data saturation, rather than theoretical saturation. This view of saturation seems to center on the question of how much data is needed until nothing new is apparent. This idea is similar to what Given (2008:875) calls ‘informational redundancy’. Grady (1998:26) provides a similar description of data saturation as the new data tend to be redundant to data already collected. In interviews, when the researcher begins to hear the same comments repeatedly, data saturation is reached. It is then time to stop collecting information and to start analysing what has been collected.”

Therefore, according to Legard, et al. (2003:152), probing needs to continue until the researcher feels they have reached saturation, a full understanding of the participant’s perspective. From

this perspective, the researcher's response to the data, through which decisions are made about whether or not any new information is being generated, is not necessarily perceived as forming part of the analysis itself. Consequently, in this model, the process of saturation is located principally at the level of data collection and is thereby separated from a fuller process of data analysis, and hence from theory.

4.4 Population and sample in our study

In this study, the **target population** comprises Iranian average citizens between the ages of eighteen to sixty. The reason for determining the participants' age range is that the legal age in Iran is eighteen, and individuals under eighteen typically do not engage in legal text-related tasks. Additionally, people above sixty are mostly retired and may not be as actively involved in legal text-related tasks as they were before. On the other hand, the study aims to include participants with diverse educational backgrounds. This approach is taken to ensure a variety of responses to the questionnaire and to capture a broader range of perspectives.

Regarding the sample of study and sample size, both genders are considered as both men and women have nearly similar duties and responsibilities. Therefore, to obtain reliable results, one gender cannot be ignored. Besides considering gender, the target population excludes lawyers and anyone related to the legal system, including law students and employees of law-related organizations in Iran. This exclusion is necessary as their legal knowledge, acquired through their job or education, could act as a confounding variable and negatively affect the experiment's results. Finite individuals are selected as samples to conduct this research. The samples used for each study possess different characteristics or traits, including being equally distributed between male and female genders, varying levels of education, different ages, and various occupations.

In this research, a **non-probability sampling technique** is applied, specifically the **quota**

sampling strategy, to recruit individuals for participation. Quota sampling is a non-probability sampling technique where participants are selected based on predetermined characteristics so that the overall sample reflects the same distribution of characteristics as the wider population. As mentioned by Taherdoost (2016:22), the advantage of this strategy is that the sample can be controlled for certain characteristics.

Regarding the **saturation model**, which is the sample size technique applied in this study, the questionnaire was distributed to twenty participants selected through quota sampling. The trends in the participants' answers to the questionnaire were analyzed. Subsequently, another ten participants were asked to answer the questionnaire, and the overall trends were once again examined. Since the trends of the results from both groups were similar, it was concluded that no further participants were needed to participate in the survey. This indicated that the research had reached the saturation point.

4.5 Data collection and measuring instruments: reading comprehension assessment

According to Cresswell (2012:14), an **instrument** is a tool for measuring, observing, or documenting quantitative data and it contains specific questions and response possibilities that are established or developed in advance of the study. In general, there are two different main types of survey data collection instruments:

- Questionnaires.
- Interviews.

Questionnaires and interviews are differentiated by the mode in which they are administered and the type of information that each is designed to elicit. Questionnaires are given in written form and are used in order to get information from or about a large number of individuals. Therefore, in this case, questionnaires seemed more suitable. However, one cannot design a questionnaire in a particular field without reviewing the existing literature and considering the

use of existing questionnaires.

Assessment of reading comprehension in general and in legal texts in particular have a long history. Regarding the general reading comprehension assessment, In this field, it was found that Göpferich's (2009) review is very thorough

Schrifer (1989:238), quoted by Göpferich (2009:32), provides a review of methods that have been devised to determine the comprehensibility of texts and classifies them into three categories, including:

- Text-focused methods.
- Expert-judgment-focused methods.
- Reader-focused methods.

The application of readability formulas is an example of a text-focused method. Regarding readability formulas, according to Dubay (2004:2), in the 1920s, educators discovered a way to use vocabulary difficulty and sentence length to predict the difficulty level of a text. They set in this method in readability formulas, which have proven their worth in over 80 years of application. The formulas were widely used in journalism, research, health care, law, insurance, and industry. According to Dubay (2004:2), by the 1980s, there were 200 formulas and over a thousand studies published on the readability formulas proving their strong theoretical and statistical validity. These are popular because they can be easily and quickly applied using computer programs, but they do not present a deeper insight into the comprehensibility of the texts to which they are applied because they consider only certain lexical, syntactical, and stylistic aspects of what makes a text comprehensible or incomprehensible.

Göpferich (2009:32) uses Karlsruhe's comprehensibility concept as an example of an expert-judgment-focused method. Karlsruhe comprehensibility example has proved a reliable instrument in pre-optimizing non-instructive texts. It means to optimize texts concerning features which quite obviously are opposed to the text's comprehensibility, but it cannot

replace reader-focused empirical research into text.

Göpferich (2009:32) affirms that reader-focused or, to be more precise, target-group-focused methods undoubtedly provide the least notional and most reliable results on text comprehensibility. This idea is due to a relative text quality that depends on the audience, whose comprehension and comprehension problems are central for its evaluation. According to Byrne (2006), examples of reader-focused methods are (a) usability testing for instructive texts and (b) optimizing re-verbalization using thinking-aloud and key-logging for instructive and descriptive texts. These methods are time-consuming, especially when they are applied to optimize poor texts. In such cases, it is better to pre-optimize the texts in question by employing an expert-judgement-focused method such as the Karlsruhe comprehensibility concept before employing the methods of usability testing or optimizing reverbalsation.

According to Göpferich (2009:32), other types of target-group-focused empirical methods which have been used so far in comprehensibility research are cloze procedures, questions on the texts whose comprehensibility is to be determined, and reproductions of such texts. These methods have some disadvantages:

- They measure only aspects of the texts' comprehensibility like the predictability of words and phrases that fill gaps, the comprehensibility of words or passages relevant to answering the questions asked.
- They measure only their rough overall comprehensibility.
- Some of these methods lead to confusion about the concepts of comprehensibility and retainability.

4.5.1 Reading comprehension of legal texts

Masson & Waldron (1994) studied comprehension of legal contracts by average citizens at the University of Victoria. They redrafted a set of legal contracts in three stages to produce three

modified versions.

- In the first stage, they removed or replaced archaic and redundant terms.
- In the second stage, they simplified words and sentence structures.
- In the third stage, they defined legal terms with simpler ones.

Five documents were selected; four critical documents were to be used in actual testing and a fifth was included to give subjects practice at the procedure. The four critical documents were excerpted from typical legal agreements that might be read by an average citizen: a mortgage, an agreement for sale of property, a bank loan, and a renewal of a lease. The extracts that were used as documents ranged in length from 391 to 495 words. The average length was 422 words. Comprehension of the subjects was measured by paraphrasing and question-answering tasks, so that participants were asked to:

- Paraphrase a segment of each document using their own words and then the completeness of these paraphrases was assessed.
- During the question-answering task, participants answered a set of questions about each document in which hypothetical scenarios were described and judgments about the rights of the parties involved were stimulated.

In order to analyze the data, they applied three planned comparisons so that each plan tested the effectiveness of one of the redrafting methods.

- Removing archaic and redundant terms effect was assessed by comparing performance on the original and archaic-terms-removed versions.
- Using simpler words or structure was tested by comparing the average of performance on the original and archaic-terms-removed versions with the average of performance on the plain and legal-terms-defined versions.
- Defining legal terms effect was examined by contrasting performance on the plain-language and legal-terms-defined versions.

The results, based on the reading rate; the completeness of paraphrased descriptions of document content; the accuracy of question answering; and the justification for answers, concluded that the use of plain language did not have an effect on the reading rate for either the entire document or for the paraphrased segments. The reading time results indicated that readers were reliably affected only by a change from the plain-language to the legal-terms-defined version of the documents. In fact, statistical analyses specified that using plain language resulted in a significant increase in percentage of propositions that subjects were able to paraphrase correctly in comparison to versions that did not use plain language.

Tanner (1997) carried out a study to see whether the application of plain English guidelines to a passage of conventional legal English improves comprehension to the extent that it becomes intelligible to those who need to understand it. For this purpose, three versions of the same passage of a text were selected for testing and the results were analyzed to identify causes of comprehension difficulty. The three versions of the same passage were as follows:

- A passage from a guarantee document drafted in conventional legal English. It consisted of 80 lines of the now superseded ANZ Bank guarantee document.
- The currently used plain English version that corresponds to the same 80 lines passage.
- The plain English version of the same passage, this time redrafted using less complicated syntax.

The testing of the comprehension was carried out by Tanner (1997) using several methods, including:

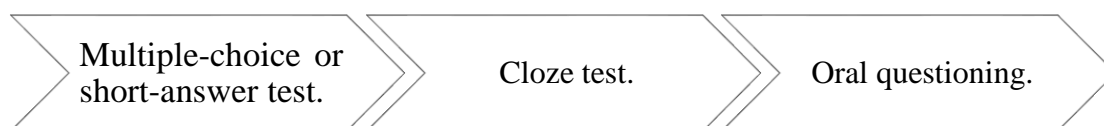


Figure 26 Comprehension testing methods according to Tanner (1997).

According to the author, the first of these tests was easy to mark, but the creation of valid

questions proved to be very difficult. The cloze procedure was easy and relatively inexpensive to apply. It was based on a finding of psychology that humans tend to fill in missing items to close gaps in a passage of prose to make it complete. In a cloze test, every Nth word (usually the fifth) was replaced by a standard-sized blank. Readers who had not previously seen the text were required to fill in the blanks by guessing the deleted words. The higher the score of correct insertions, the more the reader had understood. The third type of test questioned readers about their understanding of passages they had been given to read. Their responses were explored orally. One version of this test required readers to tell in their own words what they had read. Paraphrasing seemed to be a useful way of revealing what is inside the reader's head. Another version of paraphrasing required the subjects to read the text aloud and comment whenever they had difficulties in understanding.

These were the conclusions reached by Tanner's (1997) study:

- Reading protocol method was effective but time-consuming, and respondents found it difficult to maintain the spoken communication of their thought processes.
- The use of the cloze test on the 'sentence' proved to be impractical, because of the prevalence of prepositional phrases. The 'sentence' comprises an 'introduction' and the 'introduction' does not finish with a full stop.
- The reading protocol method was not applied because the amount of information incorporated into 'the sentence' was so diverse and the syntactic structure so complicated that the time required for its use would have been unreasonable.
- The questionnaire method, using multiple-choice questions, was chosen for testing the comprehensibility of 'the sentence'.

According to Tanner (1997), other methods of text analysis were used subsequently to validate the questionnaire results. Finally, in order to evaluate comprehensibility, the focus was on lexical density, which is considered a useful indicator of comprehensibility. It was calculated

from the proportion of lexis words to grammatical words. Lexis words were those with semantic content. The higher the lexical density, the less comprehensible the text was likely to be. Words which had no semantic content, like 'of ', 'in' and 'the' were called 'autographical' words. The higher the 'autographical' density, the more comprehensible the text was likely to be. The understanding of a text may also depend on the reader's familiarity with the concepts expressed in the text. The 'assumed familiarity' method of discourse analysis was based on this. The semantic content of each noun phrase in a text was examined. An assumption was then made about the degree of familiarity that a reader was likely to have with each noun phrase. Four degrees of familiarity were recognized:

- 'Brand new' (unfamiliar).
- 'Unused (familiar).
- 'Textually evoked' (previously mentioned in the text).
- 'Inferable' (the meaning can be inferred from the text).

According to Tanner (1997), the greater the percentage of noun phrases identified as 'brand new', the less comprehensible the text was likely to be to the reader. The questionnaire consisted of 100 questions. Each respondent was provided with the questionnaire and a photocopy of the 80 lines. The results stated that the lexical density, the degree of familiarity, syntactic complexity and information overload each had an effect on the comprehensibility of 'the sentence'.

After analyzing and reflecting upon the methods and questionnaires discussed so far, we arrived at the following conclusions:

- Although applying the text-focused method is popular due to the few time required to assess, it does not provide the researcher with a deeper insight into the comprehensibility of the texts to which they are applied. That is because this method considers only certain lexical, syntactical, and stylistic aspects of what makes a text

comprehensible or incomprehensible. Therefore, we do not consider it as an appropriate method for our study.

- Expert-judgement-focused methods, as well as reader-focused methods both have advantages which make them precise methods, but they also contain some disadvantages which make them inappropriate for the intended research. These methods are very time-consuming, especially when they are employed for optimizing rather incomprehensible texts.
- Question-answering, paraphrasing or reading and commenting methods were decided against because of one important factor: the time issue. In the case of this research, the time factor is of the essence, as the subjects are asked to read two times three different texts. Therefore, it is important to ensure that the respondents concentrate and devote time to reading the texts as desired. Another factor that prevented the application of paraphrasing and commenting was that the participants in our study are among different age groups and come from different educational backgrounds, as will be explained, so these tasks could be considered very complicated for some of them.

Therefore, we finally decided to design an *ad hoc* questionnaire that takes into consideration the specific situation and expectations of the Iranian participants of the study.

4.6 Features of the questionnaire

4.6.1 Operationalisation of the construct

According to Matthews and Ross (2010:201), a questionnaire is a useful research measuring instrument and is defined as:

(1) a list of questions each with a range of answers.

(2) a format that enables standardized and relatively structured data to be gathered about each of a (usually) large number of cases.

Figure 27 Definition of questionnaire according to Matthews and Ross (2010:201).

According to Salddanha and O'Brien (2013:152), questionnaires are considered as popular research instruments in Translation Studies, since they appear to offer a means of collecting structured data on a large scale and consume less time than individual interviews. According to Langdrige (2009:96), one factor to consider while designing questionnaires is the notion that:

- Participants will often respond according to how they think the researcher would like them to respond (social desirability).
- Participants might select what they think is the nicest answer because it will reflect well on them (impression management).

Salddanha and O'Brien (2013:153) note another concern: that participants are relatively constrained in their responses. Four types of error can be associated with the survey research method.

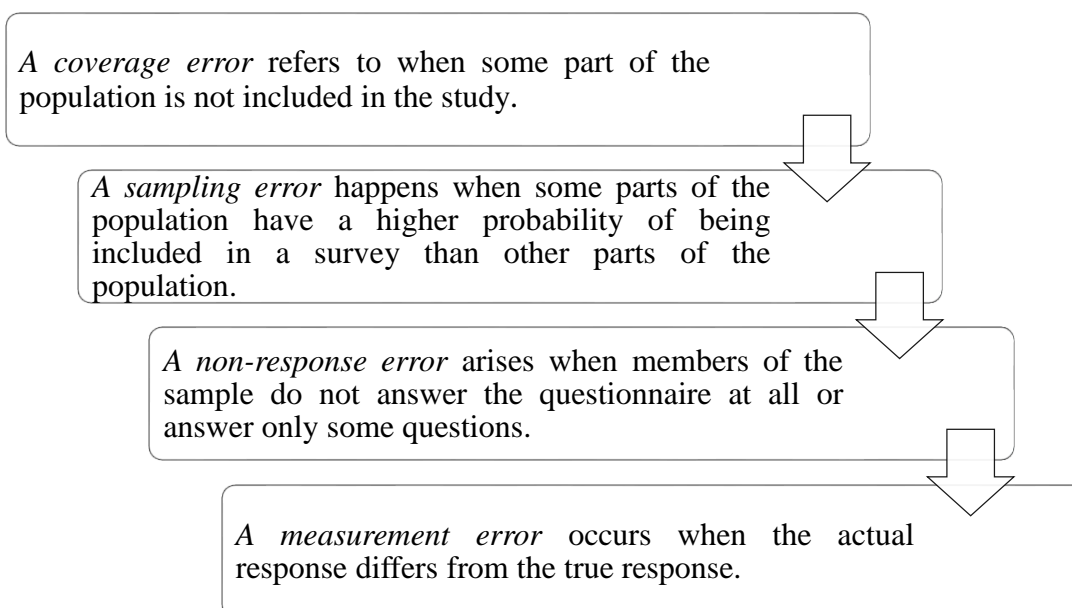


Figure 28 Four types of errors associated with survey research method according to Salddanha and O'Brien (2013:153).

Unfortunately, according to Salddanha and O'Brien (2013:151), there is only limited evidence of good questionnaire design and serious consideration of the questionnaire as a research instrument in the translation-related research published to that date.

Preparation of a good questionnaire requires a great deal of time and hard work. A wrongly designed questionnaire may jeopardize the entire research. Therefore, when designing the questionnaire for this study, the process and features of an appropriate questionnaire, as outlined by Salddanha and O'Brien (2013), have been considered:

The most important question that arises is how this questionnaire will help answering the research question, and this refers to the **operationalization** of the questionnaire design. Therefore, the construct was operationalized into the four dependent variables. Firstly, the time required by participants to read each text is measured as an essential indicator of reading comprehension efficiency. Secondly, the degree of comprehension of the entire text is assessed to gauge the participants' overall understanding of the legal documents. Thirdly, the level of comprehension of individual specialized terms within the texts is evaluated, providing insight into their ability to grasp the specific legal language. Finally, the subjects' self-reported confidence in signing each of the three documents is recorded as a significant indicator of their perceived understanding and readiness to endorse the texts. Therefore, there are four indicators to be measured: (1) reading time, (2) text comprehension (text as a whole), (3) legal terms comprehension, and (4) confidence to sign the document.

4.6.2 Types of questions

The next noteworthy item in the designing process of a questionnaire is the **number and phrasing of questions**. The questionnaires should be as short as possible to avoid non-completion. Therefore, only the essential questions should be included, so that participants'

time is spent on a reasonable demand for the research. However, it is common to include fact-finding and background questions that elicit personal data from participants, raising ethical questions. To address this, it is recommended to separate this part from the other questions.

The **language** used in designing the questionnaires is also an important factor in this stage. An unambiguous word may seem ambiguous to the participants. Therefore, according to Salddanha and O'Brien (2013:156), double negative forms, jargon, making implicit assumptions, leading wording, catchall questions that attempt to capture too much information in one question, hypothetical situation questions, and face-threatening questions should be avoided.

Question type is another factor while designing a questionnaire which includes open and closed questions.

- Closed questions restrict the possible responses from participants to answers like Yes/ No/ Not Applicable (used to categorize participants) or to Strongly Agree/ Agree/ Neither Agree nor Disagree/Disagree/Strongly Disagree (used to measure opinion). Other types of closed questions include fact-finding questions about gender, age category, nationality, length of employment, etc. (used for quantification). Closed questions lead to structured data that can be analyzed quantitatively but they make the responses participants can give shorter and do not allow for nuanced thoughts to be expressed. Although there is the risk that none of the pre-defined answers contain the participants' answers.
- Open questions, on the other hand, allow participants to write their responses to a question in a text box (which is often restricted in size, thereby restricting the length of the response). Open questions allow the researcher to collect qualitative data and compensate for the restricted nature of the questionnaire. Open questions increase the time required for completing the questionnaire and participants often skip them.

Responses to open questions can also be difficult to interpret. American psychologist R. Likert developed a very common device in a questionnaire that is known as the Likert Scale and which offers a series of five, seven or nine responses along a continuum of "strongly agree to strongly disagree". These even-numbered questions prevent the respondents from conveniently selecting the mid-point on the scale.

The questions employed in this study are categorized as **closed questions which offer predetermined response options**, and facilitate ease of data collection and comparability. However, it is important to accept that such questions have limitations. Given their restricted response choices, participants may provide brief answers, limiting the expression of nuanced thoughts or detailed explanations. To capture various aspects of the participants' reading comprehension, four closed questions are formulated to measure specific variables. Table 25 outlines the different closed question formats used, including the utilization of a multiple-choice Likert scale for assessing the degree of comprehension and confidence. However, the number of options for the last question, related to the confidence to sign the document, is different, and it only contains three options. This decision was made to avoid potential confusion and redundancy. By limiting the choices to three, the question remained focused and concise, ensuring participants could provide a clear indication of their confidence without overwhelming them with unnecessary alternatives.

Table 25 Dependent variables and questions related to each one.

Dependent variable	Question asked	Possible answers (multiple choice)
Reading time	How much time did you spend on reading each text?	<ul style="list-style-type: none"> • Less than 1 minute • 1 minute • 1-2 minutes • 2-3 minutes

		<ul style="list-style-type: none"> • More than 3 minutes
Text comprehension	What percentage of text did you understand?	<ul style="list-style-type: none"> • Nearly nothing • Less than 50% of the text • 50% of the text • More than 50% of the text • Nearly the whole text
Specialised terms comprehension	Could you understand the meaning of all the terms in the document?	<ul style="list-style-type: none"> • I didn't understand more than 5 terms • Yes, except 3-4 terms • Yes, except 2-3 terms • Yes, except 1-2 terms • Yes, I understood all of the terms
Confidence to sign	After reading the text, would you be able to sign it being confident that you know what you are agreeing to?	<ul style="list-style-type: none"> • No • Yes, with some doubts • Yes

4.6.3 *Piloting*

In addition to all the above-mentioned aspects, another crucial step in the design phase of a questionnaire is **piloting**. As stated by Saldanha and O'Brien (2013:158), piloting involves testing the questionnaire with an appropriate sample, which means including respondents who are part of the target population, not family, friends, or colleagues who may not meet the criteria for inclusion. According to Groves et al. (2014:259), the piloting phase serves the purpose of verifying that the questionnaire adheres to content standards, cognitive standards, and usability

standards. Content standards ensure that the questions are designed to elicit the information they are intended to collect. Cognitive standards are about ensuring that respondents understand the questions consistently, have sufficient information to answer them, and are willing and capable of providing an answer.

Piloting should assess numerous aspects such as the time required to fill out the questionnaire, its usability, clarity and so on. For instance, it offers an opportunity to remove or rephrase ambiguous questions and to refine questions. Eliciting rich feedback on pilot questionnaires by discussing the questionnaire experience with the pilot participants in detail is very important.

Regarding our study, a **piloting study** was conducted in February 2021. The piloting phase involved four participants with diverse educational backgrounds and employment statuses, as depicted in Table 26. The primary objectives of the pilot study were to test the experimental design and data collection method, as well as to identify and implement necessary modifications to ensure the accuracy and rigor of the research process.

Table 26 Characteristics of participants in the piloting phase of the study.

Respondents	Gender	Age	Educational Backgrounds	Employment Status
Respondent 1	Female	23	Diploma	Housewife
Respondent 2	Female	49	BA degree	Teacher
Respondent 3	Male	32	MA degree	Employee
Respondent 4	Male	53	Not completing Diploma	Self-employed

The participants in the piloting study went through the process shown in Figure 29 to answer the questionnaire.

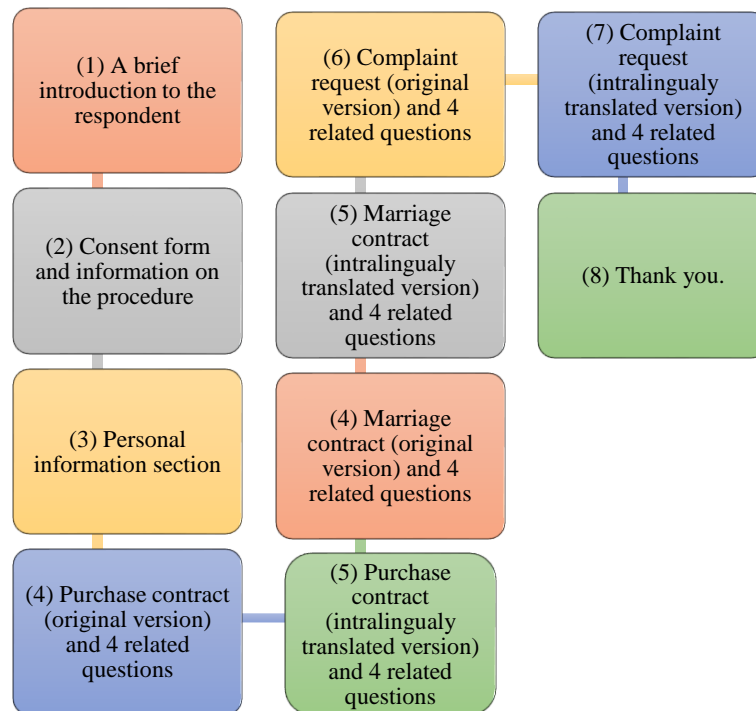


Figure 29 Thirteen steps of the online questionnaire.

The personal information section consisted of five questions regarding the participant's name, age, gender, educational background and employment status (see figure 30).

Personal Information

Write your name and then in the following parts tick the correct option about your personal information..

Name *

Your answer _____

Gender *

Female

Male

Age *

18-30

30-40

40-50

50-60

Employment Status *

Student

Unemployed and looking for work

Unemployed and not currently looking for work

Business owner

self-employed

Teacher in school

Lecturer or Professor at the university

Employee in one of the official organization

Housewife

others

Educational Background *

no schooling completed

Some high school, no diploma

Diploma

BA student

Bachelor'a degree

MA student

Master's degree

PhD student

Doctorate degree

Option 10

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Figure 30 Personal information section included in the online questionnaire.

The questions to be answered after reading each text were the same: participants were asked once after reading the original version of the text, and again after reading intralingual translation. These questions were related to (1) the reading time, (2) the comprehension of the whole text, (3) the comprehension of the legal terms, and (4) the confidence of the participants to sign each text in a real hypothetical situation. Questions one, two and three contained five options while question four contained just three options, as can be seen in Figure 31.

The image shows a digital questionnaire interface with a purple border. It is divided into two columns by a vertical line. The left column contains questions 1 and 2, and the right column contains questions 3 and 4. Each question is followed by a list of five radio button options. At the bottom of each column, there is a progress bar and navigation buttons. The right column also shows 'Page 4 of' and a pencil icon for editing.

1. How much time did you spend on reading the original legal text? *

- Less than 1 minute
- 1 minute
- 1-2 minutes
- 2-3 minutes
- More than 3 minutes

2. What percentage of the text did you understand? *

- Nearly nothing
- Less than 50% of the text
- 50 % of the text
- More than 50% of the text
- Nearly the whole text

3. Could you understand the meaning of all the terms in the documents? *

- Yes, I understood all the terms
- Yes except 1-2 words
- Yes except 2-3 words
- Yes except 3-4 words
- I didn't understand more than 5 words

4. After reading the text, would you be able to sign it being confident that you know what you are agreeing to? *

- Yes
- Yes, with some doubt
- No

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Figure 31 Main questions section of the questionnaire.

Following the piloting study, it was determined that no modifications to the questionnaire were necessary. The questionnaire demonstrated sufficient clarity, comprehensibility, and usability, as validated by the feedback received from the participants. Therefore, the same questionnaire was utilized without any changes for the main study.

4.6.4 Ethical considerations

Ethical considerations are the last step in a questionnaire design, and this step considers the

interests of the participants. The problem of possible identification of a participant, which would not allow the anonymity of their identity, can be solved by having a considerable number of participants, so that individuals cannot be identified, or by collecting background, factual, biographical information in a shorter, separate questionnaire, as we did. An informed consent should also be sought from all participants, and this was also done in the study.

All the participants in the piloting study and in the main study received a Google form link through their whatsapp or email addresses. To get permission to send the individuals the survey link including the Google form questionnaire in the piloting phase, the researcher contacted them through a whatsapp message that contained a short description of the study and its objective. The participants were mainly individuals personally known to the researcher, and their phone numbers were available. Moreover, they were acquaintances of individuals known to the researcher, enabling contact through mutual connections. Among the individuals contacted, there were few cases who refused to participate. The reasons for not participating were not asked; however, some of them explained that they simply did not have time to answer the questionnaires. In such cases, the researcher replaced these subjects until the desired number of participants was reached.

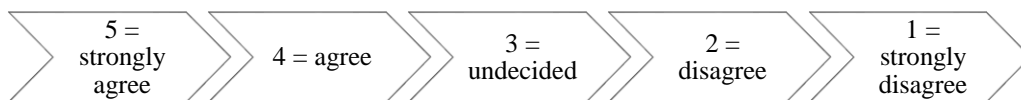
In addition to confidentiality, anonymity, and informed consent, there are other ethical considerations that could be addressed in questionnaire design. Some of these include privacy, which ensures that participants' personal information is handled with care and kept secure. It is essential to clarify how their data will be stored, used, and shared, if applicable. Beneficence is another factor that considers the potential benefits and risks of the study. It aims to maximize the benefits while minimizing any potential harm to the participants. An important ethical consideration is to provide feedback and results. By offering participants access to the study results if they are interested, it helps foster a sense of reciprocity and transparency.

4.6.5 Codebook

According to Paltridge & Phakiti (2010:31), questionnaire's data usually entails large sample sizes, and generally necessitates inputting the data into a spreadsheet, such as Excel, or a statistical program such as SPSS, for statistical analysis.

Cresswell (2012:175-182) explains that to analyse the obtained data, the researcher needs to first organize it. This involves scoring the data and creating a codebook, determining the types of scores to use, selecting a computer program, inputting the data into the program for analysis, and cleaning the data.

The first step after collecting the data is scoring it, which means that the researcher assigns a numeric score (or value) to each response category for each question on the instruments used to collect data. For example:



- For continuous scales (such as interval scales), each question should be consistently scored in this scale, using the same numbering system.
- For categorical scales such as 'What level do you teach? high school, middle school, elementary,' numbers that make sense should be used, such as 3 = high school, 2 = middle school, and 1 = elementary.

To facilitate the scoring process, numbers can be pre-assigned to each response option on the instrument. One helpful procedure in assigning scores to responses is to create a codebook. A **codebook** is a list of variables or questions that indicates how the researcher will code or score responses from instruments or checklists. For example, question 2, which determines the gender of the participant, is considered as 1=Male and 2=Female.

Then, before conducting an analysis of scores, researchers consider what types of scores to use from their instruments. This step is important because the type of score will affect how the data

is entered into a computer file for analysis. There are three different types of scores:

- **Single-item scores** an individual score assigned to each question for each participant in the study. These scores provide a detailed analysis of each person's response to each question on an instrument.
- **Summed scores** on a scale in which the scores of an individual are added over several questions that measure the same variable. Researchers add the individual items to compute an overall score for a variable. This type is preferred as responses to single questions may not be reliable and may not accurately reflect an individual's score. One solution to these problems is to form scales based on responses to single questions.
- **Net or difference scores** are scores in a quantitative study that represent a difference or change for each individual. Some gains may be more meaningful than others. A small change in high scores may be more useful than a larger change in small scores. For example, the small gain in moving from 98 to 99 on a 100-point scale may be more meaningful than the large change of going from 46 to 66 on the same scale.

4.6.6 Data input and data processing in our study

Regarding the applied scales for each variable, the nominal scales are used for the questions related to the personal information section of the questionnaire. Then a ratio scale is used for the other four main questions which are supposed to be answered after reading original texts and intralingual texts.

Table 27 reveals the overall picture of the codes applied for the analysis of the data. They are also mentioned in each section separately for a more comprehensible perception of the charts.

Table 27 Codebook regarding variable names, definition and numbers assigned to each response option for original and intralingual texts.

Variable 1	Reading time	1= Less than 1 minute
------------	--------------	-----------------------

		2= 1 minute 3= 1-2 minutes 4= 2-3 minutes 5= More than 3 minutes
Variable 2	Text comprehension	1= Nearly nothing 2= less than 50% of the text 3= 50% of the text 4= More than 50% of the text 5= Nearly the whole text
Variable 3	Specialised terms comprehension	1=I didn't understand more than 5 words 2= Yes, Except 3-4 words 3= Yes, except 2-3 words 4= Yes, except 1-2 words 5= Yes, I understood all of the terms
Variable 4	Confidence to sign	1= No 2=Yes, with some doubts 3= Yes

After scoring the data, researchers select a computer program to analyse their data. Academic researchers generally use statistical programs available as software programs for desktops or laptops or available on campus computers. The hardest part is deciding which software package to use. Commonly used statistical programs for data analysis include Minitab 16, JMP, SAS, SPSS, and EXCEL.

For the data analysis, the decision was made to use EXCEL due to its perceived convenience and ease of learning.

After choosing a statistical program, the next step is to enter the data from the instruments or checklists into the computer program. Inputting the data occurs when the researcher transfers the data from the responses on instruments to a computer file for analysis. The researcher uses the codebook to assign a number to each response that reflects a score on each variable. At the bottom of the sheet is the coding information that provides an association between the numbers and the responses on the instrument.

Finally, after entering data into the computer grid, possible errors in the data or missing data are required to be determined. Errors occur when participants in a study provide scores outside the range for variables or input wrong numbers into the data grid. Missing data may result when instrument data is lost, individuals skip questions, participants are absent when the observational data is collected, or individuals refuse to complete a sensitive question. For ethical reasons, according to George & Mallery (2003), the way the missing data is handled is supposed to be determined so that readers can accurately interpret the results. Since these problems may occur, it is needed to clean the data and decide how to treat missing data.

Cleaning the data is the process of inspecting the data for scores (or values) that are outside the accepted range. One way to accomplish this is by visually inspecting the data grid. For large databases, a frequency distribution will provide the range of scores to detect responses outside of acceptable ranges. For example, the researcher might type a score for a participant as '3' for gender, when the only legitimate values are '1' for females and '2' for males. Another procedure is to use SPSS and have the program 'sort cases' in ascending order for each variable. This process arranges the values of a variable from the smallest number to the largest, enabling the researcher to easily spot out-of-range or mis-numbered cases. Whatever the procedure, a visual inspection of data helps to clean the data and free it from visible errors before you begin the data analysis.

The researcher also needs to examine the database for missing data, which refers to data which

is missing in the database because participants do not supply it. Missing data will yield fewer individuals to be included in the data analysis, and because as many people included in the analysis as possible are desired, the correction for missing data is a requirement.

4.7 Difficulties that lead to two further studies

As in any research process, a number of difficulties were encountered in the study, as will be explained in this section.

After the completion of the pilot study, the main study, referred to as **Study 1** for clarity, was proceeded with. This study involved 30 participants and was conducted online through Google Forms. Specifically, 20 participants completed the questionnaire in February 2021, while an additional group of 10 participants completed it in April 2021, following the saturation technique to determine the appropriate sample size. The final sample comprised an equal distribution of 15 males and 15 females, ensuring a balanced representation of genders. The utilization of an online platform for data collection allowed for efficient and convenient participation, enhancing the accessibility of the study to a diverse group of individuals.

To acquire the answers of the respondents, the link to the prepared questionnaire, which was created in Google form, were sent to each participant. To avoid non-response error, the questions were set to "required" mode, which meant that respondents could not proceed to finish the questionnaire without first answering the related question. To ensure that the respondents did not change their answers after answering one section, the settings chosen made sure that they were not allowed to go back to the previous questions.

4.7.1 Second, face-to-face study (Study 2) and Repeated Reading Study (RRS)

Some challenges emerged during the analysis of the data obtained in **Study 1**, revealing certain limitations in the instrument designed to assess the effect of the independent variable on the

dependent variables. Primarily, it was observed that the intralingual translations of the texts, intended to be simplified, did not achieve the desired level of simplicity. This discrepancy in the translation process potentially introduced confounding factors and may have influenced participants' comprehension and responses.

Furthermore, another issue arose, regarding the methodology used to assess the time taken by respondents to read each text. Requesting participants to self-measure the time while reading may have introduced inaccuracies and variations in data collection. Participants' subjective perception of time and potential distractions during reading could have influenced the reported reading times, affecting the reliability of this particular data.

Finally, while analysing the data obtained in Study 1, a problem we had not foreseen was detected. The time required to read the intralingual version of legal texts in online questionnaires was less than the time required to read the original texts, but the question arose of whether this was due to the fact that the translated text was easier to read or to the fact that, after reading the original text, reading the same text again was easier. In other words, a possible confusion variable was detected that might be tampering with the results obtained in the dependent variable "time to read the text": the effect of repeated reading. This led to a review of the literature regarding the effects of repeated reading and to finding that the studies conducted (Dahl, 1974; Chang, 2010; Herman, 1985) affirmed that the time to read a text for the second time was always less than the first time. However, the repeated readings considered in the existing literature were of the same texts, while we were trying to see the time needed to read one text and its intralingual translation.

These identified flaws in the instrument necessitated careful consideration and potential adjustments to ensure the validity and accuracy of the findings. Addressing these issues was crucial to enhance the strength of the study and facilitate the establishment of meaningful conclusions.

Therefore, the decision was taken to repeat the study with two changes: (1) revising the intralingual translations to simplify them more, and (2) measuring the reading time in person, that is, having the researcher present when the respondents answered the questionnaires to measure and note the time taken to read each text. As a result, a new study, this time face-to-face, was conducted. This will be called **Study 2**.

Besides this second study, the decision was made to conduct a further study focused specifically in the correlation between the intralingual translation of the legal documents, the repeated reading of legal texts, and reading speed. In this way, the effect on this confusion variable when analysing the data obtained for the dependent variable “time to read” could be controlled. For clarity purposes, this study will be called **Repeated Reading Study (RRS)**.

Regarding the simplification of the texts for Study 2, substantial adjustments were made, including reordering of words, replacing complex terms with more simplified equivalents, and eliminating redundant expressions. Moreover, careful attention was given to refining lengthy sentences, converting them into more concise and easily comprehensible structures. Conversely, certain words required enhanced descriptions, particularly in the context of the Marriage contract, leading to some additions and alterations that resulted in a longer revised version compared to the initial intralingual text. For instance, the need for clear explanations of different types of divorce necessitated additional elaboration, whereas the original version mentioned them briefly using a single word. Table 28 provides a comprehensive overview of the length differences for each text.

Table 28 Length of original texts, first version of the intralingual translations, and revised intralingual translations, in Persian.

Text types	Original text version	Intralingual translation 1	Intralingual translation 2
Purchase contract	255	343	333

Marriage contract	184	259	262
Complaint request	139	147	141

The face-to-face study, that is, **Study 2**, was conducted in August 2022 while the researcher was in Iran and could monitor 16 respondents while they read the texts and answered the questionnaire. The participants were 8 females and 8 males from various educational backgrounds between the ages of 18 and 60, which matched the characteristics of previous study participants.

In Study 2, participants were initially asked to fill out the section containing personal information before proceeding to the main part of the questionnaire (see Table 29). Subsequently, when they were required to read the legal texts, the researcher measured the time spent on reading each text, using a stopwatch. The reading and question-answering conditions were standardized for all participants to ensure consistency in data collection.

Regarding the time taken to read the texts, no codebook was applied this time, as the researcher directly measured the duration using seconds as the unit of time reference. This approach allowed for precise and real-time measurement of participants' reading times, avoiding potential bias or inaccuracies.

For the remaining questions, the same codebook used in Study 1 was used, to maintain consistency and comparability between the two studies. This enabled the systematic analysis of responses and facilitated meaningful comparisons of data.

A further difference with study 1 was that, in order to assess the effect of repeated reading as a confusion variable on participants' responses and reading times, one hour after completing the initial survey, participants were asked to answer another questionnaire while re-reading the original legal texts.

Table 29 Layout of the questionnaire in Study 2.

First section
Name:
Gender: Female Male
Age:
Educational background:
Second section
Purchase contract (Original version)
Time:
First question: 1: 2: 3: 4: 5:
Second question: 1: 2: 3: 4: 5:
Third question: 1: 2: 3:
Purchase contract (Intralingual version)
Time:
First question: 1: 2: 3: 4: 5:
Second question: 1: 2: 3: 4: 5:
Third question: 1: 2: 3:
Purchase contract (Repeated version, 1 hour after reading the original text)
Time:
Marriage contract (Original version)
Time:
First question: 1: 2: 3: 4: 5:
Second question: 1: 2: 3: 4: 5:
Third question: 1: 2: 3:
Marriage contract (Intralingual version)

Time:
First question: 1: 2: 3: 4: 5:
Second question: 1: 2: 3: 4: 5:
Third question: 1: 2: 3:
Marriage contract (Repeated version, 1 hour after reading the original text)
Time:
Complaint request (Original version)
Time:
First question: 1: 2: 3: 4: 5:
Second question: 1: 2: 3: 4: 5:
Third question: 1: 2: 3:
Complaint request (Intralingual version)
Time:
First question: 1: 2: 3: 4: 5:
Second question: 1: 2: 3: 4: 5:
Third question: 1: 2: 3:
Complaint request (Repeated version, 1 hour after reading the original text)
Time:

Regarding the repeated reading study, it followed the same procedure as Study 1. In this online repeated reading study, 40 participants were recruited from various backgrounds. Participants were placed into two groups of 20 each. Twenty respondents in group 1 read the original texts and answered a question regarding the time it took them to read the text, then they read the intralingually translated versions of the same texts and answered the same question. Group 2 consisted of 20 respondents who went through the same process as group 1, but instead of

reading intralingually translated texts, they read the same texts (the same original, not translated, texts) for the second time and then answered the corresponding question.

4.8 Summary

This chapter has presented the methodology of the research, providing an overview of the research approach, the specific quantitative research design chosen, the definition of constructs and variables, and the sampling process. The chapter has also discussed the development and piloting of the questionnaire used to measure the dependent variables in Study 1. This study encountered several challenges and difficulties during the research process and these led to two new studies, Study 2 and Repeated Reading Study (RRS), which have been described. The next chapter presents the results of all the studies conducted.

Chapter 5: Results of the empirical studies

5.1 Overview

In this chapter, the data collected from the four different studies conducted are analysed to address the research questions and hypotheses. The data analysis focuses on the measurement of the four dependent variables: text comprehension, term comprehension, confidence, and reading time variables. The results of all the studies conducted are presented and discussed.

5.2 Data analysis

Data analysis is performed to address each one of the research questions or hypotheses. In quantitative research, questions or hypotheses often involve the use of descriptive statistics, which indicate general tendencies in the data such as mean, mode, and median. Additionally, measures of spread like variance, standard deviation, and range are considered, along with comparisons between scores through z-scores and percentile rank. Another option is to use inferential statistics, which involve analysing data from a sample to draw conclusions about an unknown population. Researchers assess whether group differences (means) or relationships among variables are significantly different from what would be expected for the total population, if they could study the entire population.

Regarding the data analysis, Ashirwadam (2014) states that it is a method of utilizing facts and figures to solve the research problem, and it plays a vital role in finding the answers to the research questions. The Introduction to Data Analysis Handbook (2006:13) states that “data analysis involves goals; relationships; decision making; and ideas, in addition to working with the actual data itself. In other words, data analysis includes various approaches to working with information (data) to support the work, goals, and plans of a program or agency.

In this study, after collecting the data from the four studies carried out and explained in Chapter 4 (pilot study, Study 1, Study 2, and Repeated Reading Study), which are summarized in table

22, the statistical possibilities to analyse the data were reviewed. We finally decided to use the mean as the central measure to present the data, and the results were represented through charts and box plots, which seemed to be the clearest graphics to show the results. The decision to use the mean was based on its ability to provide a clear and concise representation of the average values in the dataset, which is important for understanding the general tendencies and patterns in the data. By utilizing charts and box plots, visual representations of the data are created, allowing for a more intuitive and comprehensive understanding of the distribution and spread of the data points. This approach was deemed the most appropriate to reach conclusions regarding the research hypotheses, as it enabled us to visually compare the means of different groups or variables and identify any significant differences. Additionally, box plots were particularly useful in displaying the distribution of data and detecting potential outliers, further aiding in the analysis of the results and supporting the interpretation of the findings.

Table 30 Details of the four studies carried out.

Study	Date	Participants
Pilot study	February 2021 (First half)	4
Study 1	February 2021 (Second half) and April 2021	30
Repeated Reading Study	June 2021	40
Study 2	August 2022	16

Of these four studies, since the Repeated Reading Study is only related to the dependent variable “time to read the texts”, the data obtained will only be commented in section 5.6., not in the three sections, 5.3, 5.4. and 5.5., which refer to the other three dependent variables (text comprehension, legal terms comprehension and confidence to sign the documents).

5.3 Text comprehension variable results

The charts related to the answers received in all the studies regarding the comprehension of the whole text, both for the original texts and for the intralingual translations, are presented in this section. The charts are respectively related to pilot study, Study 1 and study 2. Table 31 shows the question that was asked to the participants for each text and the codebook used to analyse the data obtained.

Table 31 Question, options and codes related to the text comprehension variable.

Q: What percentage of text did you understand?		
Number	Options	Codes
1.	Nearly nothing	1
2.	Less than 50% of the text	2
3.	50% of the text	3
4.	More than 50% of the text	4
5.	Nearly the whole text	5

Therefore, based on these codes, the maximum result obtained can be 5, in case participants have understood the whole text or nearly the whole text, and the minimum result, showing participants' answers indicating the minimum possible comprehension, is 1.

5.3.1 Text comprehension in the pilot study

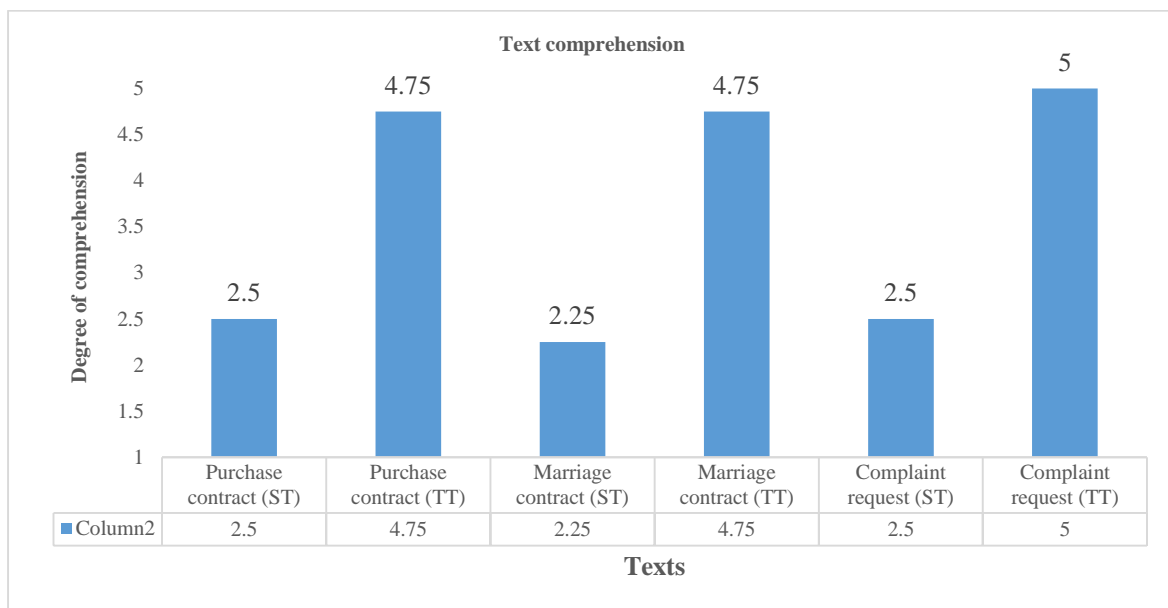


Chart 1 The text comprehension means for the ST and the TT of the Purchase contract, Marriage contract, and Complaint request in the pilot study.

Chart 1 reveals that the intralingual translation for the purchase contract shows a considerable improvement, indicating a significant enhancement in clarity which leads to better comprehension of the text. The difference of 2.25 points signifies a considerable increase in the quality or effectiveness of the intralingually translated text compared to the original. Similar to the purchase contract, the intralingual translation for the marriage contract also shows a significant increase from the original text. The 2.5-point difference indicates a considerable improvement in understanding the text. The complaint request has the most noticeable change in quality after intralingual translation, with both the original and translated versions scoring the same as the marriage contract's translation. This suggests that the intralingual translation makes it significantly better than the original text.

Across all three text types, the intralingual translation consistently leads to a considerable improvement in comprehension. The average difference between original and intralingual version of the texts is about 2.42 points, indicating a significant enhancement in comprehension of all three text types. Interestingly, both the purchase contract and marriage contract show a

similar improvement trend after intralingual translation, scoring the same (4.75) in their intralingual translated versions. This suggests a unity in the impact of translation on these text types. The complaint request shows the most significant improvement after intralingual translation, scoring a perfect 5. This indicates that the translation made it extremely clear compared to its original version. These results highlight the significant positive impact of intralingual translation across various document types, significantly enhancing their clarity and comprehension. The complaint request, in particular, benefited the most from this type of translation.

5.3.2 Text comprehension in Study 1

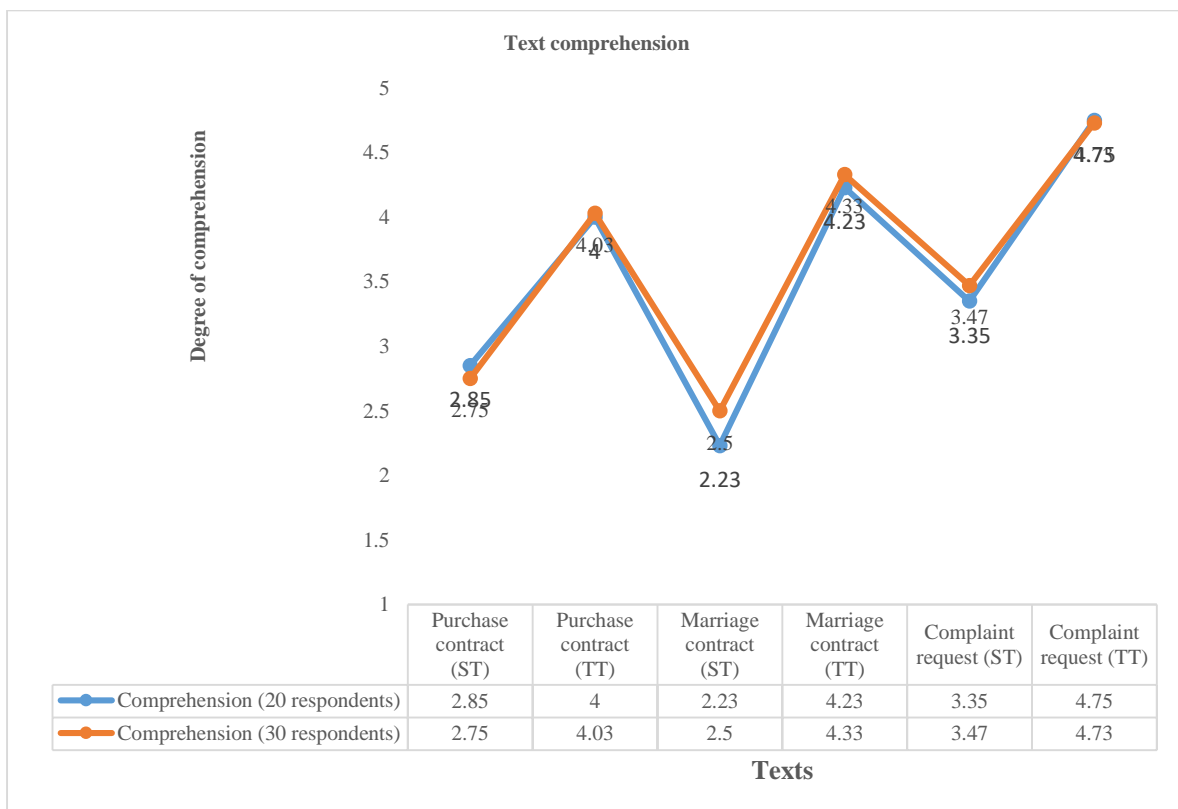


Chart 2 Trends of text comprehension means for the ST and the TT of the purchase contract, marriage contract, and Complaint request in study 1.

Chart 2 shows the trend line regarding the comprehension of the texts. It reveals that the level of comprehension had increased similarly for both 20 respondents and 30 respondents while

reading intralingual translations of each text. This was coherent with the sampling technique used and it reveals that no more respondents were required in Study 1 because there was no significant variation in the answers.

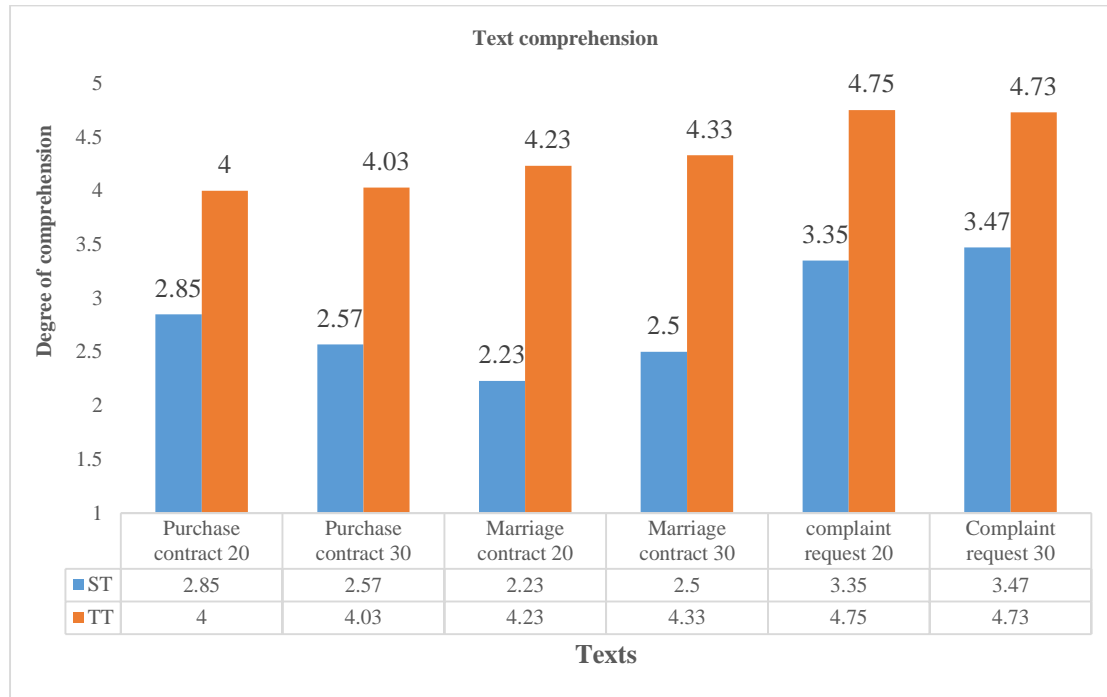


Chart 3 Text comprehension means for the ST and the TT of the Purchase contract, Marriage contract, and Complaint request in Study 1.

The results depicted in Chart 3 indicate that participants' comprehension of intralingual texts surpassed that of their original counterparts by a significant margin. Upon examining the differences in comprehension, the chart highlights a noteworthy rise of 1.46 points in the Purchase contract context, reflecting a substantial 36.22% increase in understanding. Similarly, the marriage contract context exhibited an increase of 1.83 points, indicating a notable 42.26% enhancement in comprehension. On the other hand, the intralingual version of the Complaint request demonstrated the least improvement in comprehension, with a modest increase of 1.26 points, equating to a 26.63% boost in understanding.

The results of the median and standard deviations of these same answers are shown in chart 10.

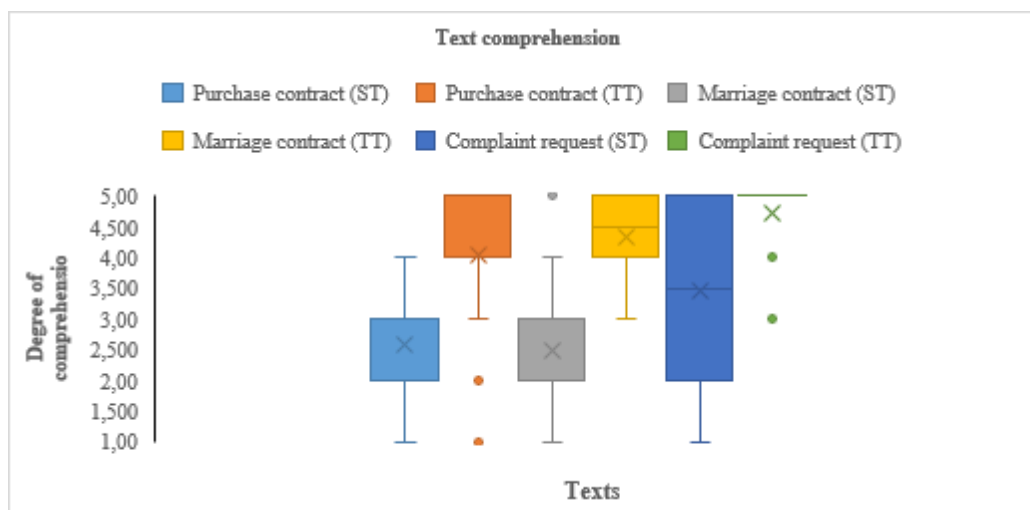


Chart 4 Box plot related to the whole text comprehension by 30 participants for the ST and the TT of the purchase contract, marriage contract, and Complaint request in study 1.

Chart 4 shows that participants in Study 1 chose answers ranging from 1 (I understood nearly nothing) to 4 (I understood more than 50% of the text) regarding the **Purchase contract**, whereas in the intralingual version, they chose answers ranging from 3 (I understood 50% of the text) to 5 (I understood nearly the whole text). As shown, two isolated participants chose options 1 and 2 after reading the intralingual translation, which deviate from the majority of the responses, but this is not statistically significant. The average of the answers increased from 2.6 to 4 when the intralingual translation was read, and the participants agreed more on their answers in the intralingual translation version. This indicates that when participants read the intralingual translation, their responses tended to align more closely and there was a greater agreement among their answers compared to the original text. In essence, there was a higher level of agreement among participants regarding their interpretations or understanding of the content when exposed to the intralingual translation. Regarding the average comprehension values provided, average comprehension of original text was 2.6, and for the intralingual translation, it increased to 4. Therefore, the comprehension increase for the Purchase contract from the original text to the intralingual translation, based on the following formula is 53.85%.

$$\text{Comprehension Increase} = \left(\frac{\text{New comprehension} - \text{Original comprehension}}{\text{Original comprehension}} \right) \times 100\%$$

In the original version of the **Marriage contract**, options 1 (I understood nearly nothing) to 4 (I understood more than 50% of the text) were chosen with an average of 3. Among the participants, one chose a different option, option 5, which is the highest level of comprehension. Options 3 (I understood 50% of the text) to 5 (I understood nearly the whole text) were chosen in the intralingual translation version, with an average of 4.3, indicating an increase in comprehension. The participants also had more agreement when answering the question related the intralingual version of the marriage contract.

Regarding the average comprehension values provided, average comprehension of original text was 3, and for the intralingual translation, it increased to 4.3. Therefore, the comprehension increase for the Marriage contract from the original text to the intralingual translation, based on the following formula is approximately 43.33%.

$$\text{Comprehension Increase} = \left(\frac{\text{New comprehension} - \text{Original comprehension}}{\text{Original comprehension}} \right) \times 100\%$$

The results obtained for the text comprehension of the original and the intralingually translated versions of the **Complaint request** were considerably different. According to the codes, the participants had the highest level of agreement in the intralingual translation version, and they almost all agreed on 5 as the maximum level of comprehension. There are only two isolated individuals that selected two different alternatives, 3 and 4, but this is not statistically significant. Participants, on the other hand, had the most disagreement in the original version of the Complaint request, as options 1 (I understood more than 50% of the text) to 5 (I understood nearly the whole text) were chosen with an average of 3.5. Comparing the averages of the original and intralingual versions of the text, it is observed that the comprehension increased in the intralingual version of the Complaint request as well.

Regarding the average comprehension values provided, average comprehension of original text

was 3., and for the intralingual translation, it increased to 5. Therefore, the comprehension increase for the Complaint request from the original text to the intralingual translation, based on the following formula is approximately 42.86%.

$$\text{Comprehension Increase} = \left(\frac{\text{New comprehension} - \text{Original comprehension}}{\text{Original comprehension}} \right) \times 100\%$$

5.3.3 Text comprehension in Study 2

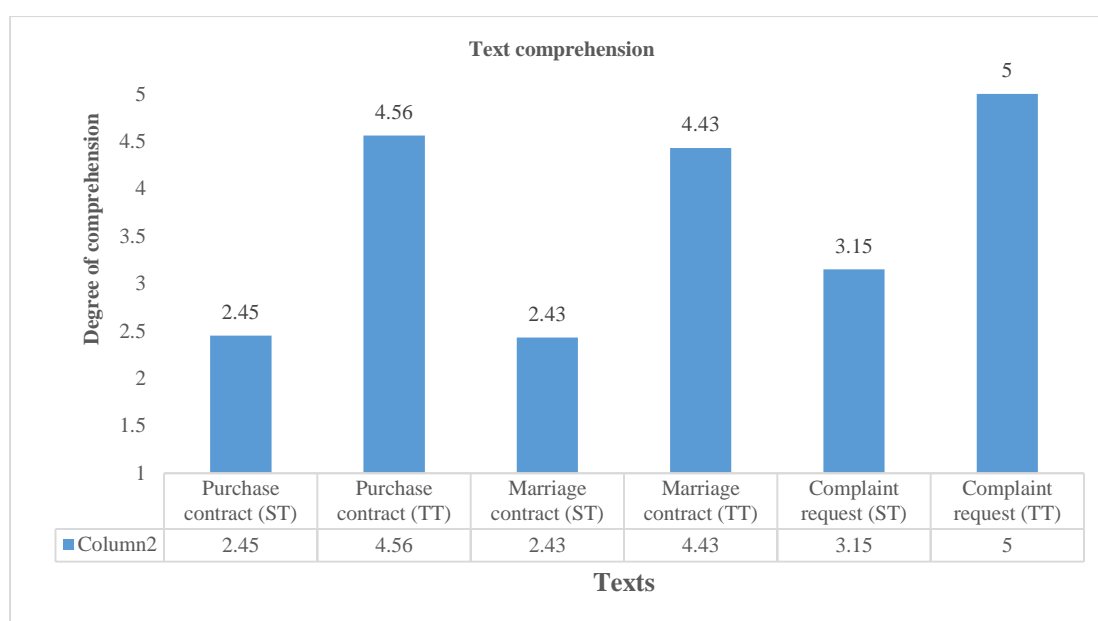


Chart 5 Comprehension means for the ST and the TT of the purchase contract, marriage contract, and Complaint request in study 1.

Chart 5 demonstrates that participants' understanding of intralingual versions of the texts exceeded that of the original versions. Upon close analysis of comprehension variations, the chart underscores a significant uptick of 2.11 points in the context of Purchase contracts, signifying a substantial 46.27% augmentation in comprehension levels. Likewise, in the context of marriage contracts, there was a rise of 2 points, denoting a remarkable 45.14% enhancement in understanding. The intralingual translation of the Complaint request exhibited the mildest advancement in comprehension, registering a modest uptick of 1.85 points,

translating to a 37% increase in understanding.

The results of the median and standard deviations of these same answers are shown in chart 12.

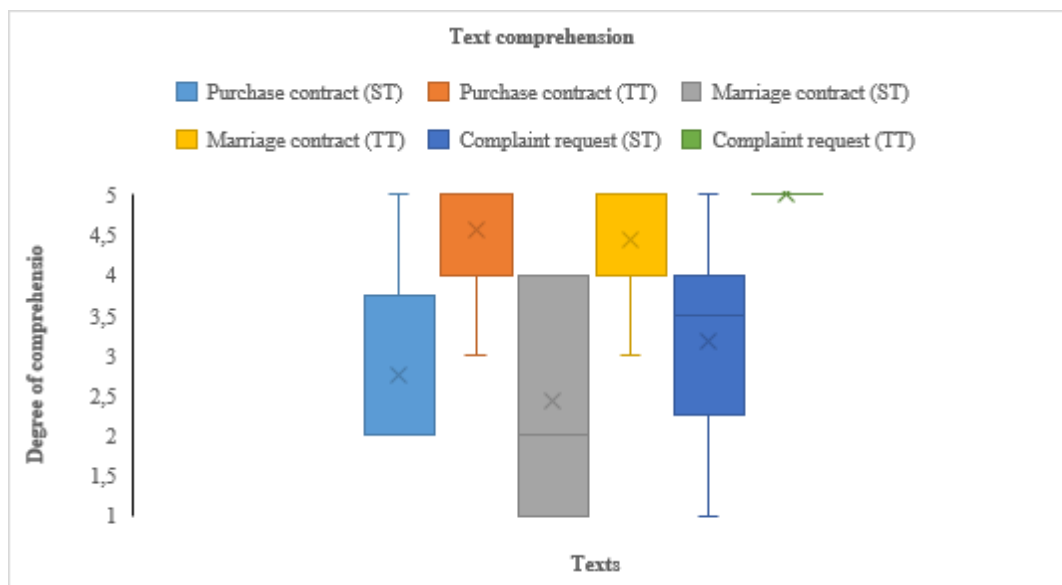


Chart 6 Comprehension means for the ST and the TT of the purchase contract, marriage contract, and Complaint request in study 1.

Chart 6 illustrates that participants in Study 2 chose answers ranging from 2 (I understood less than 50% of the text) to 5 (I understood nearly the whole text) regarding the **Purchase contract**, whereas in the intralingual version, they chose answers ranging from 3 (I understood 50% of the text) to 5 (I understood nearly the whole text) were chosen. The average of the answers increased from 2.75 to 4.56 when the intralingual translation version was read, and the participants agreed more on their answers in the intralingual translation version.

In the original version of the **marriage contract**, options 1 (I understood nearly nothing) to 4 (I understood more than 50% of the text) were chosen with an average of 2.43. Options 3 (I understood 50% of the text) to 5 (I understood nearly the whole text) were chosen in the intralingual translation version, with an average of 4.43, indicating an increase in comprehension. The participants have also had more agreement when answering the question related the intralingual version of the marriage contract.

The results in the original and intralingually translated versions of the **Complaint request** are

considerably different but very similar to the results achieved in study 1. According to the box plots, the participants had the highest level of agreement in the intralingual translation version, and they almost all agreed on 5 as the maximum level of comprehension with the average 5. However, regarding the original version of the Complaint request, options 1 (I understood more than 50% of the text) to 5 (I understood nearly the whole text) were chosen with an average of 3.18. Comparing the averages of the original and intralingual versions of the text, it is observed that the comprehension has increase in the intralingual version of the Complaint request as well.

5.3.4 Discussion of the results for the text comprehension variable

The obtained results from Charts 5 and 6 shed light on the impact of intralingual translations on participants' comprehension across the three determined text types. The findings revealed a consistent trend of increased understanding in the intralingual versions compared to the original texts which is illustrated through Chart 5. Chart 6 further delved into participants' responses and agreement patterns within Study 2. In the case of Purchase contracts, the shift to intralingual translation led to a considerable elevation in average comprehension scores, reflecting improved agreement among participants in understanding the text. Similarly, the transition to intralingual translation for marriage contracts resulted in sharp comprehension, as indicated by participants' greater agreement and elevated average scores. Furthermore, the results for the Complaint request, both in the original and intralingual versions, demonstrated a clear trend of higher comprehension scores in the intralingual context. This consistency in improved understanding across contexts and the parallel between the pilot study and studies 1 and 2 highlights the robustness of the observed phenomenon.

Table 32 Average of text comprehension increase across three studies: pilot study, study 1, and study 2, for varied text types.

Text types	Increase of text	Increase of text	Increase of text
------------	------------------	------------------	------------------

	comprehension in Pilot study	comprehension in Study 1	comprehension in Study 2
Purchase contract	+ 2.25	+ 1.46	+ 2.11
Marriage contract	+ 2.5	+ 1.83	+ 2
Complaint request	+ 2.5	+ 1.26	+ 1.85

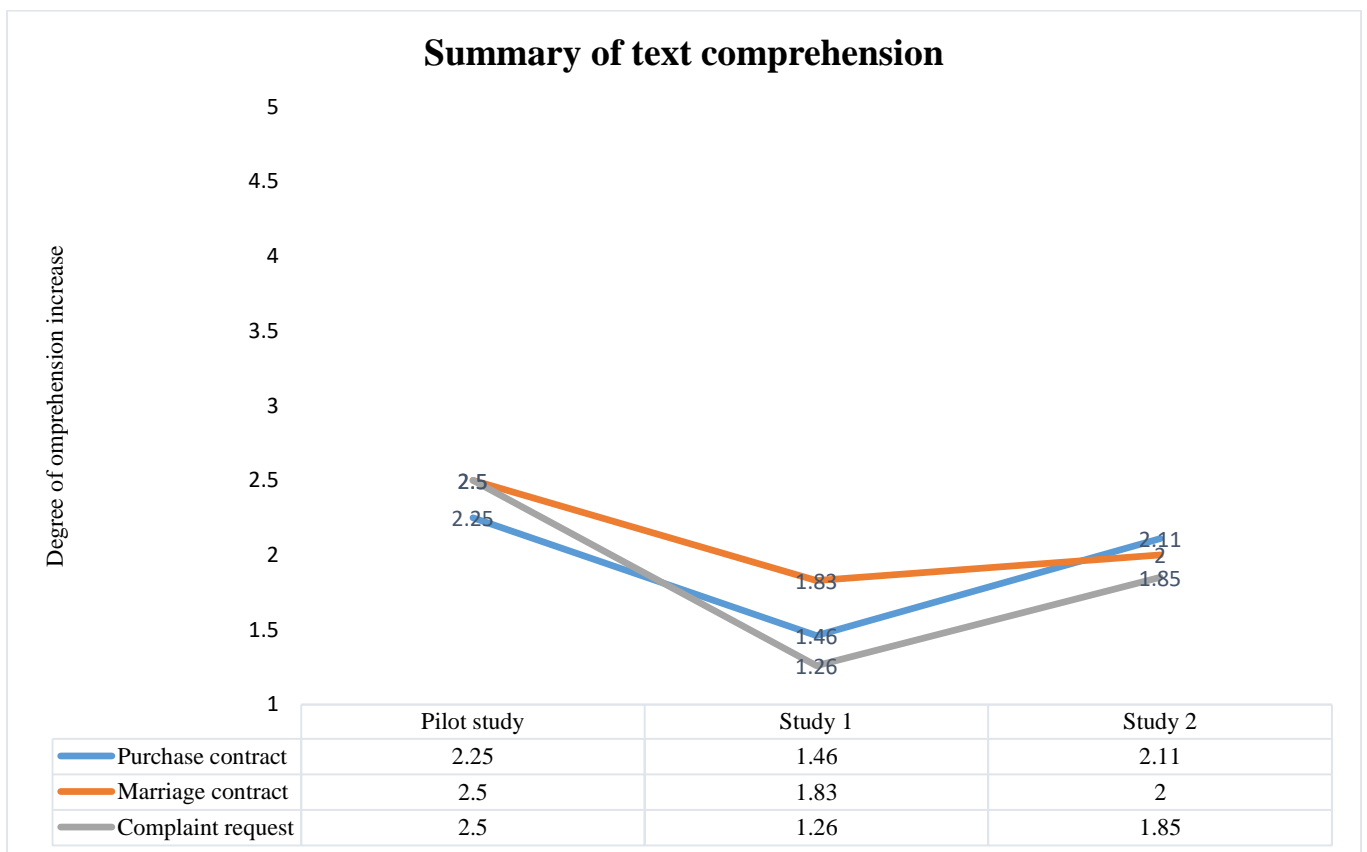


Chart 7 Trends of average text comprehension increase across three studies: pilot study, study 1, and study 2, for Purchase contract, Marriage contract, Complaint request.

Overall, each text type shows a positive and consistent trend of increased comprehension across the three studies. While the degree of improvement varies slightly between text types, the harmony lies in the consistent upward trajectory, indicating a positive impact and improvement in comprehension within each study.

5.4 Term comprehension variable results

The charts related to the answers received in all the studies regarding the comprehension of the individual terms, both for the original texts and for the intralingual translations, are presented in this section. The charts are respectively related to pilot study, Study 1 and study 2. Table 33 shows the question that was asked to the participants for each text and the codebook used to analyse the data obtained.

Table 33 Question, options and codes related to the term comprehension variable.

Q: Could you understand the meaning of all the terms in the document?		
Number	Options	Codes
1.	Yes, I understood all the terms.	5
2.	Yes, except 1-2 terms.	4
3.	Yes, except 2-3 terms.	3
4.	Yes, except 3-4 terms.	2
5.	I didn't understand more than 5 terms.	1

Therefore, based on this table, the maximum comprehension of the terms can be 5 in the case that all the terms are understood in the text and the minimum comprehension is considered 1 according to the determined codes.

5.4.1 Term comprehension in pilot study

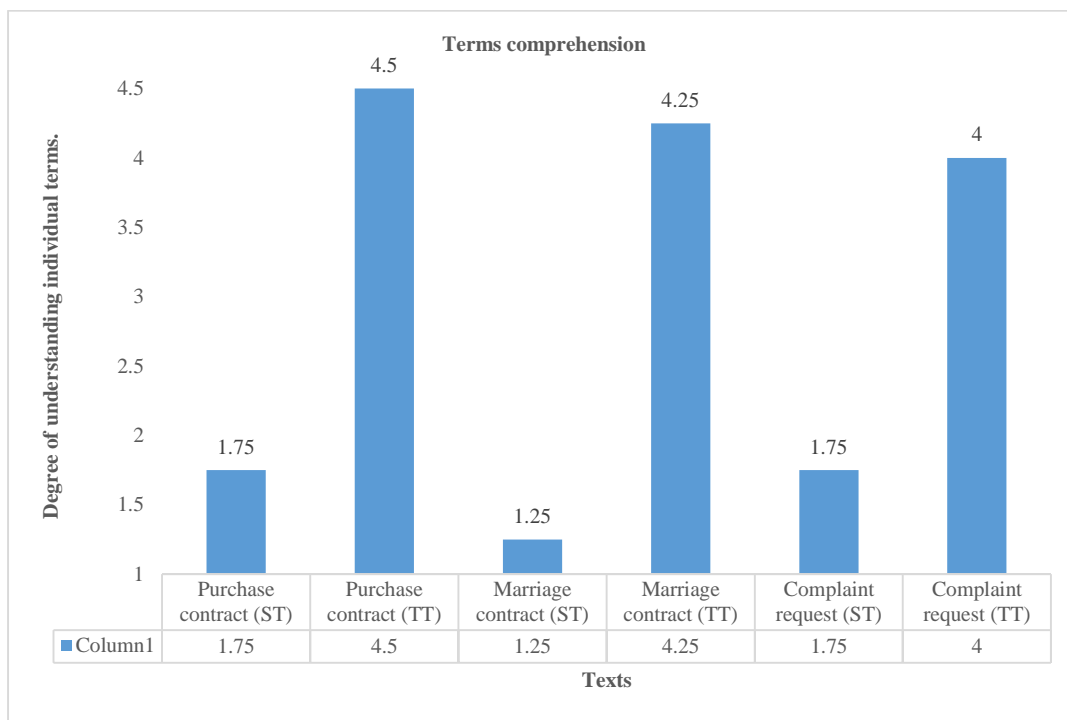


Chart 8 Term comprehension means for the ST and the TT of the purchase contract, marriage contract, and Complaint request in pilot study.

Chart 8 shows that the intralingual translation for the purchase contract shows a significant improvement in term comprehension, with a difference of 2.75 points. This suggests that the translation significantly enhanced the understanding of terms and concepts within the document compared to the original text. Similar to the purchase contract, the intralingual translation for the marriage contract resulted in a significant improvement in term comprehension. The 3-point difference indicates a considerable enhancement in understanding terms and concepts. The complaint request also shows a considerable improvement in term comprehension after intralingual translation, with a difference of 2.25 points. This implies that the translation significantly improved the understanding of terms and concepts.

Across all three text types, intralingual translation consistently leads to a considerable improvement in term comprehension. The average difference between the original and translated texts is about 2.67 points, indicating a significant enhancement in understanding

terms and concepts across all the text types. All three text types show a similar trend in improvement in term comprehension after intralingual translation. While the exact score differences vary slightly, all translations significantly enhance the understanding of terms within their respective text type. The marriage contract and the purchase contract have the highest improvement in term comprehension after intralingual translation, both showing a 3-point difference from their original versions. The complaint request follows closely with a 2.25-point difference. These results indicate that intralingual translation greatly enhances term comprehension across the three considered text types. The translation consistently improves the understanding of terms, with the marriage and purchase contracts displaying the highest improvement.

5.4.2 Term comprehension in Study 1

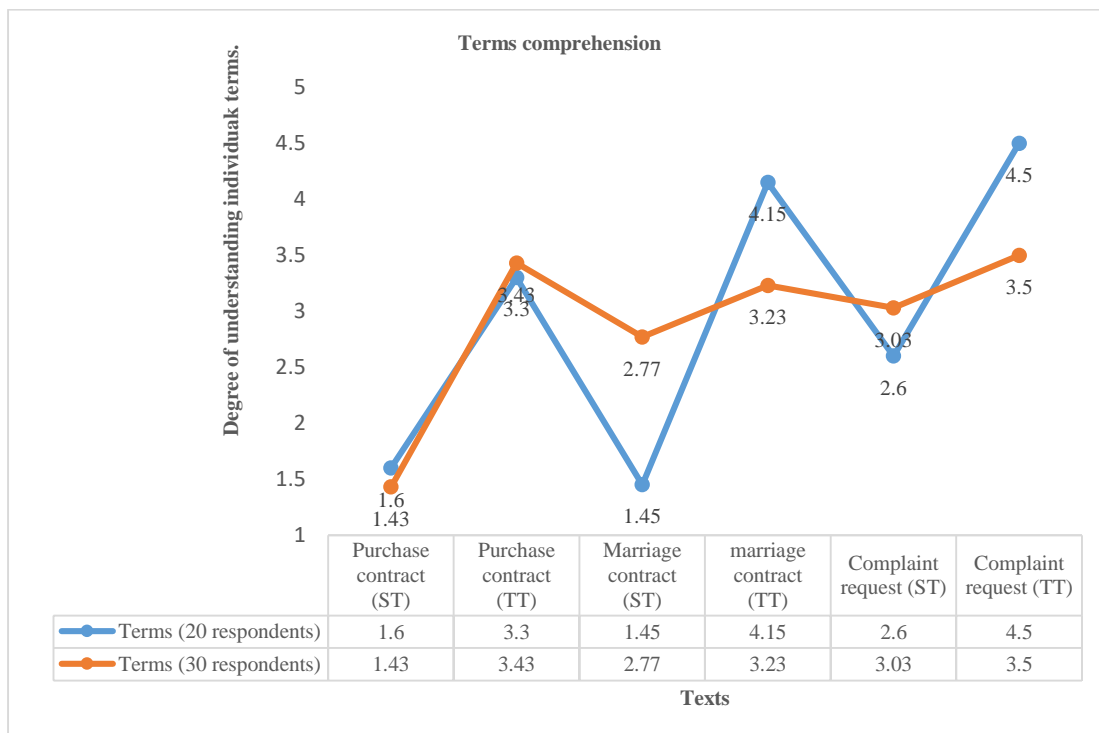


Chart 9 Trends of term comprehension means for the ST and the TT of the purchase contract, marriage contract, and Complaint request in study 1.

Chart 9 describes the trend line regarding understanding the individual terms. The fact is that

the trends do not follow exactly the same line and points, but the important point is that they have the ups and downs as it has been expected but at different points. It demonstrates that when reading intralingual translations of each text, the degree of individual term understanding rose similarly for both 20 and 30 respondents.

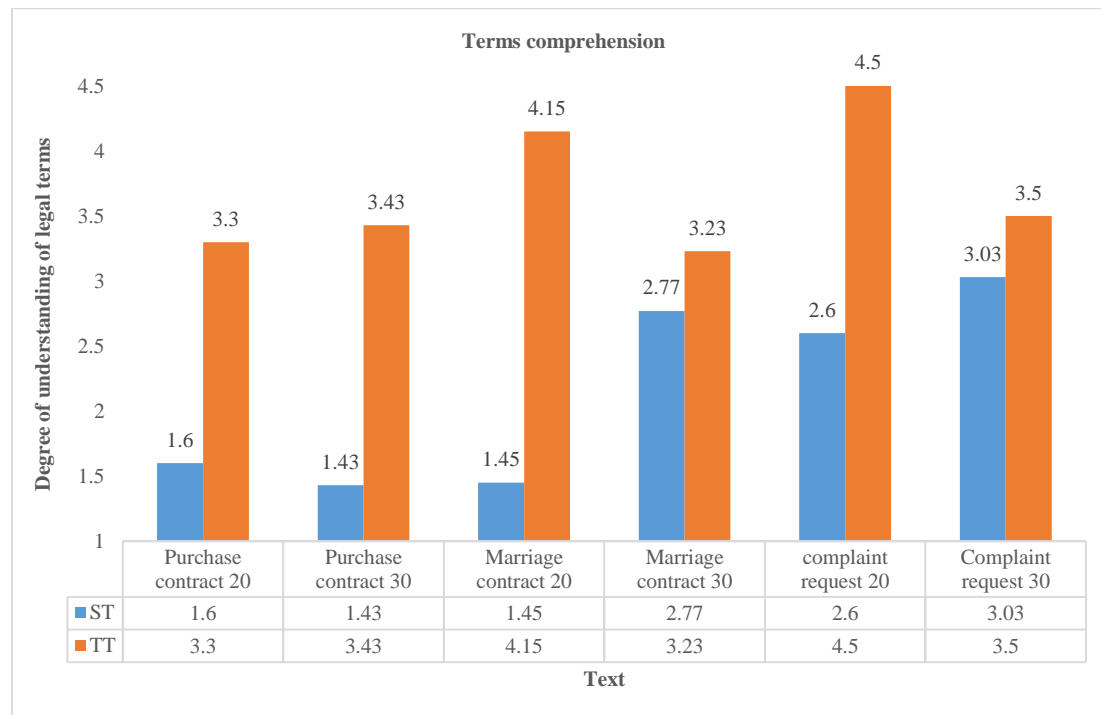


Chart 10 Term comprehension means for the ST and the TT of the purchase contract, marriage contract, and Complaint request in study 1.

Chart 10 shows that the legal terms in intralingually translated versions of the three legal texts are more understood compared to the legal terms in the three original texts.

The results depicted in Chart 10 indicate that participants' comprehension regarding individual terms in intralingual texts exceeded that of their original counterparts significantly. Upon examining the differences in individual term comprehension, the chart highlights a noteworthy rise of 2 points in the Purchase contract context, reflecting a substantial 58.30% increase in understanding. Similarly, the marriage contract context exhibited an increase of 0.46 points, indicating a 14.24% enhancement in comprehension. On the other hand, the intralingual

version of the Complaint request demonstrated an increase of 0.47 points, equating to a 13.42% increase in understanding.

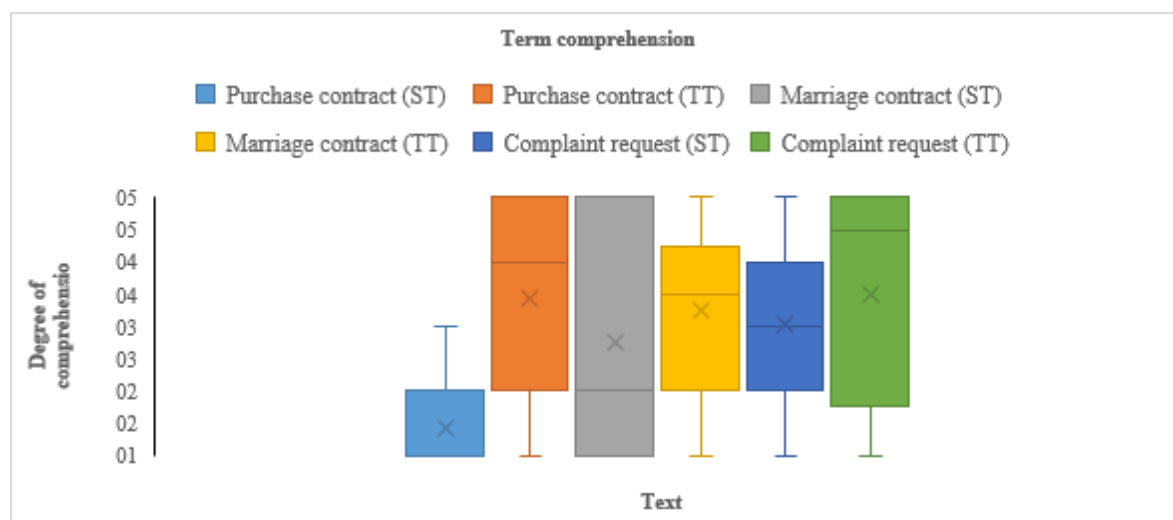


Chart 11 Box plot related to the term comprehension by 30 participants for the ST and the TT of the purchase contract, marriage contract, and Complaint request in study 1.

Chart 11 shows that participants in Study 1 chose answers ranging from 1 (I didn't understand more than 5 terms) to 3 (I understood whole terms except 2-3 terms) regarding the **Purchase contract**, whereas in the intralingual version, they chose answers ranging from 1 (I didn't understand more than 5 terms) to 5 (I understood all the terms) were chosen. The average of the answers increased from 1.4 to 3.4 when the intralingual translation version was read.

In the original version of the **marriage contract**, options 1(I didn't understand more than 5 terms) to 5 (I understood all the terms) were chosen with an average of 2.8, which shows the comprehension increase. Regarding the intralingual version, the same options have been chosen with an average of 3.2, indicating an increase in comprehension.

The results in the original and intralingually translated versions of the **Complaint request** are also between 1 (I didn't understand more than 5 terms) to 5 (I understood all the terms). However, the average of their answers increases from 3.0 to 4.5.

5.4.3 Term comprehension in Study 2

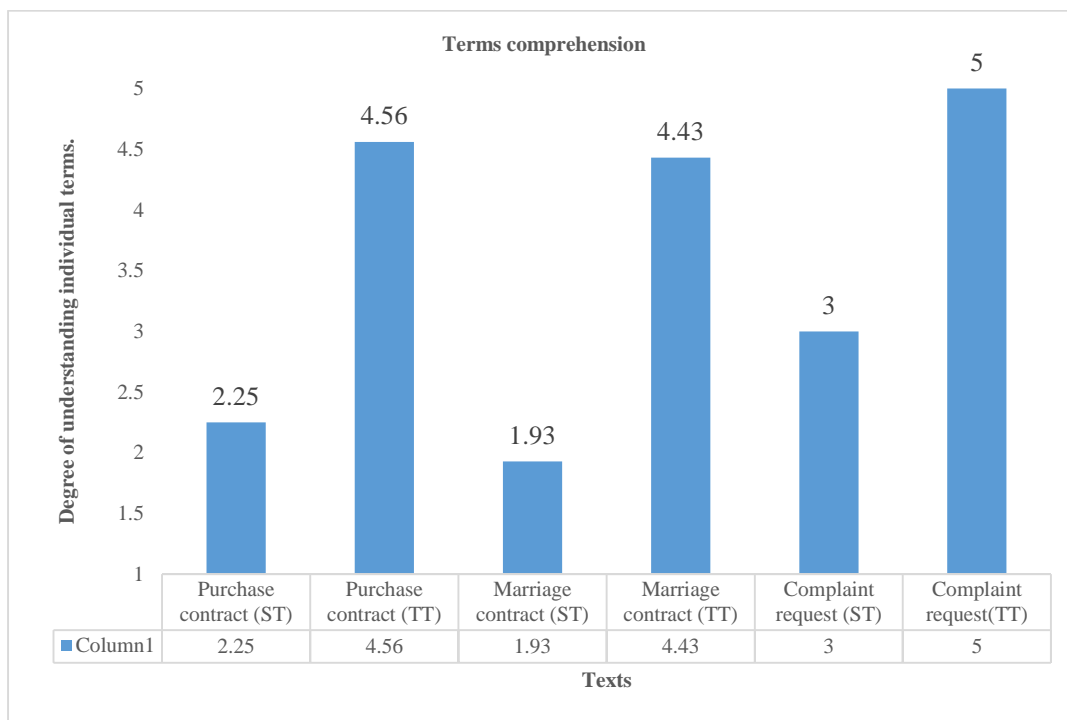


Chart 12 Term comprehension means for the ST and the TT of the purchase contract, marriage contract, and Complaint request in study 2.

The results represented in Chart 12 indicate that participants' comprehension of individual terms in intralingual texts exceeded that of their original counterparts significantly. The chart highlights a remarkable rise of 2.31 points in the Purchase contract context, reflecting a substantial 50.65% increase in understanding. Regarding the marriage contract, an increase of 2.5 points is observed, indicating a notable 56.43% enhancement in comprehension. Intralingual version of the Complaint request demonstrated the least improvement in comprehension compared to the marriage contract and Purchase contract, with an increase of 2 points, equating to a 40% increase in understanding.

The results of the median and standard deviations of these same answers are shown in chart 13.

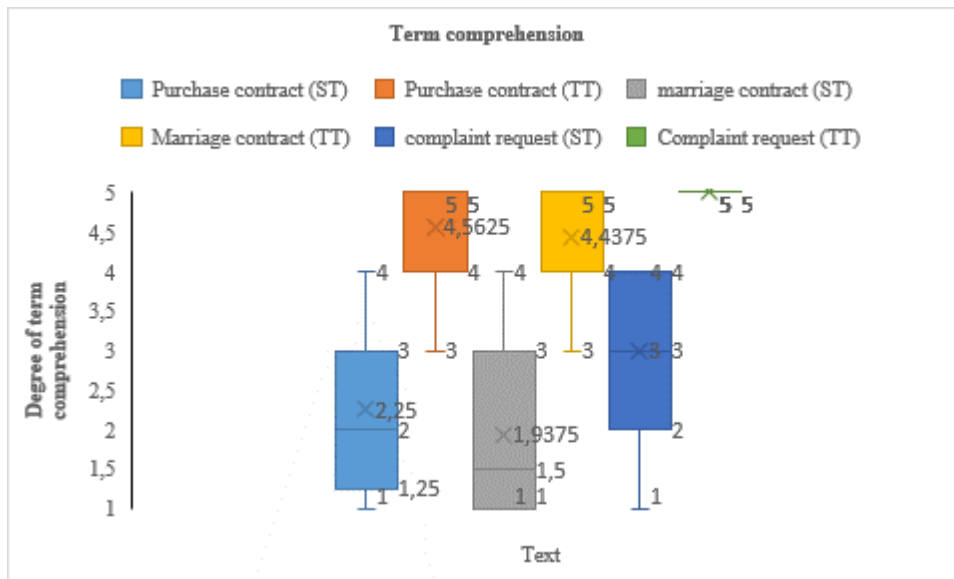


Chart 13 Box plot related to the individual terms comprehension by 16 participants in study 2.

Chart 13 shows that participants in Study 2 chose answers ranging from 1 (I didn't understand more than 5 terms) to 4 (I understood whole terms except 3-4 terms) regarding the original version of **Purchase contract**, whereas in the intralingual version, they chose answers ranging from 3 (I understood whole terms except 2-3 terms.) to 5 (I understood all the terms). The average of the answers increased from 2.25 to 4.56 when the intralingual translation version was read.

In the original version of the **marriage contract**, options 1 (I didn't understand more than 5 terms) to 4 (I understood whole terms except 3-4 terms) were chosen with an average of 1.93. Regarding the intralingual version, they chose answers ranging from 3 (I understood whole terms except 2-3 terms.) to 5 (I understood all the terms) with an average of 4.43, which shows the increased of comprehension regarding individual terms.

The results in the original version of the **Complaint request** are also between 1 (I didn't understand more than 5 terms) to 4 (I understood whole terms except 3-4 terms). While in intralingual version a great agreement is observed as the answers are all 5 (I understood all the terms). Therefore, the average of their answers increases from 3 to 5.

5.4.4 Discussion of the results for the legal terms comprehension variable

The intralingually translated versions consistently outperformed the original versions in terms of legal term comprehension. This finding supports with the notion that average Iranian citizens generally struggle to fully understand the legal terms included in commonly used legal documents, but when these documents are translated into plain Persian (intralingual translation), their comprehension of these terms improves significantly.

Table 34 Average of term comprehension increase across three studies: pilot study, study 1, and study 2, for varied text types.

Text types	Increase of term comprehension in Pilot study	Increase of term comprehension in Study 1	Increase of term comprehension in Study 2
Purchase contract	+ 2.75	+ 2	+ 2.31
Marriage contract	+ 3	+ 0.46	+ 2.5
Complaint request	+ 2.25	+ 0.47	+ 2

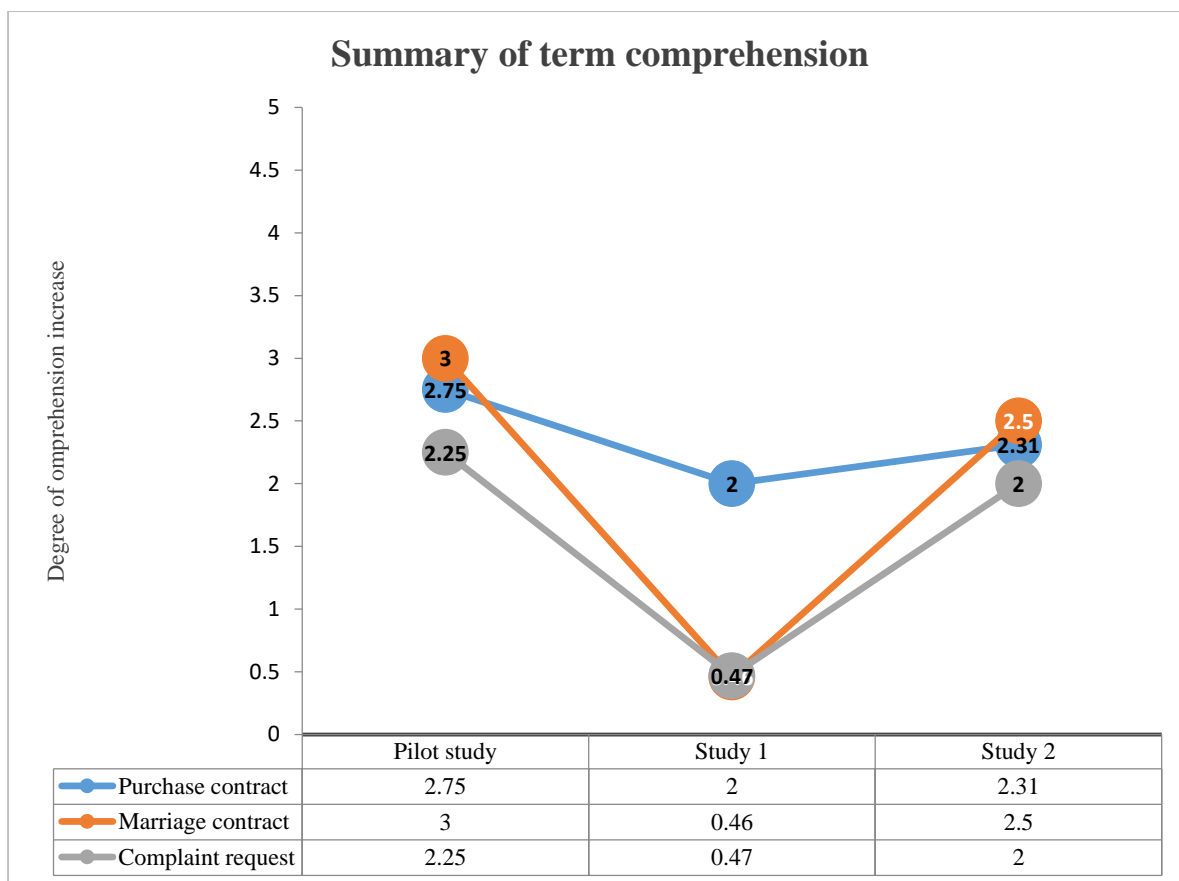


Chart 14 Trends of average term comprehension increase across three studies: pilot study, study 1, and study 2, for Purchase contract, Marriage contract, Complaint request.

Overall, the Purchase contract demonstrates a more consistent and high-level improvement in term comprehension across the studies. In contrast, the Marriage contract and Complaint request show fluctuations in the degree of term comprehension improvement, especially in Study 1, with a more substantial increase observed in subsequent studies. This suggests that while there's consistency in improvement across all texts, the magnitude of enhancement fluctuates more noticeably in the Marriage contract and Complaint request, particularly in the study. The fact that the increases in comprehension in Study 2 for the Marriage contract and the Complaint request are clearly higher than that of Study 1 is very probably due to the second, improved intralingual translations being used in it.

5.4.5. Discussion of the results of the comprehension variables and hypothesis

The second hypothesis of this study claimed that translating everyday legal documents into plain Persian would yield better understanding among average Iranian citizens compared to the original Persian versions. Based on the findings from the pilot study, Study 1, and Study 2 related to the two dependent variables just discussed (text comprehension and term comprehension), it can be concluded that the hypothesis is supported, since in all cases, in all studies, both text and term comprehension increased, although in different rates.

5.5 Confidence variable results

The charts related to the answers received in all the studies regarding participants' confidence, both for the original texts and for the intralingual translations, are presented in this section. The charts are respectively related to pilot study, Study 1 and study 2. Table 34 shows the question that was asked to the participants for each text and the codebook used to analyse the data obtained.

Table 35 Question, options and codes related to the confidence variable.

Q: After reading the text, would you be able to sign it being confident that you know what you are agreeing to?		
Number	Options	Codes
1.	Yes.	3
2.	Yes, with some doubts.	2
3.	No.	1

Therefore, based on Table 33, number 3 shows the maximum level of confidence to sign the text and number 1 reveals the least confidence.

5.5.1 Confidence variable in the pilot study

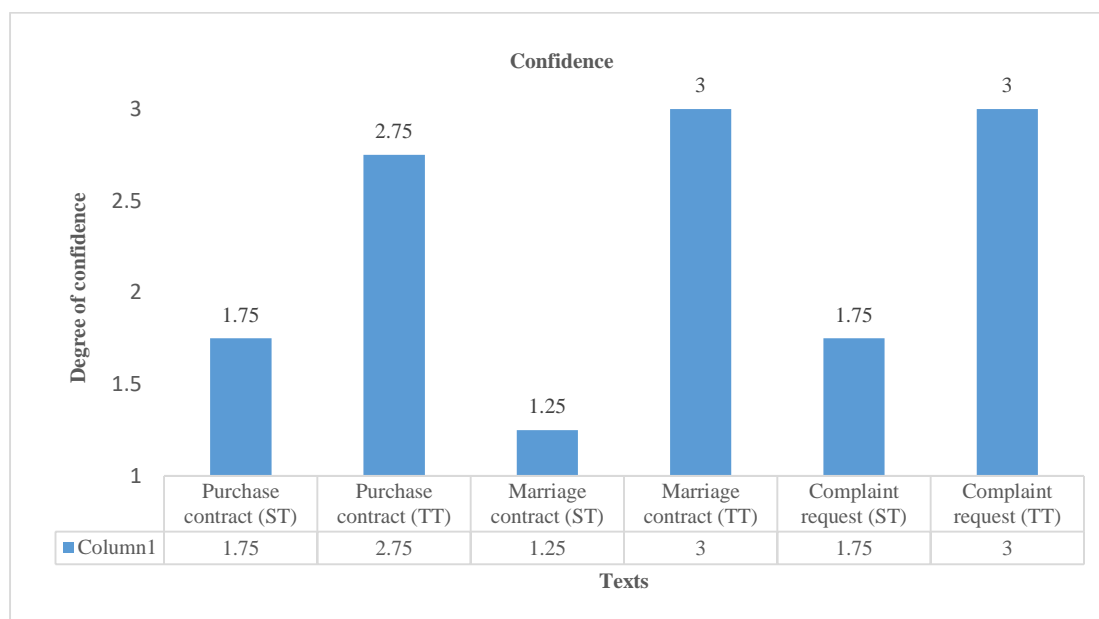


Chart 15 Confidence to sign ST and the TT of the purchase contract, marriage contract, and Complaint request in pilot study.

Chart 15 discloses that the intralingual translation for the purchase contract shows a moderate improvement in confidence, with a difference of 1 point. This suggests that the translated version introduces slightly more confidence compared to the original text. The intralingual translation for the marriage contract shows a considerable improvement in confidence, with a significant difference of 1.75 points. This indicates that the translation significantly increased the level of confidence in understanding the document compared to the original text. Similar to the marriage contract, the complaint request also shows a significant increase in confidence after intralingual translation, with a difference of 1.25 points. This suggests that the intralingual version inspires higher confidence in understanding the text compared to the original text.

Across all three text types, intralingual translation consistently leads to an improvement in confidence. The average difference between the original and translated texts is approximately 1.33 points, indicating a notable enhancement in confidence across all text types. The marriage contract and the complaint request reveal a similar trend in increased confidence after intralingual translation, scoring the highest possible confidence level of 3. Both types of

contracts saw a considerable improvement, with the marriage contract showing the most significant enhancement. The purchase contract displays a moderate increase in confidence after translation compared to the other text types. While there is an improvement, it is not as noticeable as seen in the marriage and complaint request translations. These results indicate that intralingual translation generally enhances confidence in understanding across various text types. Both the marriage contract and the complaint request show substantial improvements in confidence after translation, while the purchase contract displays a more moderate increase in confidence.

5.5.2 Confidence variable in Study 1

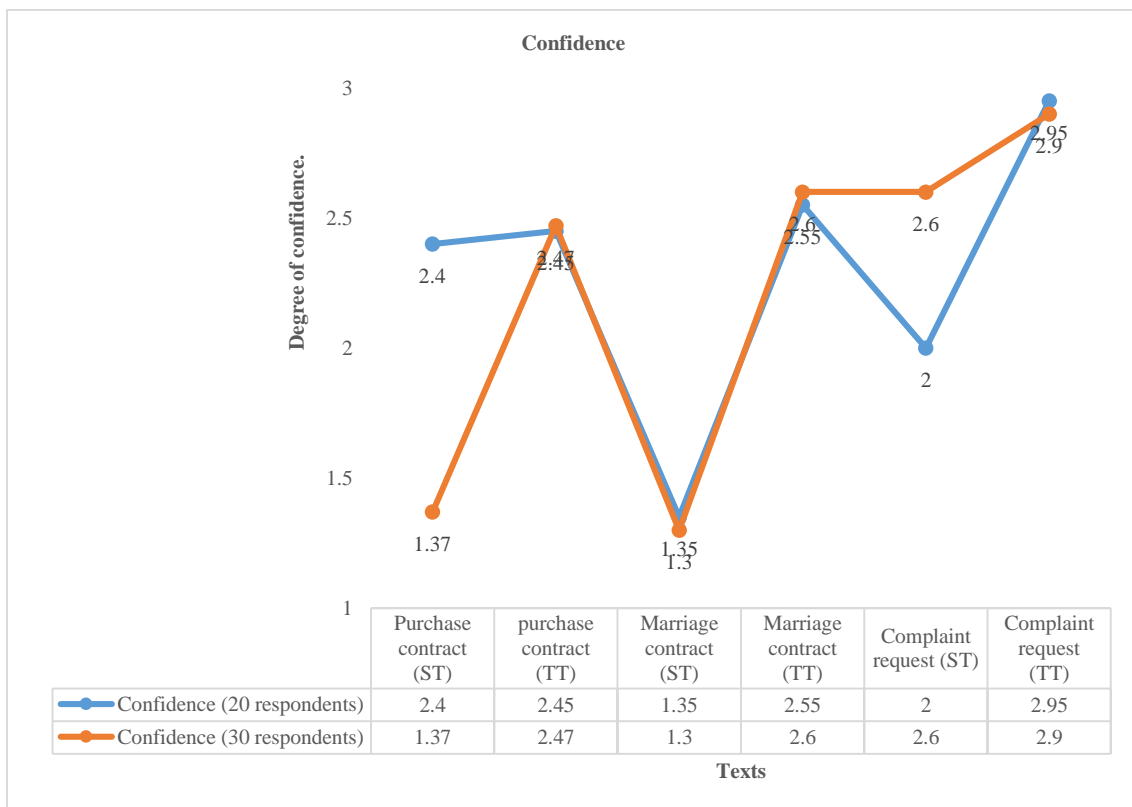


Chart 16 Trends of the confidence to sign the ST and the TT of the purchase contract, marriage contract, and Complaint request in study 1.

Chart 16 shows the trend line regarding the confidence. Similar to the term comprehension variable, the trends of confidence do not follow exactly the same line and points, but they have

the ups and downs at different points revealing the increase or decrease of confidence for both 20 and 30 participants. In other words, the chart reveals that the level of confidence has increased but with different degrees for both 20 respondents and 30 respondents while reading intralingual translations of each text.

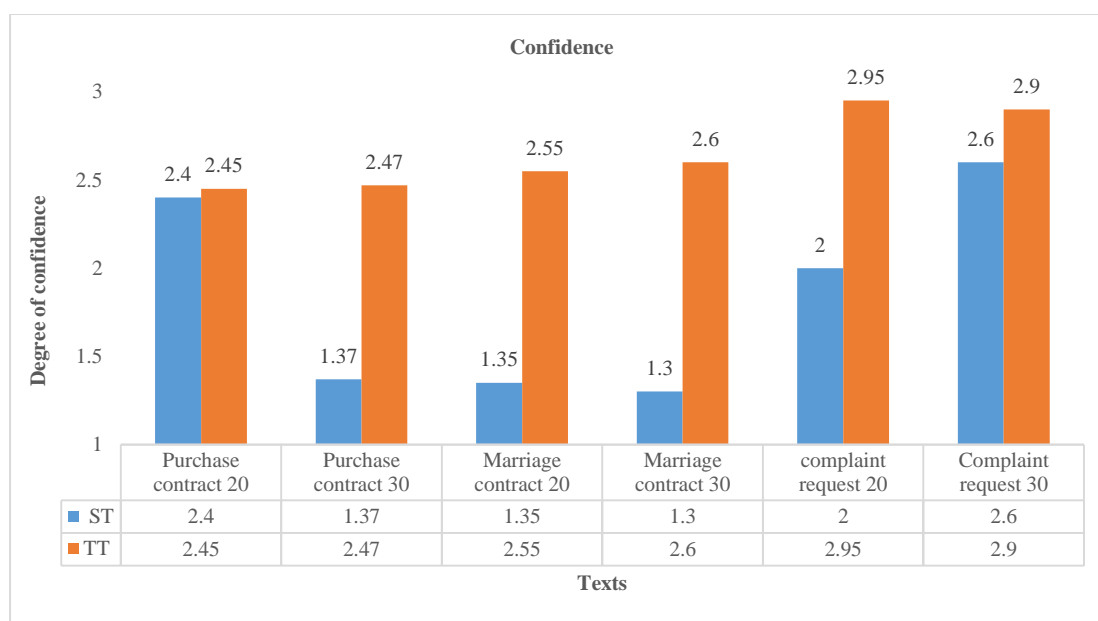


Chart 17 Confidence to sign ST and the TT of the purchase contract, marriage contract, and Complaint request in study 1.

Chart 17 shows that the participants have more confidence to sign intralingually translated versions of the legal texts compared to the original versions of the same texts.

The results depicted in Chart 21 indicate that participants' confidence to sign intralingual texts exceeded that of their original equivalents. The chart highlights a remarkable rise of 1.1 points in the Purchase contract context, reflecting a substantial 44.53 increase in the confidence degree. Similarly, the marriage contract context exhibited an increase of 1.3 points, indicating a 50% enhancement in confidence. On the other hand, the intralingual version of the Complaint request demonstrated the least increase which is 0.3 points, equating to a 10.34% improvement in confidence to sign the text.

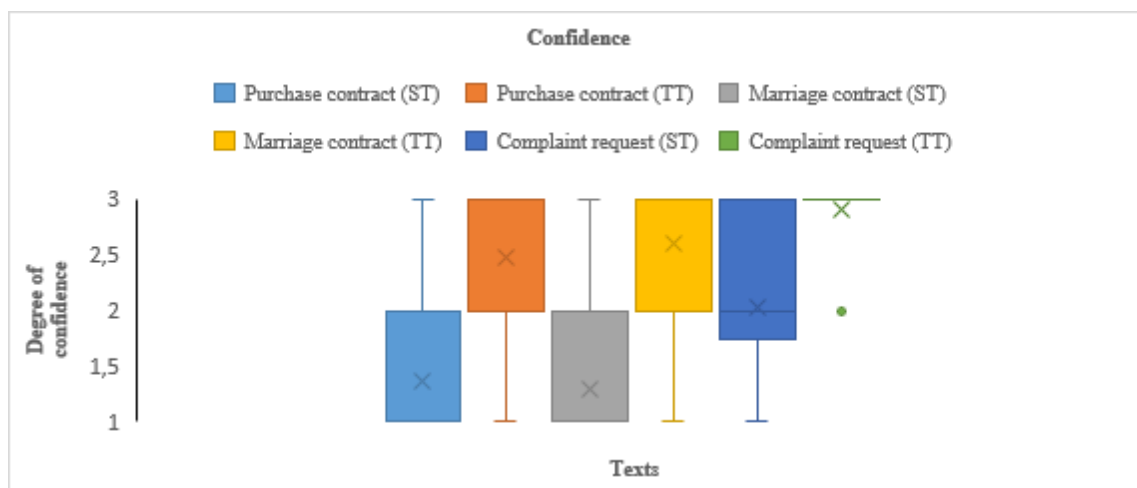


Chart 18 Box plot related to the confidence to sign texts by 30 participants in study 1.

Chart 18 shows that participants in Study 1 chose answers ranging from 1 (I would sign it with confidence) to 3 (I would not sign it with confidence) regarding both original and intralingual version of **Purchase contract**. However, the average of the answers increased from 1.4 to 2.5 when the intralingual translation version was read.

Similar to the Purchase contract, in the original and intralingual versions of the **Marriage contract**, options 1(I would sign it with confidence) to 3 (I would not sign it with confidence) were chosen. The averages of their confidence increased from 1.3 to 2.6 in the intralingual version.

The results in the original version of the **Complaint request** are also between 1 (I would sign it with confidence) to 3 (I would not sign it with confidence). While in intralingual version a great agreement is observed as the answers are all 3 (I would sign it with confidence). There is only one participant who has chosen option 2 (I would sign it with some doubts). Therefore, the average has increased from 2 to 2.9.

5.5.3 Confidence variable in Study 2

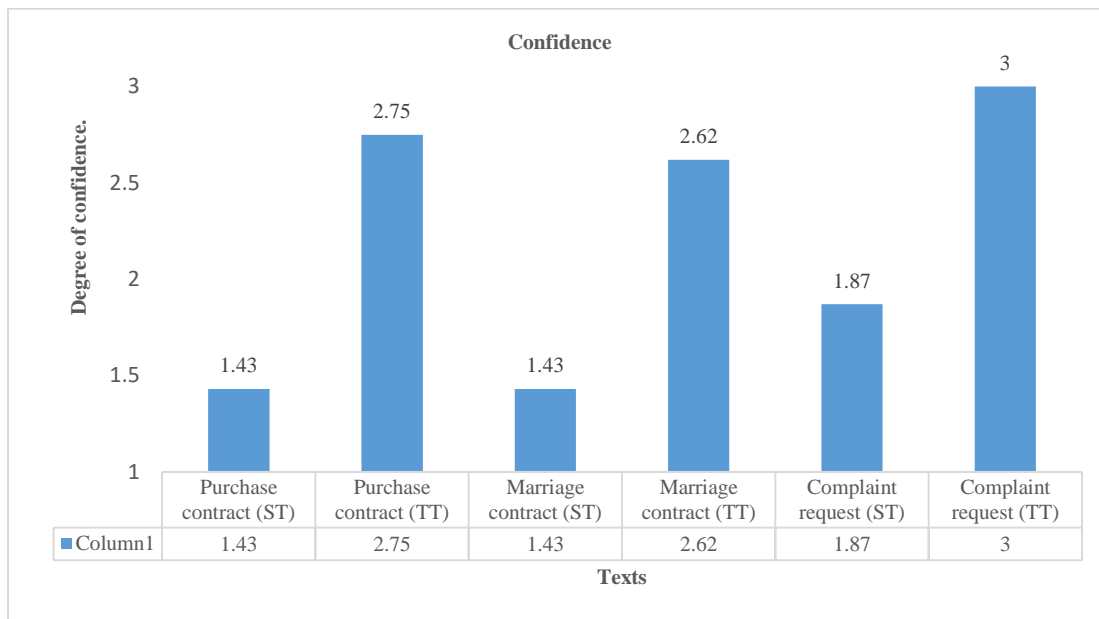


Chart 19 Confidence to sign the the ST and the TT of the purchase contract, marriage contract, and Complaint request in study 2.

The results represented in Chart 19 shows that participants' confidence to sign intralingual versions of each text has increased compared to the original equivalents of the same texts. The chart highlights a rise of 1.32 points in the Purchase contract context, reflecting 48% increase in the confidence degree. Regarding the marriage contract, an increase of 1.19 points is observed, indicating a notable 45.41% enhancement. Intralingual version of the Complaint request demonstrated the least improvement in this study compared to the marriage contract and Purchase contract, with an increase of 1.13 points, equating to a 37.66% increase in the degree of confidence to sign each text.



Chart 20 Box plot related to the confidence to sign texts by 16 participants in study 2.

Chart 20 shows that participants in Study 2 chose answers ranging from 1 (I would sign it with confidence) to 2 (I would sign it with some doubts) regarding the original version of **Purchase contract**. Regarding the intralingual version of the text, options 2 (I would sign it with some doubts) to 3 (I would not sign it with confidence) have been chosen which shows the increase of average from 1.4 to 2.75.

In the original and intralingual versions of the **marriage contract**, options 1 (I would sign it with confidence) to 3 (I would not sign it with confidence) were chosen. However, the averages of their confidence increased from 1.4 to 2.6 in the intralingual version.

The results in the original version of the **Complaint request** are also between 1 (I would sign it with confidence) to 3 (I would not sign it with confidence). While in intralingual version a great agreement is observed as the answers are all 3 (I would sign it with confidence), which reveals the average has increased from 1.87 to 3.

5.5.4 Discussion of the results for the confidence to sign variable and hypothesis

The studies' results shed light on the participants' confidence levels in relation to signing the legal texts.

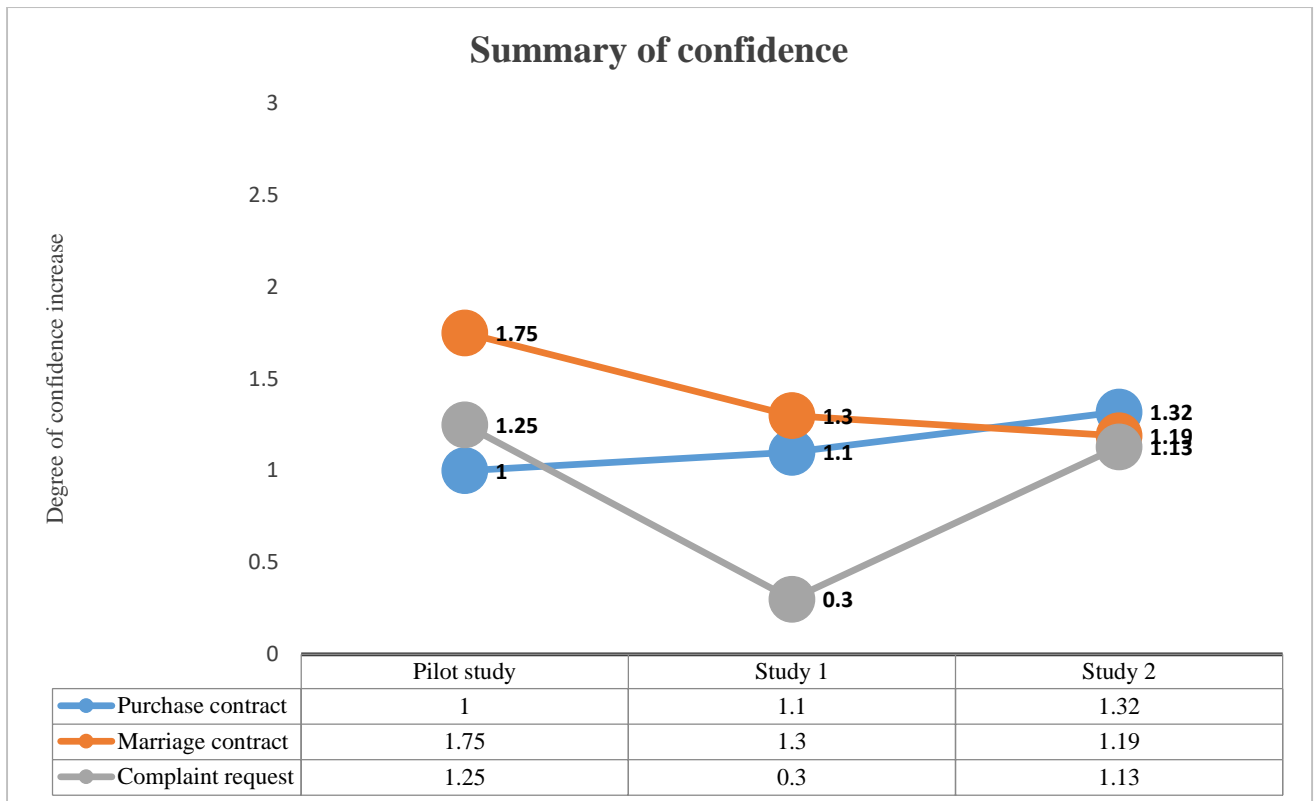


Chart 21 Trends of average confidence increase across three studies: pilot study, study 1, and study 2, for Purchase contract, Marriage contract, Complaint request.

Overall, the Purchase contract shows a more consistent and steady increase in confidence across the studies. In contrast, the Marriage contract and Complaint request exhibit fluctuations in confidence enhancement, with a substantial increase in initial studies followed by a decrease or slight variation in subsequent studies. This suggests variability in confidence levels, with peak enhancements in the initial studies and less consistent improvements in confidence levels in later studies for these text types.

However variable in the rate of increase, as can be seen in Table 36, confidence to sign the documents increased in all studies for all three text types:

Table 36 Average of confidence increase across three studies: pilot study, study 1, and study 2, for varied text types.

Text types	Increase of confidence in Pilot study	Increase of confidence in Study 1	Increase of confidence in Study 2
		1	2

Purchase contract	+ 1	+ 1.1	+1.32
Marriage contract	+ 1.75	+ 1.3	+ 1.19
Complaint request	+ 1.25	+ 0.3	+ 1.13

The initial, general hypothesis posited that Iranian citizens typically struggle to comprehend commonly used legal documents. These findings indirectly support this hypothesis by presenting the participants' enhanced confidence levels when reading intralingual translations of legal texts. The upward trend in confidence across all studies suggests that participants may indeed face challenges understanding original legal texts, which aligns with the hypothesis. Working hypothesis 3 proposed that average Iranian citizens would exhibit higher confidence to sign the legal documents when presented with plain Persian translations compared to the original versions. The studies' findings validate this hypothesis. The participants consistently displayed greater confidence in signing the intralingually translated versions, highlighting their improved comprehension and confidence to sign the translated, plain language texts. Overall, the results presented so far provide substantial evidence to affirm both hypotheses 2 and 3, indicating that intralingual translations have the potential to enhance comprehension and confidence levels among Iranian citizens when engaging with legal documents.

5.6 Time variable results

The charts related to the answers received in all the studies regarding reading time to read each text, both for the original texts and for the intralingual translations, are presented in this section.

The charts are related to pilot study, Study 1, Study 2 and the Repeated Reading Study.

Table 31 shows the question that was asked to the participants of the Pilot Study, Study 1 and Repeated Reading Study for each text and the codebook used to analyse the data obtained.

Study 2 did not contain any question regarding the reading time because the researcher was

present and measured the reading time with a stopwatch.

Table 37 Question, options and codes related to the time variable.

Q: How much time did you spend on reading each text?		
Number	Options	Codes
1.	Less than 1 minute.	1
2.	1 minute.	2
3.	1-2 minutes.	3
4.	2-3 minutes.	4
5.	More than 3 minutes.	5

Therefore, based on this table, number 5 shows the maximum required time to read the text and 1 the minimum required time.

5.6.1 Time variable in the pilot study

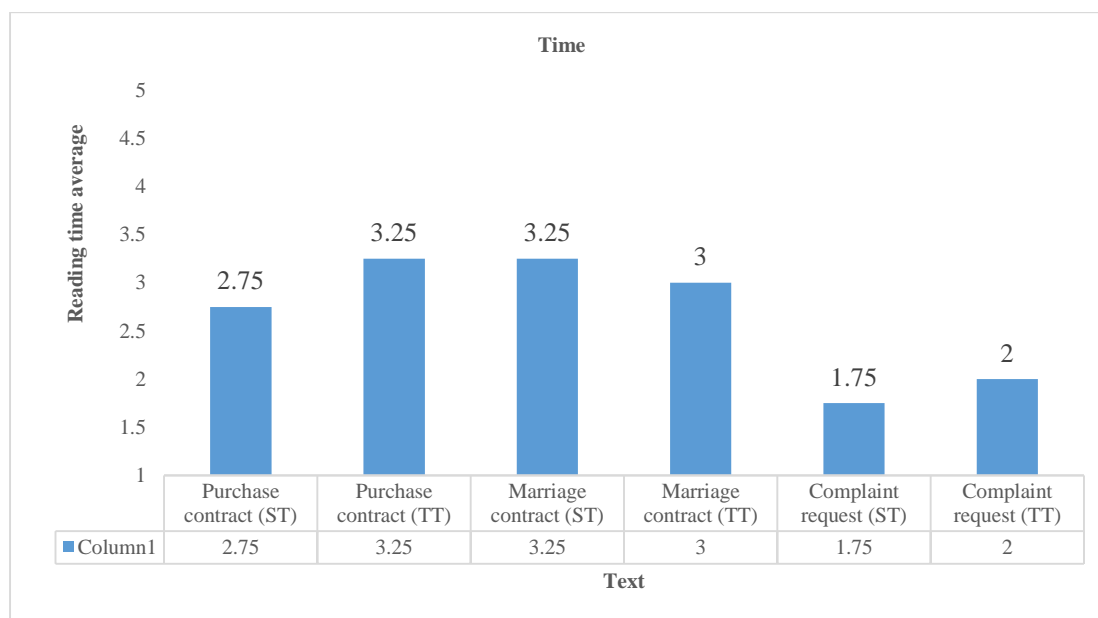


Chart 22 Reading time to sign the the ST and the TT of the purchase contract, marriage contract, and Complaint request pilot study.

Chart 22 shows that the intralingual translation for the purchase contract takes slightly longer to read than the original text, with a difference of 0.5 points. This suggests that while the

translation might have improved in some aspects, it also increased the reading time compared to the original version. However, the intralingual translation for the marriage contract took less time to read than the original text, with a difference of -0.25 points. This indicates that the translation improved comprehension without lengthening the reading time, unlike the purchase contract's translation. The complaint request intralingual translation took slightly longer to read compared to the original text, with a difference of 0.25 points. This indicated a marginal increase in reading time for the translated version.

Across all three text types, intralingual translation has varied effects on the required reading time. The average difference in reading time between the original and translated texts is approximately 0 points, indicating mixed impacts on reading time across text types. The translations' impact on reading time varies among the text types. While the marriage contract saw a reduction in reading time after translation, the purchase contract and complaint request both experienced slight increases in the time required to read the translated versions. The impact on reading time is relatively small across all text types, with differences ranging between -0.25 and 0.5 points.

The rationale behind the decrease regarding the intralingual version of the marriage contract might be attributed to the exclusion of numerous loanwords that hold significant importance for comprehension and can potentially impede reading speed. Notably, these terms in marriage contract are related to various aspects of divorce. Consequently, despite the apparent increase in the word count within the intralingual translation of this specific text, the time taken to read it has reduced.

Conversely, in the case of the Purchase contract and Complaint request, both intralingual texts were extended in length, akin to the marriage contract. However, the process of reading them has necessitated more time. This difference could potentially be attributed to the extended nature of the texts themselves, coupled with the absence of notably challenging vocabulary

present in the original text types—a scenario akin to that observed in the Marriage contract—thus potentially causing an increase in the time needed to read the intralingual versions of these texts.

The outcomes of these observations were somewhat surprising, as there was an initial anticipation of reduced reading time despite the expanded length of the texts. To ascertain if similar patterns manifest in study 1, no changes were introduced, and the study was pursued in its original structure.

5.6.2 Time variable in Study 1

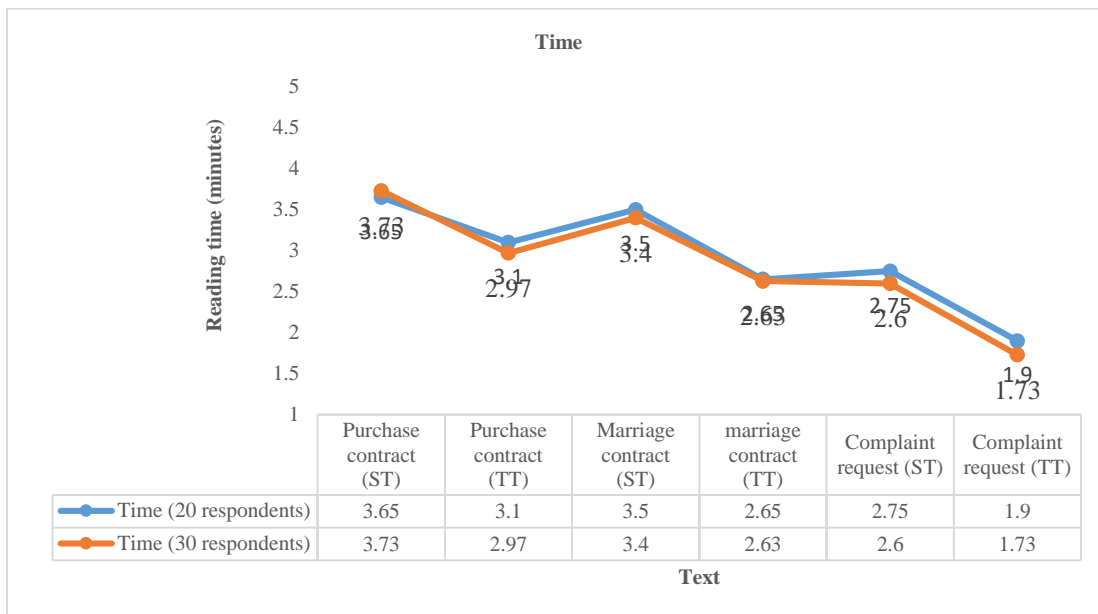


Chart 23 Trends of average reading times of purchase contract, marriage contract, and Complaint request in study 1.

Chart 23 shows the trend line regarding the reading time of the texts. It reveals that the reading time decreased similarly for both 20 respondents and 30 respondents for the intralingual translations of each text. This was coherent with the sampling technique used and it reveals that no more respondents were required in Study 1 because there was no significant variation in the answers.

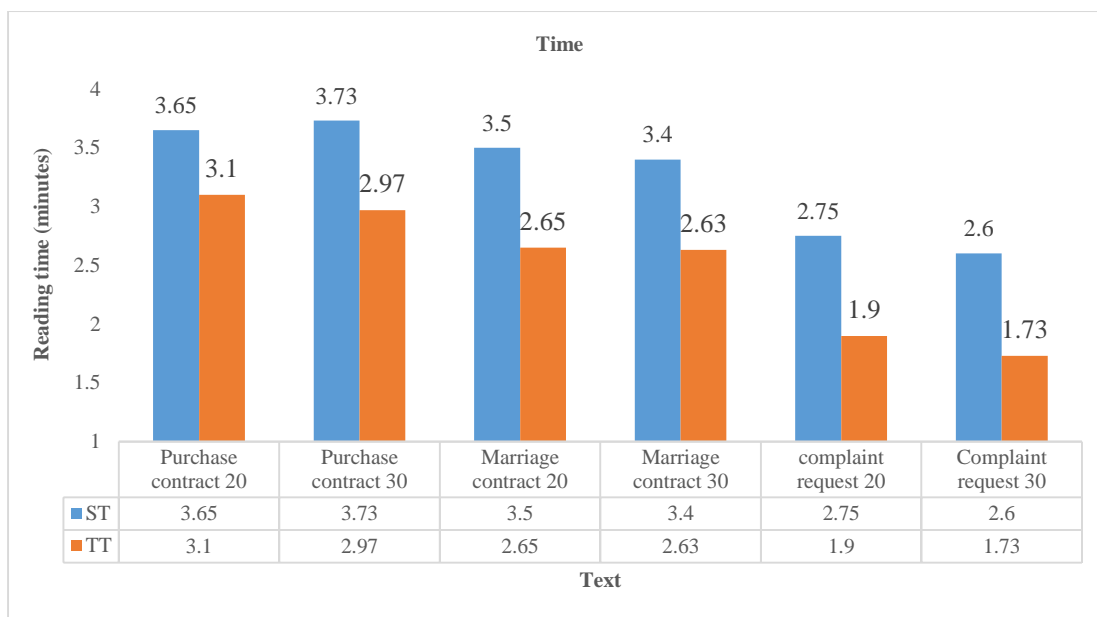


Chart 24 Average reading times of the Purchase contract, Marriage contract, and Complaint request in study 1.

Chart 24 shows that the participants need less time to read intralingually translated versions of the Purchase contract, marriage contract and Complaint request compared to the original versions of the same texts.

The results described in Chart 24 indicate that participants required less time reading intralingual texts compared to their original equivalents. The chart highlights a decrease of 0.76 points in the Purchase contract context, reflecting a substantial 20.37% decrease in the reading time. Regarding the marriage contract context, a decrease of 0.77 points is observed, indicating a 22.64% decrease in reading time. The intralingual version of the Complaint request demonstrated a decrease of 0.87 points, equating to a 33.46% decrease in reading Complaint request.

The observed differences in reading time measurements between the outcomes of Study 1, specifically concerning the Purchase contract and marriage contract contexts, and the results acquired in the pilot study can potentially be ascribed to a group of factors that exerted influence on the observed outcomes. Notably, certain variables, such as the age distribution of participants and textual content, were controlled, thereby minimizing their potential impact. Consequently, an examination of nuanced aspects became pertinent.

It is conceivable that the differential mental dispositions of participants during the two studies could have contributed to the differential reading times observed. In the pilot study, participants were cognizant that their responses would directly inform alterations to the format of the texts, introducing an element of awareness to the process. Furthermore, participants engaged in the pilot study represented the initial group of individuals to be exposed to the experimental protocol, an aspect that might have caused an intensified sense of responsibility and attention to detail. This could possibly have prompted participants in the pilot study to undertake a more meticulous reading approach, resulting in extended reading times especially for the Purchase contract and the Marriage contract.

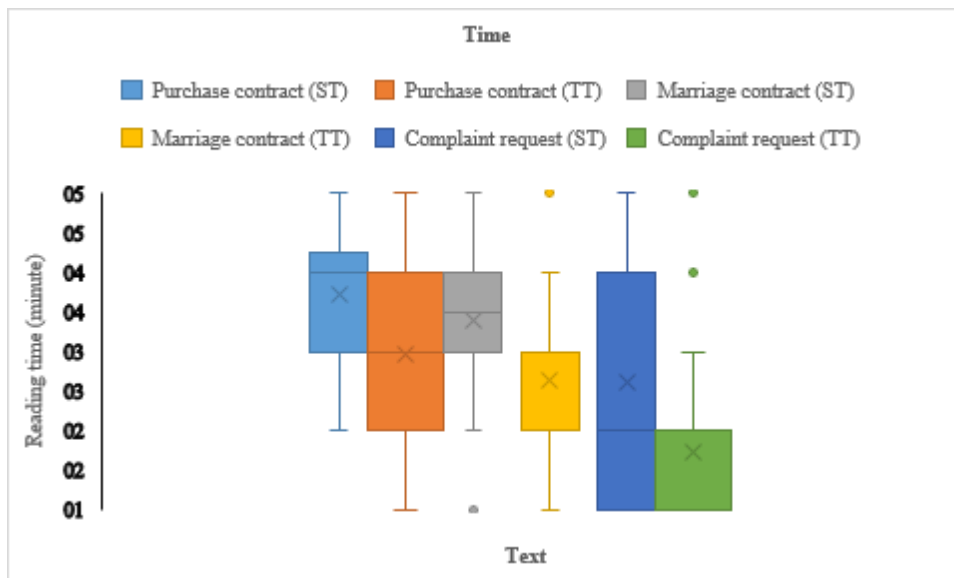


Chart 25 Box plot showing the required time to read texts by 30 participants in Study 1.

According to chart 25, the participants selected from option 2 as the minimum time to read the original version of the Purchase contract to option 5, as the most required time to read it. The average of time to read the text according to the codes was 3.7. The participants chose all options after reading the intralingual translation version which shows the disagreement in their answers, but the required time average to read the text decreased from 3.7 to 3.

Regarding the Marriage contract, in the original version options 2 to 5 were chosen with an average 3.4. There was only one participant who chose option 1 among them. On the other

hand, concerning the intralingual translation of the same text, the minimum time was 1 according to the suggested codes, and the maximum option was 4 with the average 2.6. Among these participants, only one case was a different option, which is option 5. Totally, the reduction of reading time went from 3.4 to 2.6.

Considering the Complaint request, the box plots reveals that the participants chose all options from 1 to 5. Therefore, the least agreement among their answers is observed. The average of their answers was 2.6. On the other hand, the participants chose options 1, 2 and 3 after reading the intralingual version. There were two participants who selected different options: 4 and 5. The average of the answers in this case was 1.7 which is less than the required time to read the original texts.

5.6.3. Time variable in the Repeated Reading Study

At this point of the study, the decision was made to conduct the Repeated Reading Study, as explained in the previous chapter. To control the variable of repeated reading, a control group of 20 participants was asked to read twice only the original, not-simplified version.

The results of the RRS can be seen in charts 26, 27 and 28, one for each text type. This time, the results have been expressed in seconds, to make the comparison easier. As can be seen in the charts, the reduction of time to read the intralingual versions of each text were 1 minute less than the original text for the Purchase contract, and 51 seconds less for the Marriage contract and the Complaint request. This reduction was clearly bigger than the reduction for the repeated reading of the same original texts, which was 12 seconds less for the Purchase contract and the Complaint request and 18 seconds less for the Marriage contract. The difference between the reduction of the reading time due to the repeated reading (12, 18 and 12 seconds) and the reduction of the reading time due to the intralingual translation (30, 51 and 51 seconds) yielded a result of 18, 33 and 39 seconds that could be clearly attributed to the

intralingual translation. This proved that the role of repeated reading could not be ignored, and definitely was a confusion variable, but it was controlled and this data could now be used to correctly analyse the results obtained in the measurement of the reading time dependent variable in both studies 1 and 2.

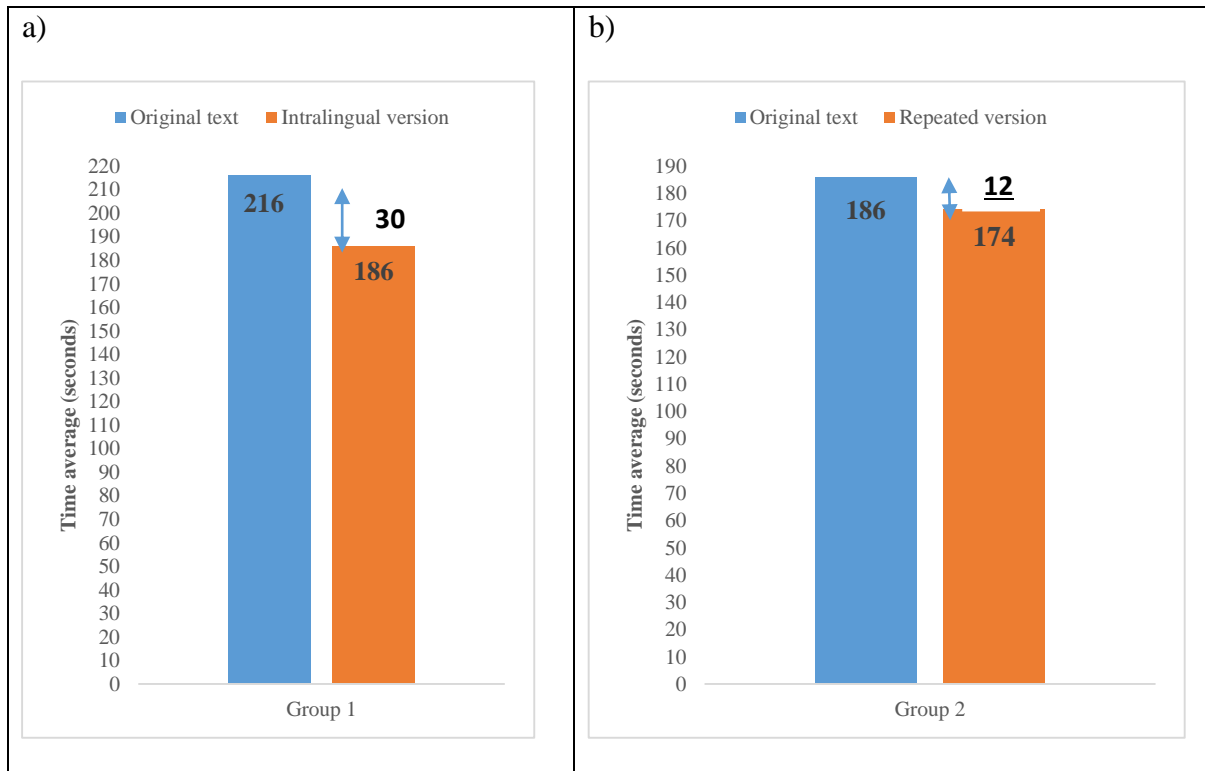


Chart 26 Average required time to read the Purchase contract: (a) The original and intralingual translation version, by 20 participants (Group 1); (b) The original and again the original (repetition) by 20 participants (Group 2).

<i>a)</i>	<i>b)</i>
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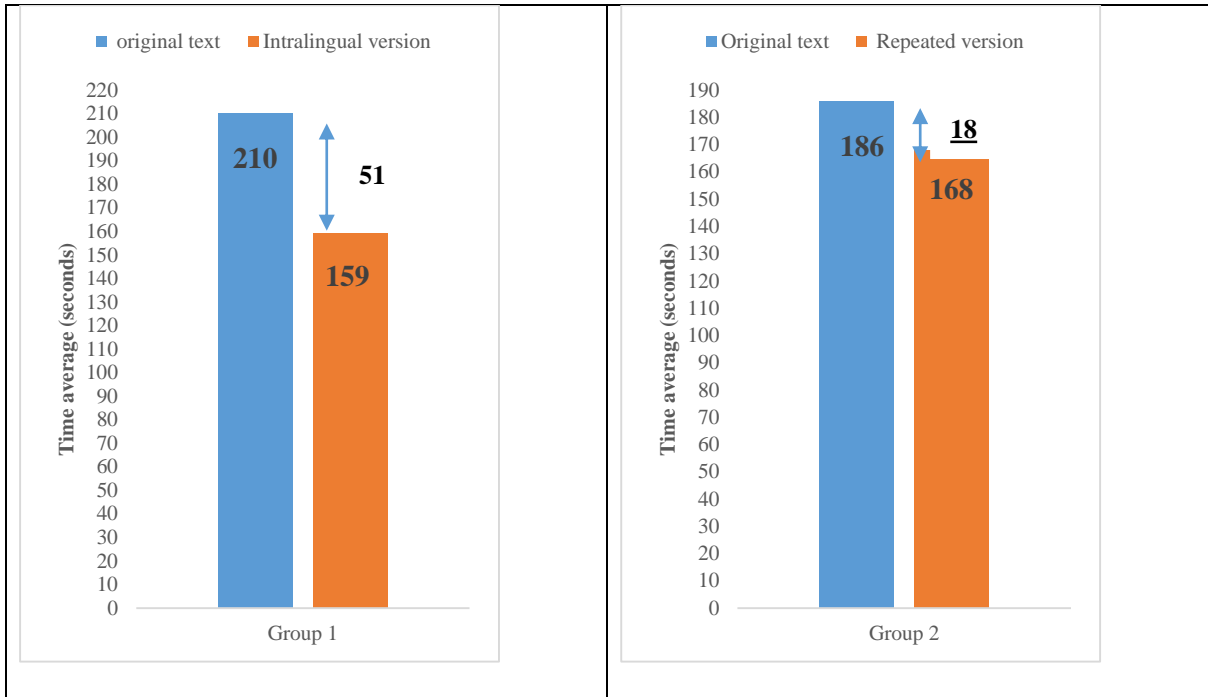


Chart 27 Average required time to read the Marriage contract: (a) The original and intralingual translation version, by 20 participants (Group 1); (b) The original and again the original(repetition) by 20 participants (Group 2).

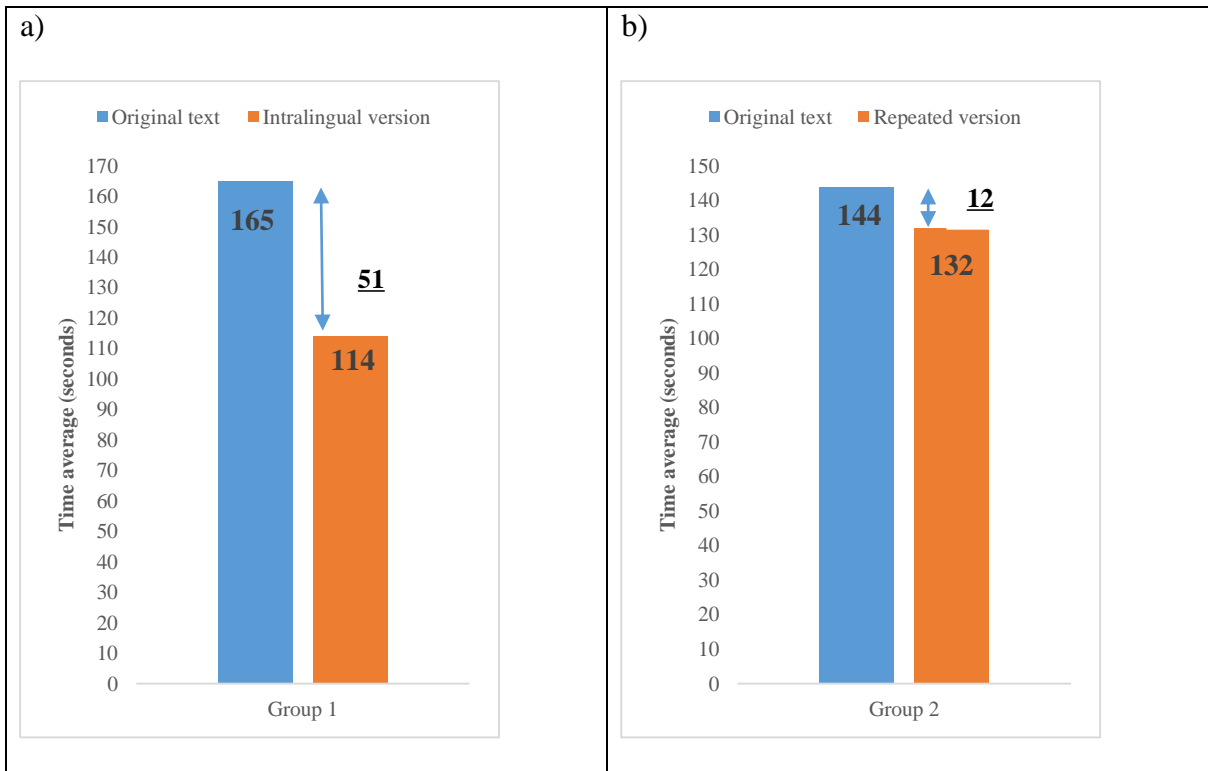


Chart 28 Average required time to read the Complaint request: (a) The original and intralingual translation version, by 20 participants (Group 1); (b) The original and again the original(repetition) by 20 participants (Group 2).

(Group 2).

5.6.3 Time variable is Study 2

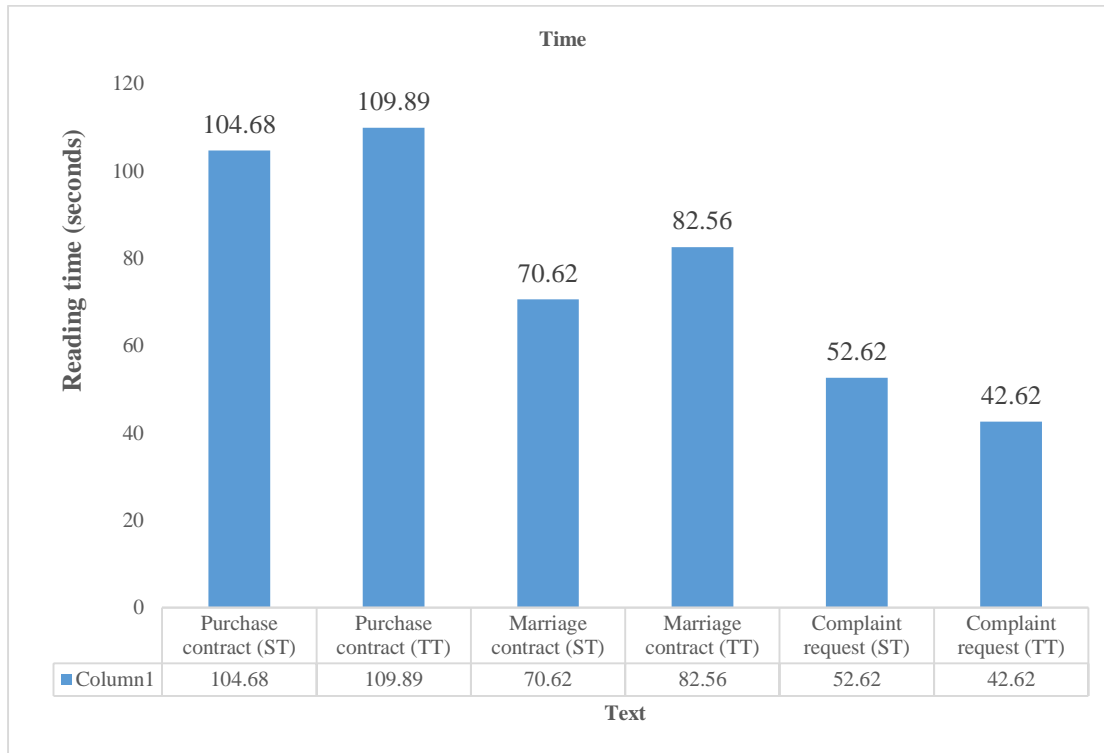


Chart 29 Total reading times of the Purchase contract, Marriage contract, and Complaint request in Study 2.

Study 2 was undertaken following the changes made to the intralingual texts across all three text types. Furthermore, the methodology for calculating the required reading time diverged from that employed in Study 1 and the pilot study. In the context of Study 2, the researcher utilized a stopwatch to exactly measure the time necessitated for reading each text. Consequently, the coding framework delineated in Table 34 was inapplicable in this instance. The findings presented in Chart 29 illuminate that participants exhibited an extended temporal requirement for reading both the original and the intralingual versions of the Purchase contract and the Marriage contract. Notably, with regard to the Purchase contract, the total time that was required by the participants in total manifested a noteworthy increase of average 5.21 seconds, corresponding to a percentage increase of 4.74%. In a parallel manner, the chart shows an increase of an average 11.94 seconds in relation to reading the intralingual version of the

Marriage contract, signifying a 14.46% increase when compared with the original version of the marriage contract.

However, the Complaint request yielded a distinct pattern of behaviour. The intralingual version of the Complaint request produced a total reduction of average 10 seconds in comparison to the time participants used on reading the original version, thus representing a considerable decline of 19% in total.

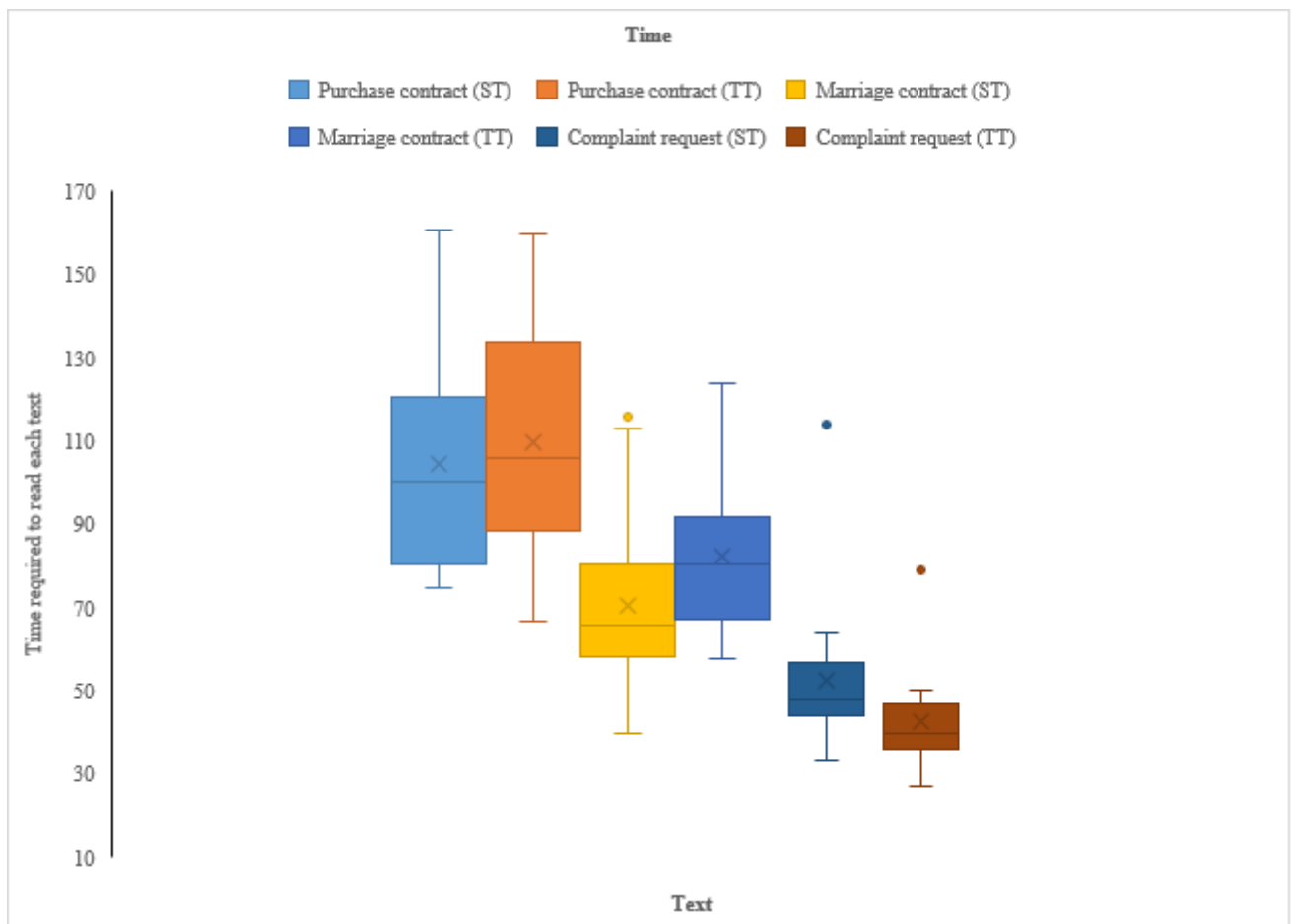


Chart 30 Box plot related to the required time to read texts by 16 participants in study 2.

Chart 30 shows the box plots related to the answers of 16 participants in the Study 2. Regarding this chart, no codes have been considered as the required time to read each text by individual participants have been measured through stopwatch. Therefore, the average of the total time by all participants is presented in each box plot.

Regarding the Purchase contract, the box plots reveal that the minimum has been 75 seconds, the maximum 161 seconds and the average 104 seconds. Regarding the intralingual version of Complaint request, the minimum has been 67 seconds, the maximum 160 and the average 109 seconds. These numbers reveal that the participants have required more time reading the intralingual translation.

Concerning the original version of marriage contract, the minimum is 40 seconds, the maximum 113, and the average is 70 seconds. There is one option that is different from the answers of the rest of the group and is revealed by the point 116 seconds. Regarding the intralingual version of the same text the minimum is 58 seconds, the maximum is 124 and the average is 82.5 seconds which is more than the average of original version.

Regarding the original version of Complaint request, the minimum is 33 seconds, the maximum is 114 and the average is 82.5 seconds. There is one participant whose answers was different, 114 seconds, which shows more time was required by that individual. On the other hand, the minimum required time to read intralingual version of the same text is 27 seconds, the maximum is 50 and the average is 42.64 seconds. Only one case that required a different time that is 79 seconds.

The fact that the respondents required more time to read the intralingually translated versions of the Purchase contract and the Marriage contract can be justified by considering the length of the texts. As Table 28 demonstrated (see chapter 3), the intralingually translated versions of the Purchase contract and the Marriage contract are longer, so it is logical that the time required to read them is longer. The intralingual texts became longer mainly because for some Arabic words a one-line definition was required to make them clear. On the other hand, regarding the Complaint request, the intralingual translation is only a few words longer than the original version, and, in that case, it is observed that the intralingually translated version required less time to be read.

5.6.4 Discussion of the results for the reading time variable and hypothesis

In Study 1, the results indicated that participants generally required less time to read the intralingual versions of the texts compared to the original versions. This decrease in reading time was consistent across the Purchase contract, the Marriage contract, and the Complaint request, and this was quantified using charts and averages.

However, after considering the possible bias in Study 1, Study 2 introduced changes in the intralingual texts and the methodology for measuring the reading time. In this study, the reading time was measured more precisely using a stopwatch. The findings in Study 2 revealed some differences from Study 1. For the Purchase contract and the Marriage contract, participants required more time to read the intralingual versions than in Study 1. This increase in reading time might be attributed to changes in the intralingual texts themselves or to other factors related to the study design, as the participants in Study 2 were monitored by the researcher during reading.

Interestingly, the Complaint request text exhibited a different pattern. In Study 2, participants needed less time to read the intralingual version of the Complaint request, which contrasts with the findings for the other two text types. This suggests that factors beyond text length, such as content complexity and vocabulary, could play a role in participants' reading times.

On the other hand, the Repeated Reading Study conducted to control the variable of repeated reading, with a control group that read the original versions of the texts twice indicated that both the intralingual translations and the repeated readings required less time. However, the intralingual versions took less time to be read and understood than the repeated reading of the same texts.

Table 38 Average of reading time difference for the three intralingual translations across three studies: pilot study, study 1, and study 2.

Text types	Difference in reading times in Pilot study	Difference in reading time in Study 1	Difference in reading time in Study 2
Purchase contract	+ 0.5	-0.76	+5.21
Marriage contract	-0.25	-0.77	+ 11.94
Complaint request	+ 0.25	-0.87	-10

The degree of time required to read the intralingual versions of texts varies significantly across the studies, making it challenging to create a unified trend due to the different measurement scales used. Considering the Purchase contract, in the pilot study and study 1 (using a scale of 1 to 5), there's a mixed trend. The time to read the intralingual version slightly increased by +0.5 in the pilot study but decreased by -0.76 in study 1. However, in study 2, where a stopwatch measured the time, there's a significant reported increase of +5.21 in average reading time. This substantial rise in study 2 suggests that participants took notably longer to read the intralingual version.

Regarding the Marriage contract, similar to the Purchase contract, the time to read the intralingual version fluctuated across the pilot study and study 1. There was a small decrease of -0.25 in the pilot study and a more significant decrease of approximately -0.77 in study 1. In study 2, the reported increase in time using a stopwatch was substantial, around +11.94. This considerable increase indicates a much longer reading time for the intralingual version in Study 2.

Regarding the Complaint request, the time to read the intralingual version showed variation as well. There was a minor increase of +0.25 in the pilot Study, followed by a decrease of approximately -0.87 in Study 1 (using a scale of 1 to 5). In study 2, which measured the time

using a stopwatch, there was a reported decrease in time of around -10. This negative value suggests a substantial reduction in the time required to read the intralingual version in study 2. Given the discrepancies in measurement scales across the studies, creating a unified trend chart representing the time required to read the intralingual versions is challenging. However, it's evident that the reported time to read varied considerably between studies, showcasing inconsistent trends in the time needed to process the intralingual versions of these texts.

It is important to acknowledge that the hypothesis concerning reading time for the intralingual versions of texts has not been validated based on the observed data across the studies. The inconsistency in trends and variations in reported time across different measurement methods necessitates further investigation and exploration.

Several factors might interact with reading time, potentially influencing the variations observed. Variations in the number of words or complexity of the text might influence reading time. Longer or more complicated texts could require more time for comprehension. The presence or absence of the researcher during the reading sessions might affect participants' reading speed. Some participants might feel more pressured or monitored, altering their reading pace. Participants' own perception of time might affect how quickly or slowly they read. If they perceive the task as challenging, they might read more slowly. Participants' familiarity with the content or the subject matter of the text might impact their reading speed. Familiar topics might be processed more quickly. Participants may have had prior experience interacting with these text types, potentially influencing their reading speed. Differences in individual reading strategies and skills could also contribute to variations in reading time. Considering these potential factors, future investigations could involve controlling text length and complexity, exploring the impact of different monitoring conditions, evaluating participants' self-perception of time, and perhaps even assessing individual reading strategies. By delving deeper into these factors, a more comprehensive understanding of the dynamics affecting reading time for

intralingual texts can be attained. This, in turn, might provide more clarity on the observed variations across studies and aid in validating or filtering the initial hypothesis regarding reading time.

5.7 Summary

This chapter has delved into the analysis of data gathered from the four distinct studies conducted with an aim to address the hypotheses posed at the beginning of this research. Focusing on the dependent variables (text comprehension, legal terms comprehension, confidence to sign the documents, and reading time), the chapter has presented the outcomes of these studies in the form of charts and graphics. Some conclusions have also been drawn regarding the validation of some of the hypotheses. Namely, the data obtained in the pilot study and studies 1 and 2 has validated that average Iranian citizens will understand and sign with more confidence every-day legal texts if they are intralingually translated into plain Persian. However, the reading time hypothesis, that posed that average Iranian citizens would take less time to read the intralingual translations of legal texts when translated into plain Persian, has not been validated and it is clear that it needs reformulation and more research because many complex factors are to be considered. The following chapter concludes this comprehensive empirical study, interpreting the findings and offering a holistic perspective on the matter at hand.

Chapter 6: Conclusions

6.1 Overview

This thesis has conducted a research related to the complex world of legal language and its impact on average citizens in Iran. The complexity of legal language, the importance of legal language comprehension for average citizens and the challenges this poses have been discussed. The emergence of plain language movements, such as the "Plain English Movement" and its counterparts in various countries have also been presented. This research has aimed at providing evidence that intralingual translation, simplifying Persian legal documents into plain language, can empower laypeople in understanding and confidently engaging with every-day legal texts, thus reducing the need to rely on legal experts. This concluding chapter discusses the findings regarding the research questions, hypotheses and objectives set at the beginning of the thesis. It also establishes the limitations of the empirical study conducted and the future lines of research, as well as the new questions that have aroused.

6.2 Discussion of hypotheses and objectives

The working hypotheses established in this study were designed to examine the potential benefits of intralingual translation in improving the understanding of legal documents by average citizens in Iran. The empirical investigation carried out through various phases of data collection, analysis, and interpretation consistently supported some of these hypotheses. The hypotheses delved into whether average citizens fully understand commonly used legal texts in Iran, if intralingual translation helps to solve this problem for Iranian citizens, and whether the intralingual translation into plain Persian has a clear impact on Iranian citizens' comprehension of these legal texts.

Hypothesis 1: *Average Iranian citizens will need less time to read commonly used legal*

documents if they are translated into plain Persian.

The results from both Study 1 and Study 2 provide valuable insights into Hypothesis 1. In Study 1, where participants completed the questionnaire online, the findings supported the hypothesis. Participants generally required less time to read the intralingually translated versions of the legal texts compared to the original versions. However, the results from Study 2 introduced some interesting nuances. In the case of the Purchase contract and the Marriage contract, participants in Study 2 needed more time to read the intralingual translation versions. This was probably due to the length of the intralingual versions, which were longer than the original texts. This was caused from the necessity to provide more extensive explanations or definitions for certain legal terms to ensure comprehension. On the other hand, for the Complaint requests, participants in Study 2 required less time to read the intralingually translated versions. This variation in results across different types of legal documents highlights the importance of considering the specific nature and genre of legal texts when simplifying them for the general public. It suggests that while plain language translations can be effective in reducing reading time for some legal documents, they may not have the same impact on all types of legal texts. Further analysis and exploration are needed to understand the factors contributing to these differences in reading times and to refine the approach to plain language translations accordingly.

It must also be mentioned that the identification of a confusion variable (repeated reading) prompted the launch of a repeated reading study, aiming to assess the impact of intralingual translations and the act of repeated reading on reducing the time needed to comprehend legal texts. The results of the repeated reading study revealed fascinating insights. The reading time was reduced both for the intralingually translated versions (as observed in Study 1) and for the repeated reading of the original versions. However, the decrease in time was more significant in intralingual translations than in repeated reading of the same, original texts for the three text

types.

Therefore, the conclusions regarding this hypothesis is that it has not been validated and that deeper, more complex research that considers many other factors would be needed to yield light on the complex dependent variable “reading time”.

Hypothesis 2: *Average Iranian citizens will understand better every-day legal documents if they are translated into plain Persian.*

The data collected from the pilot study, Study 1, and Study 2 all pointed towards the conclusion that intralingual translations significantly improved participants' comprehension of legal texts. This was measured by means of two different variables: text comprehension and legal terms comprehension. The comparison of comprehension scores between the original versions and the intralingual translations for both indicators (text as a whole and legal terms) consistently showed higher levels of understanding for the latter. This supported Hypothesis 2, highlighting that translating legal documents into plain Persian increased the likelihood of average citizens comprehending the content, both of the text as a whole and of the legal terms.

Looking at the average text comprehension increase across the three studies for the three different text types (as shown in Table 32), the Marriage contract consistently showed the highest increase in comprehension across all studies. Additionally, the Purchase contract had a moderate increase in comprehension and the Complaint request exhibited more variability in comprehension increase among the three studies. It displayed a lower increase in Study 1 compared to the Pilot study and Study 2.

Looking at the average term comprehension increase across the three studies for the three different text types (as shown in Table 34) the Marriage contract displayed a notably higher increase in term comprehension in the Pilot study compared to the other text types. However, this high increase wasn't sustained in Study 1, where the comprehension increase was lower.

In Study 2, the Marriage contract again revealed a substantial increase in term comprehension, although slightly lower than the Pilot study. On the other hand, the Purchase contract consistently showed high increases in term comprehension across all three studies. The Complaint request demonstrated more variability in term comprehension increase across the three studies. It had a relatively high increase in the Pilot study and Study 2 but the increase was lower in Study 1. Overall, in terms of term comprehension, the Purchase contract appeared to be more consistently understood by participants, followed by the Marriage contract, with variations across studies, while the Complaint request showed more fluctuation and variability in understanding specific terms within the documents.

All in all, the sustained increase in both text and legal terms comprehension allows us to consider this second hypothesis validated.

Hypothesis 3: *Average Iranian citizens will sign every-day legal documents with more confidence if they are translated into plain Persian.*

The study's investigation into participants' confidence levels in relation to signing the legal texts also validated Hypothesis 3. The data collected across the various studies consistently showed that intralingual translations led to increased confidence to sign the documents among participants. The upward trend in confidence scores when engaging with plain language texts supports the positive impact of intralingual translation on participants' comfort and assurance in signing these legal documents. Looking at the average confidence increase across the three studies for the three different text types (as shown in Table 36) the Marriage contract exhibited a very high increase in confidence levels among participants in the Pilot study compared to the other text types. However, in Study 1 and Study 2, the confidence increase in the Marriage contract was relatively lower compared to the Pilot study. The Purchase contract showed a steady increase in confidence across all three studies, indicating that participants became more

confident in understanding this type of document consistently throughout the research phases. Conversely, the Complaint request demonstrated variability in confidence increase across the studies. While it had a moderate increase in confidence in the Pilot study, there was a substantial drop in the increase of the confidence level in Study 1, followed by a slight increase in Study 2. Overall, participants appeared to be more consistently confident in signing the Purchase contract, followed by the Marriage contract, with some fluctuations across studies, while the Confidence request elicited more variability in participant confidence levels across the different studies.

The consistent upward trend in confidence scores indicated a positive impact on participants' comfort and assurance in signing everyday legal documents. This heightened confidence could be directly attributed to the improved understanding facilitated by the plain language translations, as individuals feel more equipped and empowered to comprehend and interact with the content, thereby instilling greater confidence in their ability to interpret and make informed decisions regarding these documents.

Regarding the correlation between Hypotheses 2 and 3, a clear connection can be noticed, and it is only logical, since enhanced understanding of a legal document should subsequently increase the participants' confidence in signing this document.

Objectives

Regarding the objectives of the study, they have been systematically addressed and successfully achieved through a rigorous research process:

1. Establishing a theoretical framework: The first objective of the study was to establish a theoretical framework by exploring relevant literature. This objective was achieved in chapters one and two, through an extensive review of literature on intralingual translation, plain

language movements worldwide, legal translation, and the key challenges within legal documents. This literature review provided the necessary foundation for the subsequent phases of the research.

2. Designing an empirical study: The second objective involved designing an empirical study to test the hypotheses and selecting an appropriate methodology. This objective was further divided into sub-objectives, each of which was accomplished:

a. Operationalization of the construct: The construct was operationalized into dependent variables and indicators that could be measured. This included defining the key variables, such as reading time, comprehension levels, and confidence in signing (see chapter 4.2.).

b. Designing an experiment: The research design chosen was an experimental one, carefully considering the role of different variables, including independent, dependent, and confusion variables. This ensured that the study could effectively investigate the impact of intralingual translation (see chapter 4.2.1.).

c. Creating and piloting a measuring instrument: A questionnaire was developed as the measuring instrument and rigorously piloted to ensure its clarity, usability, and effectiveness in collecting relevant data (see chapter 4.6.3.).

d. Defining the universe and population: The study defined the universe as average Iranian citizens dealing with legal documents. A sampling method was chosen to select a representative sample from this population (see chapter 4.3.).

e. Finding the subjects for the study: Participants for both Study 1 (online) and Study 2 (face-to-face) were identified and included in the research (see chapter 4.4.).

3. Carrying out the empirical study: The third objective involved conducting the empirical study itself. This phase comprised data collection from participants through the administered questionnaire, focusing on reading time, text and legal terms comprehension, and confidence to sign levels (see chapter 4.5.).

4. Analysing the data obtained: The collected data was analysed systematically, comparing responses between the original legal texts and the intralingually translated versions. Statistical analysis and interpretation of the results were carried out to assess the impact of intralingual translation (see chapter 5).

5. Discussing the results: The research findings were comprehensively discussed, addressing variations in reading times and comprehension levels across the different types of legal documents. The nuances in results from Study 2 were explored, highlighting the importance of considering document complexity in translation efforts (see chapter 5).

6. Drawing conclusions: Based on the analysis and discussion, the study drew conclusions regarding the effectiveness of intralingual translation in improving the comprehensibility and confidence levels of average Iranian citizens when dealing with legal texts (present chapter).

In summary, the study systematically achieved its objectives, from establishing the theoretical framework to conducting the empirical research, analysing data, and ultimately drawing meaningful conclusions regarding the impact of intralingual translation of Persian every-day legal documents on average citizens in Iran.

The overall conclusion of the empirical study points to the fact that intralingual translation of legal texts in Persian has a clear impact to increase comprehensibility and confidence to sign every-day legal documents on average Iranian citizens. It would be very interesting to be able to replicate these studies in other languages and with other text types, to see if this conclusion could be further generalized.

6.3 Limitations of the study

Several limitations affected the scope and implementation of this study regarding the impact of intralingual translation on Persian legal texts. Firstly, working with participants who were

not familiar with technology and required assistance to complete Google Forms introduced logistical challenges. Some participants needed additional help or were finally replaced by other participants with the same features. Moreover, the study faced limitations in terms of sample size due to time constraints during the data collection phase, especially when conducting face-to-face meetings in Iran during a brief summer vacation period. This constraint resulted in a smaller pool of 16 participants for Study 2. Additionally, the preparation of the corpora posed difficulties, as access to authentic legal texts was limited. To address this constraint, a collaborative effort was necessary to compile the necessary samples, resulting in a final corpus that may not fully represent the diversity of legal documents.

Finally, a series of factors contributed to not being able to validate the first hypothesis and to not be able to research deep enough in the measurement of the dependent variable “reading time”. This was due to not detecting the confusion variable of repeated reading at the very beginning of the research, and also to start by measuring the reading time with a questionnaire in which participants self-assessed the reading times. The fact that the final intralingual translations of two of the three text types were considerably longer than the original texts also played an important role in this limitation of the study.

6.4 Future lines of research and new research questions

Future research could explore the applicability of intralingual translation beyond Persian, assessing its effectiveness in diverse linguistic environments. This would involve conducting similar studies across languages to gauge the generalizability of findings and pinpoint language-specific challenges. Furthermore, investigations could delve into how intralingual translation benefit different legal text types, such as contracts, court rulings, and government regulations, discerning if certain texts gain more from simplification and identifying linguistic complexities that pose challenges for average citizens. Long-term studies could also assess if

the increased comprehension and confidence levels resulting from intralingual translation have a lasting impact on individuals' interactions with legal documents. Additionally, the development and evaluation of digital tools for intralingual translation could enhance accessibility and cost-effectiveness. Comparative analysis of international plain language movements could also be very interesting, illuminating strategies and best practices for promoting legal clarity and accessibility.

Another interesting question that emerged during this research is related to one of the text types that is almost unique to Iranian culture: The Marriage contract. From the social, anthropological and genre studies, it would be very interesting to conduct a study to determine how many women sign Marriage in Iran contracts without being fully aware of what they are agreeing to, and to research on the potential effects of intralingual translation of this specific text type for them.

These future research directions and questions could help expand the understanding of intralingual translation's impact on legal comprehension and its potential applications in different linguistic and legal contexts. Additionally, they could contribute to the ongoing efforts to enhance legal literacy and access to justice for average citizens.

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Appendixes

1. Lawyers' questionnaire (Persian)

4/14/2021

پرسشنامه وکلا

پرسشنامه وکلا

• هدف از انجام این پژوهش مشخص کردن علل عمده مراجعه موکلین به وکلا در ایران می باشد.

• پاسخگویی شما به پرسش های پیش رو من را در انجام این پژوهش یاری می رساند.

• (مدت زمان حدودی برای پاسخگویی به سوالات این پرسشنامه 5 دقیقه پیش بینی شده است)

• نحوه ی تکمیل:

لطفاً پس از خواندن دقیق دسته بندی ارائه شده، سه علت عمده مراجعه موکلین خود را انتخاب کنید.

• لازم به ذکر است که پاسخ های شما، کاملاً محرمانه باقی خواهند ماند و نتایج پژوهش به صورت کلی بدون نام و غیر قابل شناسایی منتشر می شود.

• از اینکه وقت با ارزش خود را در اختیار من گذاشته اید و نظرات خود را بیان می دارید سپاسگزارم.

• اگر مایل به کسب اطلاعات بیشتری هستید، حتماً و لطفاً با من تماس بگیرید.

راه ارتباط:

m.dehghanzadeh89@yahoo.com

*Required

بخش اصلی

4/14/2021

پرسشنامه وکلا

1. * لطفا حتما و فقط سه گزینه که بیانگر علت مراجعه ی موکلین به شما، به عنوان وکیل می باشد را انتخاب کنید

Tick all that apply.

- قطعه نامه ها
- اساسنامه
- دستورات اجرایی
- قوانین
- شکایت، پاسخ، جریانات، دستورات
- خلاصه دعوی
- استناد به اسناد
- دستور العمل هیئت منصفه
- نظرات قضایی
- قراردادهای مالی مصرف کننده
- قرارداد بیمه
- ساخت و ساز، کالاها، خدمات و قرارداد کار
- قرارداد سرمایه گذاری
- قرارداد خرید و فروش
- اسناد و مدارک حقوقی
- اجاره نامه
- قرارداد زمین
- اسکناس و امها
- وکالت بلاعزل
- وصیت نامه ها و امانت ها
- عقود و ایقاد

Skip to section 3 (بخش پایانی)

بخش پایانی

از همکاری شما صمیمانه سپاسگزارم

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2. Lawyers' questionnaire (English)

4/14/2021

Lawyers' questionnaire

Lawyers' questionnaire

The purpose of this study is to determine the main reasons for clients to refer to lawyers in Iran.

Your answers to the following questions will help me in doing this research.

(Approximate time for answering the questions of this questionnaire is 5 minutes)

Procedure:

After carefully reading the category provided, please select the three main reasons that your clients refer to you as their lawyers.

It should be noted that your answers will remain completely confidential and the research results will be published anonymously and unidentifiable.

Thank you for your valuable time and expressing your views.

If you want to get more information, be sure to contact me.

Way of communication:

m.deghanzadeh89@yahoo.com

*Required

4/14/2021

Lawyers' questionnaire

1. Main Part *

Please choose only three options that indicate the reason for the client to refer to you as a lawyer.

Tick all that apply.

- Resolutions
- Statutes
- Executive orders
- Rules
- Complaints, answers, motions, ordersption
- Briefs
- Affidavits
- Jury instructions
- Judicial options
- Consumer-finance contracts
- Insurance contracts
- Construction, goods, services, and employment contracts, Investment contracts
- Investment contracts
- Listing and purchasing agreements
- Deeds and easements
- Lease
- Land contracts
- Notes and mortgages
- Durable powers of attorney
- Wills and trusts
- Marriage conditions

Final part

Thank you very much for your cooperation.

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Google Forms

3. Questionnaire (Repeated reading study) (Persian)

5/19/22, 12:36 PM

تأثیر ساده نویسی متون حقوقی در فهمیدن آنها

تأثیر ساده نویسی متون حقوقی در فهمیدن آنها

شرکت کننده عزیز ،

مشارکت شما در این مطالعه و پاسخهای شما به سوالات به محقق کمک می کند تا در مورد "تأثیر ترجمه درون زبانی بر قابل فهم بودن متن حقوقی" به یک نتیجه ی مناسب و کاربردی برسند. خواهشمند است در پاسخ دادن به سوالات نهایت دقت را بکار برده و با حوصله مناسب ترین گزینه را انتخاب کنید. این مطالعه به دنبال تأثیر ترجمه درون زبانی بر درک کارشناسان غیر حقوقی از متون حقوقی است. مطمئن باشید که پاسخ های شما ناشناس خواهد بود و فقط برای اهداف تحقیق علمی استفاده می شود.

از مشارکت شما بسیار سپاسگزارم.

*Required

مشارکت شما شامل موارد زیر است:

1. پاسخ دادن به پنج سوال مربوط به مشخصات فردی شما .
2. پر کردن پرسشنامه مربوط به اسناد حقوقی که در بخشهای بعدی مشاهده خواهید کرد و در هر سوال فقط و فقط یک گزینه را باید انتخاب کنید.

خطرات و مزایا

خطرات پیش بینی شده برای شرکت در این مطالعه یا انصراف از آن برای شما پیش بینی نشده است و هیچ نفع مستقیمی برای شما به عنوان یک شرکت کننده وجود ندارد.

محرمات بودن

اطلاعات جمع آوری شده کاملاً محرمانه است. همه شرکت کنندگان ناشناس خواهند بود و در انتشار نتایج بعدی قابل شناسایی نخواهند بود. نام شما وارد نشده است و به جز محقق هیچ کس دیگری به اطلاعات دسترسی نخواهد داشت. مشارکت شما فقط برای اهداف علمی استفاده خواهد شد.

روش

مشارکت داوطلبانه

شرکت شما در این مطالعه کاملاً داوطلبانه است. مشارکت در این تحقیق کاملاً به انتخاب شما بستگی دارد. در صورت انتخاب شرکت ، هر زمان که خواهید می توانید بدون توضیح و بدون عواقب ، مشارکت خود را پس بگیرید.

درخواست اطلاعات بیشتر

در هر زمان می توانید هرگونه سوالی راجع به پرسشنامه و تحقیق بپرسید و یا اطلاعات بیشتری راجع به مطالعه تحقیقاتی درخواست کنید.

راه تماس با محقق:

m.dehghanzadeh89@yahoo.com

مریم دهقان زاده

اطلاعات شخصی

نام خود را بنویسید و سپس در قسمت های بعدی گزینه صحیح مربوط به اطلاعات شخصی خود را علامت بزنید

1. * نام و نام خانوادگی

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تأثیر ساده نویسی متون حقوقی در فهمیدن آنها

2. جنسیت *

Tick all that apply.

- مرد
 زن

3. سن *

Tick all that apply.

- 18-30
 30-40
 40-50
 50-60

4. موقعیت شغلی *

Tick all that apply.

- دانش آموز
 بیکار و به دنبال کار هستم
 بیکار ولی در حال حاضر دنبال کار نیستم
 (صاحب کسب و کار خویش هستم (بدین منظور که افرادی به عنوان کارگر/کارمند برای من کار میکنند)
 شغل آزاد
 معلم مدرسه
 استاد دانشگاه
 کارمند یک ارگان رسمی
 خانه دار
 سایر مشاغل

5. *پیشینه ی تحصیلی

Tick all that apply.

- مدرسه را تمام نکرده ام
- دبیرستان رفته ام ولی دیپلم نگرفته ام
- دیپلم
- دانشجوی لیسانس
- دارای مدرک لیسانس
- دانشجوی ارشد
- دارای مدرک ارشد
- دانشجوی مقطع دکتری
- دارای مدرک دکتری

متن
الف
(:))

قرارداد خرید و فروش یک آپارتمان

الف) طرفین قرارداد

فروشنده

خریدار

ب) موضوع قرارداد و مشخصات ملک

بیع تناسی 6 دانگ یک دستگاه آپارتمان دارای پلاک ثبتی 543 فرعی از 2 اصلی به مساحت اعیانی 250 مترمربع و به صورت 3 خوابه و مساحت عرصه متر به نشانی محل وقوع ملک کرمان، خیابان نشاط و با جمیع توابع شرعی و لواحق عرفیه آن بدون استثنا عرصتاً و اعیاناً به انضمام برق و آب و گاز شهری و یک رشته تلفن و دارای پایان کار ساختمان شماره 7785 مورخ 02/02/1395 صادره از سوی شهرداری منطقه یک می باشد.

ج) شرایط

در صورتی که فروشنده در حین مدت یا بعد از ایفای خیار شرط، تمامت ثمن معامله را به صندوق ثبت سپرده باشد حق دارد با ارائه ی - قبض سپرده مربوطه راساً نسبت به فسخ و القای این معامله اقدام نماید.

فروشنده مکلف است هزینه های قانونی از جمله حق مرعوبیت، پذیره، حق مشرفیت عوارض، دیون به اشخاص ثالث و فک - رهن را بپردازد.

چنانچه خریدار به هرنحوی از انحاء از انجام معامله استنکاف ورزد موظف به پرداخت وجه الالتزام 10 میلیون ریال می باشد - که باید به طرف مقابل پرداخت گردد.

در صورتیکه معلوم گردد مورد معامله به جهت قوه قاهره قابلیت انتقال نداشته و این عامل مربوط به زمان انعقاد قرارداد باشد - قرارداد باطل است و فروشنده موظف است مبلغ دریافتی را به منتقل الیه مسترد کند.

کلیه اختیارات ولو اختیار عین به استثناء اختیار تدلیس از طرفین ساقط گردید -

6. * چقدر وقت برای خواندن متن حقوقی نیاز داشتید؟ 1.

Tick all that apply.

- کمتر از یک دقیقه
 یک دقیقه
 دقیقه 1-2
 دقیقه 2-3
 بیشتر از 3 دقیقه

7. * چند درصد از متن را فهمیدید؟ 2.

Tick all that apply.

- تقریبا هیچی
 کمتر از 50% متن
 متن 50%
 بیشتر از 50% متن
 تقریبا کل متن

8. * آیا معنی تمام اصطلاحات موجود در اسناد را متوجه شدید؟ 3.

Tick all that apply.

- بله، همه ی کلمات را متوجه شدم
 بله، به جز 1-2 کلمه
 بله، به جز 2-3 کلمه
 بله، به جز 3-4 کلمه
 بیشتر از 5 کلمه متوجه نشدم

9. * آیا پس از خواندن متن، میتوانید آن را با اطمینان خاطر که متن را کاملا متوجه شده اید امضا کنید؟

Tick all that apply.

- بله
 بله، با کمی شک
 خیر

متن
الف
2))

قرارداد خرید و فروش یک باب آپارتمان
الف) طرفین قرارداد
فروشنده
خریدار

ب) موضوع قرارداد و مشخصات ملک
بیع تمامی 6 دانگ یک دمنگاه آپارتمان دارای پلاک ثبتی 543 فرعی از 2 اصلی به مساحت
اعیانی 250 مترمربع و به صورت 3 خوابه و مساحت عرصه متر به نشانی محل وقوع ملک کرمان، خیابان نشاط
و با جمیع توابع شرعی و لواحق عرفیه آن بدون استثنا عرصتاً و اعیاناً به انضمام برق و آب و گاز شهری و یک رشته تلفن و دارای
پایان کار ساختمان شماره 7785 مورخ 02/02/1395 صادره از سوی شهرداری منطقه یک می باشد

ج) شرایط
در صورتی که فروشنده در حین مدت یا بعد از ایفای خیار شرط، تسامت ثمن معامله را به صندوق ثبت سپرده باشد حق دارد با ارائه ی -
قبض سپرده مربوطه رامنا نسبت به فسخ و القای این معامله اقدام نماید

فروشنده مکلف است هزینه های قانونی از جمله حق مرعوبیت، پذیره، حق مشرفیت عوارض، دیون به اشخاص ثالث و فک -
رهن را بپردازد

چنانچه خریدار به هرنحوی از انحاء از انجام معامله استتکاف ورزد موظف به پرداخت وجه الالتزام 10 میلیون ریال می باشد -
که باید به طرف مقابل پرداخت گردد

در صورتیکه معلوم گردد مورد معامله به جهت قوه قاهره قابلیت انتقال نداشته و این عامل مربوط به زمان انعقاد قرارداد باشد . -
قرارداد باطل است و فروشنده موظف است مبلغ دریافتی را به منتقل الیه مسترد کند

کلیه اختیارات ولو اختیار عین به استثناء اختیار تدلیس از طرفین ساقط گردید -

10. * چقدر وقت برای خواندن متن حقوقی نیاز داشتید؟ 1.

Tick all that apply.

- کمتر از 1 دقیقه
 دقیقه 1
 دقیقه 1-2
 دقیقه 2-3
 بیشتر از 3 دقیقه

11. * چند درصد از متن را فهمیدید؟ 2.

Tick all that apply.

- تقریباً هیچی
 کمتر از 50% متن
 متن 50%
 بیشتر از 50% متن
 تقریباً کل متن

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تأثیر ساده نویسی متون حقوقی در فهمیدن آنها

12. * آیا معنی تمام اصطلاحات موجود در اسناد را متوجه شدید؟ 3.

Tick all that apply.

- بله، همه ی کلمات را متوجه شدم
- بله، به جز 1-2 کلمه
- بله، به جز 2-3 کلمه
- بله، به جز 3-4 کلمه
- بیشتر از 5 کلمه متوجه نشدم

13. * آیا پس از خواندن متن، میتوانید آن را با اطمینان خاطر که متن را کاملا متوجه شده اید امضا کنید؟ 4.

Tick all that apply.

- بله
- بله، با کمی شک
- خیر

(متن الف (2و1)

14. * لطفا در این قسمت گزینه ای که متوجه نمی شوید را علامت بزنید.

Tick all that apply.

- فک رهن
- قوه قاهره
- از بین بردن رهن
- وجود یک عامل طبیعی غیر قابل پیش بینی
- همه ی گزینه ها را متوجه شدم

متن
ب
1))

شروط ضمن عقد

1. استنکاف شوهر از دادن نفقه زن به مدت شش ماه به هر عنوان و عدم امکان الزام او به تأیید نفقه و همچنین در موردی که شوهر منایر 1. حقوق واجبه زن را به مدت شش ماه وفا نکند و اجباراً ایفا هم ممکن نباشد.
2. زوج، زوجه را در ادامه تحصیل تا هر مرحله که زوجه لازم بداند و در هر کجا که شرایط ایجاب نماید مخیر می سازد.
3. زوج به زوجه وکالت بلاعزل با حق توکیل به غیر می دهد تا زوجه در هر زمان و تحت هر شرایطی از جانب زوج اقدام به مطلقه نمودن خود از قید زوجیت زوج به هر قسم طلاق، اعم از بائن و رجعی و خلع یا مبارات، به هر طریقی اعم از اینکه اخذ یا بذل مهریه کند.
4. در صورتی که دوام زوجیت موجب عسر و حرج زوجه باشد، وی می تواند به حاکم شرع مراجعه و تقاضای طلاق کند. چنانچه عسر و حرج در محکمه ثابت شود، دادگاه می تواند زوج را اجبار به طلاق نماید و در صورتی که اجبار میسر نباشد، زوجه به آن حاکم شرع طلاق داده می شود.

15. * چقدر وقت برای خواندن متن حقوقی نیاز داشتید؟ 1.

Tick all that apply.

- کمتر از 1 دقیقه
- دقیقه 1
- دقیقه 1-2
- دقیقه 2-3
- بیشتر از 3 دقیقه

16. * چند درصد از متن را فهمیدید؟ 2.

Tick all that apply.

- تقریباً هیچی
- کمتر از 50% متن
- 50% متن
- بیشتر از 50% متن
- تقریباً کل متن

17. * آیا معنی تمام اصطلاحات موجود در اسناد را متوجه شدید؟ 3.

Tick all that apply.

- بله، همه ی کلمات را متوجه شدم
- بله، به جز 1-2 کلمه
- بله، به جز 2-3 کلمه
- بله، به جز 3-4 کلمه
- بیشتر از 5 کلمه متوجه نشدم

18. * آیا پس از خواندن متن، میتوانید آن را با اطمینان خاطر که متن را کاملا متوجه شده اید امضا کنید؟ 4.

Tick all that apply.

- بله
- بله، با کمی شک
- خیر

متن
ب
2))

شروط ضمن عقد

استنکاف شوهر از دادن نفقه زن به مدت شش ماه به هر عنوان و عدم امکان الزام او به تائید نفقه و همچنین در موردی که شوهر منایر 1. حقوق واجبه زن را به مدت شش ماه وفا نکند و اجبارا ایفا هم ممکن نباشد

2. زوج، زوجه را در ادامه تحصیل تا هر مرحله که زوجه لازم بداند و در هر کجا که شرایط ایجاب نماید مخیر می سازد.

زوج به زوجه وکالت بلاعزل با حق توکیل به غیر می دهد تا زوجه در هر زمان و تحت هر شرایطی از جانب زوج اقدام به مطلقه 3. نمودن خود از قید زوجیت زوج به هر قسم طلاق، اعم از بائن و رجعی و خلع یا مبارات. به هر طریق اعم از اینکه اخذ یا بذل مهریه کند

در صورتی که دوام زوجیت موجب عسر و حرج زوجه باشد، وی میتواند به حاکم شرع مراجعه و تقاضای طلاق کند. چنانچه عسر و 4. حرج در محکمه ثابت شود، دادگاه میتواند زوج را اجبار به طلاق نماید و در صورتی که اجبار میسر نباشد، زوجه به اذن حاکم شرع طلاق داده میشود.

19. * چقدر وقت برای خواندن متن حقوقی نیاز داشتید؟ 1.

Tick all that apply.

- کمتر از 1 دقیقه
- دقیقه 1
- دقیقه 1-2
- دقیقه 2-3
- بیشتر از 3 دقیقه

20. * چند درصد از متن را فهمیدید؟ 2.

Tick all that apply.

- تقریبا هیچی
- کمتر از 50% متن
- متن 50%
- بیشتر از 50% متن
- تقریبا کل متن

21. * آیا معنی تمام اصطلاحات موجود در اسناد را متوجه شدید؟ 3.

Tick all that apply.

- بله، همه کلمات را متوجه شدم
- بله، به جز 1-2 کلمه
- بله، به جز 2-3 کلمه
- بله، به جز 3-4 کلمه
- بیشتر از 5 کلمه متوجه نشدم

22. * آیا پس از خواندن متن، میتوانید آن را با اطمینان خاطر که متن را کاملا متوجه شده اید امضا کنید؟ 4.

Tick all that apply.

- بله
- بله، با اندکی شک
- خیر

(متن ب) 2و

23. * لطفاً در این قسمت گزینه‌ای که متوجه نمی‌شوید را علامت بزنید.

Tick all that apply.

- وکالت بلاعزل
 حق توکیل به غیر
 وکالتی که غیر قابل ازبین رفتن است
 حق گرفتن وکیل غیر از خود زن
 همه‌ی گزینه‌ها را متوجه شدم

متن
پ
1))

شکایتنامه
 احتراماً، به امتحضار عالی می‌رساند
 در مورخ 02/05/1398 رأس ساعت 9:30 صبح مشتکی عنه به اتفاق یکی از بستگان خود به درب منزل مسکونی اینجانب
 مراجعه کرده و بعد از مواجهه با توسل به زور مبادرت به ورود غیر قانونی به منزل و سپس ایراد صدمه عمدی نمودند
 .لازم به ذکر است که ، فرد مشتکی عنه دارای قرابت سببی می‌باشد
 اکنون که چند ماه است که دخترم بنا بر سوء رفتار و ایراد صدمه عمدی ایشان اقامتگاه زوج را ترک و به منزل من مراجعت نموده ،
 نامبرده به قصد ضربه زدن و انتقام‌گیری اعمال نامشروع فوق را مرتکب گردیده اند
 لذا ، نظر به مراتب یاد شده ، تقاضای رسیدگی ، تعقیب و مجازات نامبرده به اتهام ورود به عتف و ایراد صدمه عمدی و عنداللزوم انجام
 تحقیقات محلی را دارم

24. * چقدر وقت برای خواندن متن حقوقی نیاز داشتید؟ 1.

Tick all that apply.

- کمتر از 1 دقیقه
 دقیقه 1
 دقیقه 1-2
 دقیقه 2-3
 بیشتر از 3 دقیقه

25. * چند درصد از متن را فهمیدید؟ 2.

Tick all that apply.

- تقریباً هیچی
 کمتر از 50% متن
 متن 50%
 بیشتر از 50% متن
 تقریباً کل متن

26. * آیا معنی تمام اصطلاحات موجود در اسناد را متوجه شدید؟ 3.

Tick all that apply.

- بله، همه ی کلمات را متوجه شدم
- بله، به جز 1-2 کلمه
- بله، به جز 2-3 کلمه
- بله، به جز 3-4 کلمه
- بیشتر از 5 کلمه متوجه نشدم

27. * آیا پس از خواندن متن، میتوانید آن را با اطمینان خاطر که متن را کاملا متوجه شده اید امضا کنید؟ 4.

Tick all that apply.

- بله
- بله، با کمی شک
- خیر

متن
پ
2))

شکایتنامه

:احتراما، به استحضار عالی می رساند

در مورخ 02/05/1398 رأس ساعت 9:30 صبح مشتکی عنه به اتفاق یکی از بستگان خود به درب منزل مسکونی اینجانب مراجعه کرده و بعد از مواجهه با تومل به زور مبادرت به ورود غیر قانونی به منزل و سپس ایراد صدمه عمدی نمودند.

لازم به ذکر است که ، فرد مشتکی عنه دارای قرابت سببی می باشد

اکنون که چند ماه است که دخترم بنا بر سوء رفتار و ایراد صدمه عمدی ایشان اقامتگاه زوج را ترک و به منزل من مراجعت نموده ، نامبرده به قصد ضربه زدن و انتقام گیری اعمال نامشروع فوق را مرتکب گردیده اند

لذا ، نظر به مراتب یاد شده ، تقاضای رسیدگی ، تعقیب و مجازات نامبرده به اتهام ورود به عتف و ایراد صدمه عمدی و عنداللزوم انجام تحقیقات محلی را دارم

28. * چقدر وقت برای خواندن متن حقوقی نیاز داشتید؟ 1.

Tick all that apply.

- کمتر از 1 دقیقه
- دقیقه 1
- دقیقه 1-2
- دقیقه 2-3
- بیشتر از 3 دقیقه

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تأثیر ساده نویسی متون حقوقی در فهمیدن آنها

29. * چند درصد از متن را فهمیدید؟ 2.

Tick all that apply.

- تقریبا هیچی
- کمتر از 50% متن
- متن 50%
- بیشتر از 50% متن
- تقریبا کل متن

30. * آیا معنی تمام اصطلاحات موجود در اسناد را متوجه شدید؟ 3.

Tick all that apply.

- بله، همه ی کلمات را متوجه شدم
- بله، به جز 1-2 کلمه
- بله، به جز 2-3 کلمه
- بله، به جز 3-4 کلمه
- بیشتر از 5 کلمه متوجه نشدم

31. * آیا پس از خواندن متن، میتوانید آن را با اطمینان خاطر که متن را کاملا متوجه شده اید امضا کنید؟ 4.

Tick all that apply.

- بله
- بله، با کمی شک
- خیر

(متن پ 2.01)

32. * لطفاً در این قسمت گزینه ای که متوجه نمی شوید را علامت بزنید

Tick all that apply.

- مشکلی عنه
- عنف
- شخصی که از او شکایت شده
- ورود به زور به منزل
- همه ی گزینه ها را متوجه شدم

بخش پایانی

از اینکه وقت خود را برای تکمیل این نظرسنجی اختصاص دادید متشکرم

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Google Forms

4. Questionnaire (online study) (Persian)

4/14/2021

تأثیر ساده نویسی متون حقوقی در فهمیدن آنها

تأثیر ساده نویسی متون حقوقی در فهمیدن آنها

شرکت کننده عزیز ،

مشارکت شما در این مطالعه و پاسخهای شما به سوالات به محقق کمک می کند تا در مورد "تأثیر ترجمه درون زبانی بر قابل فهم بودن متن حقوقی" به یک نتیجه ی مناسب و کاربردی برسد. این مطالعه به دنبال تأثیر ترجمه درون زبانی بر درک کارشناسان غیر حقوقی از متون حقوقی است. مطمئن باشید که پاسخ های شما ناشناس خواهد بود و فقط برای اهداف تحقیق علمی استفاده می شود.

از مشارکت شما بسیار سپاسگزارم.

***Required**

مشارکت شما شامل موارد زیر است:

1. پاسخ دادن به پنج سوال مربوط به مشخصات فردی شما .
2. پر کردن پرسشنامه مربوط به اسناد حقوقی که در بخشهای بعدی مشاهده خواهید کرد و در هر سوال فقط و فقط یک گزینه را باید انتخاب کنید.

خطرات و مزایا

خطرات پیش بینی شده برای شرکت در این مطالعه با انصراف از آن برای شما پیش بینی نشده است و هیچ نفع مستقیمی برای شما به عنوان یک شرکت کننده وجود ندارد.

محرماتنه بودن

اطلاعات جمع آوری شده کاملاً محرمانه است. همه شرکت کنندگان ناشناس خواهند بود و در انتشار نتایج بعدی قابل شناسایی نخواهند بود. نام شما وارد نشده است و به جز محقق هیچ کس دیگری به اطلاعات دسترسی نخواهد داشت. مشارکت شما فقط برای اهداف علمی استفاده خواهد شد.

روش

مشارکت داوطلبانه

شرکت شما در این مطالعه کاملاً داوطلبانه است. مشارکت در این تحقیق کاملاً به انتخاب شما بستگی دارد. در صورت انتخاب شرکت ، هر زمان که خواستید می توانید بدون توضیح و بدون عواقب ، مشارکت خود را پس بگیرید.

درخواست اطلاعات بیشتر

در هر زمان می توانید هرگونه سوالی راجع به پرسشنامه و تحقیق بپرسید و با اطلاعات بیشتری راجع به مطالعه تحقیقاتی در خواست کنید.

راه تماس با محقق:

m.dehghanzadeh89@yahoo.com

مریم دهقان زاده

اطلاعات شخصی

نام خود را بنویسید و سپس در قسمت های بعدی گزینه صحیح مربوط به اطلاعات شخصی خود را علامت بزنید.

1. * نام و نام خانوادگی

2. جنسیت *

Tick all that apply.

مرد

زن

3. سن *

Tick all that apply.

18-30

30-40

40-50

50-60

4. موقعیت شغلی *

Tick all that apply.

دانش آموز

بیکار و به دنبال کار هستم

بیکار ولی در حال حاضر دنبال کار نیستم

(صاحب کسب و کار خویش هستم (بدین منظور که افرادی به عنوان کارگر/کارمند برای من کار میکنند)

شغل آزاد

معلم مدرسه

استاد دانشگاه

کارمند یک ارگان رسمی

خانه دار

سایر مشاغل

4/14/2021

تأثیر ساده نویسی متون حقوقی در فهمیدن آنها

5. *پیشینه ی تحصیلی

Tick all that apply.

- مدرسه را تمام نکرده ام
- دبیرستان رفته ام ولی دیپلم نگرفته ام
- دیپلم
- دانشجوی لیسانس
- دارای مدرک لیسانس
- دانشجوی ارشد
- دارای مدرک ارشد
- دانشجوی مقطع دکتری
- دارای مدرک دکتری

متن
الف
1))

قرارداد خرید و فروش یک آپارتمان

الف) طرفین قرارداد

فروشنده

خریدار

ب) موضوع قرارداد و مشخصات ملک

بیع تناسی 6 دانگ یک دستگاه آپارتمان دارای پلاک ثبتی 543 فرعی از 2 اصلی به مساحت اعیانی 250 مترمربع و به صورت 3 خوابه و مساحت عرصه متر به نشانی محل وقوع ملک کرمان، خیابان نشاط و با جمیع توابع شرعی و لواحق عرفیه آن بدون استثنا عرصتاً و اعیاناً به انضمام برق و آب و گاز شهری و یک رشته تلفن و دارای پایان کار ساختمان شماره 7785 مورخ 02/02/1395 صادره از سوی شهرداری منطقه یک می باشد.

ج) شرایط

در صورتی که فروشنده در حین مدت یا بعد از ایفای خیار شرط، تمامت ثمن معامله را به صندوق ثبت سپرده باشد حق دارد با ارائه ی - قبض سپرده مربوطه رامنا نسبت به فسخ و القای این معامله اقدام نماید

فروشنده مکلف است هزینه های قانونی از جمله حق مرغوبیت، پذیره، حق مشرفیت عوارض، دیون به اشخاص ثالث و فک - رهن را بپردازد

چنانچه خریدار به هرنحوی از انحاء از انجام معامله استنکاف ورزد موظف به پرداخت وجه الالتزام 10 میلیون ریال می باشد - که باید به طرف مقابل پرداخت گردد

در صورتیکه معلوم گردد مورد معامله به جهت قوه قاهره قابلیت انتقال نداشته و این عامل مربوط به زمان انعقاد قرارداد باشد - قرارداد باطل است و فروشنده موظف است مبلغ دریافتی را به منتقل الیه مسترد کند

کلیه اختیارات ولو اختیار عین به استثناء اختیار تدلیس از طرفین ساقط گردید -

6. * چقدر وقت برای خواندن متن حقوقی نیاز داشتید؟ 1.

Tick all that apply.

- کمتر از یک دقیقه
 یک دقیقه
 دقیقه 1-2
 دقیقه 2-3
 بیشتر از 3 دقیقه

7. * چند درصد از متن را فهمیدید؟ 2.

Tick all that apply.

- تقریباً هجی
 کمتر از 50% متن
 متن 50%
 بیشتر از 50% متن
 تقریباً کل متن

8. * آیا معنی تمام اصطلاحات موجود در اسناد را متوجه شدید؟ 3.

Tick all that apply.

- بله، همه ی کلمات را متوجه شدم
 بله، به جز 1-2 کلمه
 بله، به جز 2-3 کلمه
 بله، به جز 3-4 کلمه
 بیشتر از 5 کلمه متوجه نشدم

9. * آیا پس از خواندن متن، میتوانید آن را با اطمینان خاطر که متن را کاملاً متوجه شده اید امضا کنید؟

Tick all that apply.

- بله
 بله، با کمی شک
 خیر

4/14/2021

تأثیر ساده نویسی متن حقوقی در فهمیدن آنها

قرارداد خرید و فروش
الف) طرفین قرارداد
فروشنده
خریدار
ب) موضوع قرارداد و مشخصات ملک
قرارداد خرید تمامی شش دانگ یک دستگاه آپارتمان دارای شماره ثبتی 543 فرعی 2 از اصلی که مساحت خود ملک 250 مترمربع است و به صورت سه خوابه و مساحت زمین؟ متر است به نشانی محل وجود ملک کرمان، خیابان نشاط و با تمامی توابع شرعی و الحاقیه های عرفیه آن بدون استثنا زمین و عین ملک به اضافه برق و آب و گاز شهری و یک رشته تلفن و حق پایان کار ساختمان به شماره 7785 مورخ 02/02/1395 صادر شده از سوی شهرداری منطقه یک میباید.
ج) شرایط
در صورتی که فروشنده در مدت زمانی که اختیار ساقط کردن قرارداد را بر اساس شروطی دارد یا حتی پس از استفاده از حق ساقط کردن - قرارداد به وسیله شروطی که این حق را به می دهد، کلیه ی مبلغ ملک مورد معامله را به صندوق ثبت پرداخته باشد این حق را دارد که با نشان دادن قبض سپرده مربوطه خود شخصا نسبت به برهم زدن و از بین بردن قرارداد اقدام کند.
فروشنده وظیفه دارد هزینه های قانونی از جمله حق مرعوبیت، پذیره، حق مشرفی عوارض، دیونی که به اشخاص ثالث دارد و از بین بردن رهن را بپردازد.
چنانچه خریدار به هر طریقی از انجام معامله خودداری کند موظف است به عنوان خسارت تاخیری که بین طرفین توافق شده است (که - ممکن است کمتر یا بیشتر از خسارت وارده باشد) مبلغ 10 میلیون ریال را به طرف مقابل بپردازد.
در صورتی که معلوم گردد ملک مورد معامله به علت وجود یک عامل طبیعی غیر قابل پیش بینی که مربوط به طرفین نیست قابلیت انتقال به خریدار ندارد و این عامل از همان ابتدا که قرارداد منعقد شده به وجود آید، قرارداد باطل است و فروشنده وظیفه دارد که مبلغی را دریافت کرده است به خریدار برگرداند.
تمامی اختیارات برهم زدن قرارداد حتی اختیار برهم زدن قرارداد از طرف هریک از طرفین، در صورت آگاهی یافتن از ضرری که - کاملاً مشخص است از هر دو طرف گرفته شده است، ولی اختیار برهم زدن از طرف شخصی که ادعا میکند فریب خورده است باقی است.

متن

الف

2))

10. * چقدر وقت برای خواندن متن حقوقی نیاز داشتید؟ I.

Tick all that apply.

- کمتر از 1 دقیقه
 دقیقه 1
 دقیقه 1-2
 دقیقه 2-3
 بیشتر از 3 دقیقه

11. * چند درصد از متن را فهمیدید؟ 2.

Tick all that apply.

- تقریباً هیچی
 کمتر از 50% متن
 متن 50%
 بیشتر از 50% متن
 تقریباً کل متن

12. * آیا معنی تمام اصطلاحات موجود در اسناد را متوجه شدید؟ 3.

Tick all that apply.

- بله، همه ی کلمات را متوجه شدم
- بله، به جز 1-2 کلمه
- بله، به جز 2-3 کلمه
- بله، به جز 3-4 کلمه
- بیشتر از 5 کلمه متوجه نشدم

13. * آیا پس از خواندن متن، میتوانید آن را با اطمینان خاطر که متن را کاملا متوجه شده اید امضا کنید؟ 4.

Tick all that apply.

- بله
- بله، با کمی شک
- خیر

(متن الف) 2

14. * لطفا در این قسمت گزینه ای که متوجه نمی شوید را علامت بزنید.

Tick all that apply.

- فک رهن
- قوه قاهره
- از بین بردن رهن
- وجود یک عامل طبیعی غیر قابل پیش بینی
- همه ی گزینه ها را متوجه شدم

4/14/2021

تأثیر ساده نویسی متون حقوقی در فهمیدن آنها

متن
ب
1))

شروط ضمن عقد

1. استنکاف شوهر از دادن نفقه زن به مدت شش ماه به هر عنوان و عدم امکان الزام او به تأیید نفقه و همچنین در موردی که شوهر منایر 1. حقوق واجبه زن را به مدت شش ماه وفا نکند و اجباراً ایفا هم ممکن نباشد

2. زوج، زوجه را در ادامه تحصیل تا هر مرحله که زوجه لازم بداند و در هر کجا که شرایط ایجاب نماید مخیر می سازد.

3. زوج به زوجه وکالت بلاعزل با حق توکیل به غیر می دهد تا زوجه در هر زمان و تحت هر شرایطی از جانب زوج اقدام به مطلقه کند. نمودن خود از قید زوجیت زوج به هر قسم طلاق، اعم از بانئن و رجعی و خلع یا مبارات. به هر طریقی اعم از اینکه اخذ یا بذل مهریه کند

4. در صورتی که دوام زوجیت موجب عسر و حرج زوجه باشد، وی می تواند به حاکم شرع مراجعه و تقاضای طلاق کند. چنانچه عسر و حرج در محکمه ثابت شود، دادگاه می تواند زوج را اجبار به طلاق نماید و در صورتی که اجبار میسر نباشد، زوجه به آن حاکم شرع طلاق داده می شود.

15. * چقدر وقت برای خواندن متن حقوقی نیاز داشتید؟ 1.

Tick all that apply.

- کمتر از 2 دقیقه
- دقیقه 1
- دقیقه 1-2
- دقیقه 2-3
- بیشتر از 3 دقیقه

16. * چند درصد از متن را فهمیدید؟ 2.

Tick all that apply.

- تقریباً هیچی
- کمتر از 50% متن
- متن 50%
- بیشتر از 50% متن
- تقریباً کل متن

17. * آیا معنی تمام اصطلاحات موجود در اسناد را متوجه شدید؟ 3.

Tick all that apply.

- بله، همه ی کلمات را متوجه شدم
- بله، به جز 1-2 کلمه
- بله، به جز 2-3 کلمه
- بله، به جز 3-4 کلمه
- بیشتر از 5 کلمه متوجه نشدم

18. * آیا پس از خواندن متن، میتوانید آن را با اطمینان خاطر که متن را کاملاً متوجه شده اید امضا کنید؟ 4.

Tick all that apply.

- بله
- بله، با کمی شک
- خیر

متن
ب
2))

شروط ضمن عقد

خودداری کردن شوهر از پرداخت نفقه زن در مدت زمان شش ماه به هر دلیلی و امکان نداشتن اجبار او به پرداخت نفقه و همچنین بقیه 1. حقوقی که برای زن است را به مدت شش ماه انجام ندهد و اجبار او نیز ممکن نباشد

شوهر، برای ادامه تحصیل تا هر مرحله تحصیلی که زن میخواهد و در هر جایی که امکان ادامه تحصیل است به زن خود اختیار 2. تصمیم گیری می دهد

شوهر به زن خود وکالتی که غیر قابل ازبین رفتن است و همچنین حق گرفتن وکیل غیر از خود زن را می دهد تا زن تحت هر 3. شرایطی و زمانی این امکان را داشته باشد تا از طرف مرد خود را به هر نوع از طلاقی که میخواهد طلاق دهد، اعم از اینکه طلاق غیر قابل رجوع باشد یا طلاق قابل رجوع یا طلاقی که زن به واسطه کراهتی از مرد دارد مالی به شوهر بدهد و خود را مطلقه کند یا از نوع طلاقی که زن و شوهر نسبت به هم کراهت دارند زن مالی که زائد بر مهریه نیست بدهد و خود را طلاق دهد، به هر صورتی که بتواند مهریه را بگیرد یا آن را ببخشد.

در صورتی که ادامه رابطه زناشویی برای زن موجب سختی غیر قابل تحمل بشود، زن می تواند به قاضی دادگاه مراجعه کند و از او 4. بخواهد او را طلاق دهد. چنانچه سختی غیر قابل تحمل برای دادگاه ثبت شد، ابتدا دادگاه شوهر را اجبار به طلاق دادن زن میکند و زمانیکه اجبار کردن مرد نتیجه نداد، زن با اجازه قاضی دادگاه طلاق داده میشود

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تأثیر ساده نویسی متون حقوقی در فهمیدن آنها

19. * چقدر وقت برای خواندن متن حقوقی نیاز داشتید؟ 1.

Tick all that apply.

- کمتر از 1 دقیقه
 دقیقه 1
 دقیقه 1-2
 دقیقه 2-3
 بیشتر از 3 دقیقه

20. * چند درصد از متن را فهمیدید؟ 2.

Tick all that apply.

- تقریبا هیچی
 کمتر از 50% متن
 متن 50%
 بیشتر از 50% متن
 تقریبا کل متن

21. * آیا معنی تمام اصطلاحات موجود در اسناد را متوجه شدید؟ 3.

Tick all that apply.

- بله، همه کلمات را متوجه شدم
 بله، به جز 1-2 کلمه
 بله، به جز 2-3 کلمه
 بله، به جز 3-4 کلمه
 بیشتر از 5 کلمه متوجه نشدم

22. * آیا پس از خواندن متن، میتوانید آن را با اطمینان خاطر که متن را کاملا متوجه شده اید امضا کنید؟ 4.

Tick all that apply.

- بله
 بله، با اندکی شک
 خیر

(متن ب) 201

23. * لطفاً در این قسمت گزینه ای که متوجه نمی شوید را علامت بزنید.

Tick all that apply.

- وکالت بلاعزل
- حق توکیل به غیر
- وکالتی که غیر قابل از بین رفتن است
- حق گرفتن وکیل غیر از خود زن
- همه ی گزینه ها را متوجه شدم

متن
پ
i))

شکایتنامه
 احتراماً، به امتحضار عالی می رساند
 در مورخ 02/05/1398 راس ساعت 9:30 صبح مشتکی عنه به اتفاق یکی از بستگان خود به درب منزل مسکونی اینجانب
 مراجعه کرده و بعد از مواجهه با توسل به زور مبادرت به ورود غیر قانونی به منزل و سپس ایراد صدمه عمدی نمودند
 .لازم به ذکر است که ، فرد مشتکی عنه دارای قرابت سببی می باشد
 اکنون که چند ماه است که دخترم بنا بر سوء رفتار و ایراد صدمه عمدی ایشان اقامتگاه زوج را ترک و به منزل من مراجعت نموده ،
 نامبرده به قصد ضربه زدن و انتقام گیری اعمال نامشروع فوق را مرتکب گردیده اند
 لذا ، نظر به مراتب یاد شده ، تقاضای رسیدگی ، تعقیب و مجازات نامبرده به اتهام ورود به عتف و ایراد صدمه عمدی و عنداللزوم انجام
 تحقیقات محلی را دارم

24. * چقدر وقت برای خواندن متن حقوقی نیاز داشتید؟ I.

Tick all that apply.

- کمتر از 1 دقیقه
- 1 دقیقه
- 1-2 دقیقه
- 2-3 دقیقه
- بیشتر از 3 دقیقه

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تأثیر ساده نویسی متون حقوقی در فهمیدن آنها

25. * چند درصد از متن را فهمیدید؟ 2.

Tick all that apply.

- تقریبا هیچی
- کمتر از 50% متن
- متن 50%
- بیشتر از 50% متن
- تقریبا کل متن

26. * آیا معنی تمام اصطلاحات موجود در اسناد را متوجه شدید؟ 3.

Tick all that apply.

- بله، همه ی کلمات را متوجه شدم
- بله، به جز 1-2 کلمه
- بله، به جز 2-3 کلمه
- بله، به جز 3-4 کلمه
- بیشتر از 5 کلمه متوجه نشدم

27. * آیا پس از خواندن متن، میتوانید آن را با اطمینان خاطر که متن را کاملا متوجه شده اید امضا کنید؟ 4.

Tick all that apply.

- بله
- بله، با کمی شک
- خیر

متن
پ
2))

شکایتنامه

احتراما به حضور قاضی می رساند

در تاریخ 02/05/1398 راس ساعت 9:30 صبح کسی که از او شکایت کردم به همراه یکی از بستگان خود به درب منزل اینجانب..... آمده و بعد از اقدامات همراه با زور به صورت غیر قانونی به منزل اینجانب ورود کرده و سپس ضربه عدوی به اینجانب وارد کرده است.

لازم به ذکر است شخصی که از او شکایت کردم از بستگان منیبی(فامیلی با ازدواج) می باشد.

اکنون که چند ماه است که دخترم به دلیل رفتارهای بد و ایجاد صدمه عدوی از جانب شوهر اقامتگاه شوهر خود را ترک کرده است و به منزل من آمده است نامبرده(شوهر) به قصد ضربه زدن و انتقام گیری اعمال نامشروع بالا را انجام داده است.

بنابر این،باتوجه به دلایل گفته شده،تقاضای رسیدگی،تعقیب و مجازات ایشان(شوهر)را به اتهام ورود به زور به منزل و ایجاد صدمه عدوی و در صورت نیاز تحقیقات لازم را دارم.

28. * چقدر وقت برای خواندن متن حقوقی نیاز داشتید؟ 1.

Tick all that apply.

- کمتر از 1 دقیقه
- دقیقه 1
- دقیقه 1-2
- دقیقه 2-3
- بیشتر از 3 دقیقه

29. * چند درصد از متن را فهمیدید؟ 2.

Tick all that apply.

- تقریبا هیچی
- کمتر از 50% متن
- متن 50%
- بیشتر از 50% متن
- تقریبا کل متن

30. * آیا معنی تمام اصطلاحات موجود در اسناد را متوجه شدید؟ 3.

Tick all that apply.

- بله، همه ی کلمات را متوجه شدم
- بله، به جز 1-2 کلمه
- بله، به جز 2-3 کلمه
- بله، به جز 3-4 کلمه
- بیشتر از 5 کلمه متوجه نشدم

31. * آیا پس از خواندن متن، میتوانید آن را با اطمینان خاطر که متن را کاملا متوجه شده اید امضا کنید؟ 4.

Tick all that apply.

- بله
- بله، با کمی شک
- خیر

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تأثیر ساده نویسی متون حقوقی در فهمیدن آنها

(متن پ 2 و I)

32. * لطفا در این قسمت گزینه ای که متوجه نمی شوید را علامت بزنید.

Tick all that apply.

- مشکلی عنه
- عنف
- شخصی که از او شکایت شده
- ورود به زور به منزل
- همه ی گزینه ها را متوجه شدم

بخش پایانی

از اینکه وقت خود را برای تکمیل این نظرسنجی اختصاص دادید متشکرم.

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5. Questionnaire (online study) (English)

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The Impact of Plain Persian Version of Legal texts on None-legal experts Comprehension

The Impact of Plain Persian Version of Legal texts on None-legal experts Comprehension

Dear Participant,

Your participation in this study and your delicate answers to the questions will help the researcher to come to a more appropriate and applicable conclusion on the "The Impact of Intralingual Translation on Legal Text Comprehensibility" study. The study seeks to discover the effect of intralingual translation on non-legal experts' comprehension of legal texts. Rest assured that your answers will be anonymized and only used for scientific research purposes.

Thank you very much for your participation.

*Required

Procedure

Your participation includes:

1. Answering five questions related to your personal background in section three.
2. Filling out the questionnaire related to the legal documents which you will see in the following sections.

Risks and Benefits

There are no predicted risks to you for participating or declining to participate in this study, and there are no direct benefits to you as a participant.

Confidentiality

The collected information is strictly confidential. All participants will be anonymous and will not be identifiable in future publications of the results. Your name is not being included, and no one else except the researcher will have access to the information. Your contribution will be used for scientific purposes only.

Voluntary Participation

Your participation in this study is completely voluntary. It is your choice whether to participate or not. If you choose to participate, you can always withdraw your participation without giving an explanation and without consequences.

Request for Additional Information

You can ask any questions or request additional information concerning the research study at any time.

You may contact me:

Maryam Dehghanzadeh

m.dehghanzadeh89@yahoo.com

Personal Information

Write your name and then in the following parts tick the correct option about your personal information.

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The Impact of Plain Persian Version of Legal texts on None-legal experts Comprehension

1. Name *

2. Gender *

Tick all that apply. Female Male

3. Age *

Tick all that apply. 18-30 30-40 40-50 50-60

4. Employment Status *

Tick all that apply. Student Unemployed and looking for work Unemployed and not currently looking for work Business owner self-employed Teacher in school Lecturer or Professor at the university Employee in one of the official organization Housewife others

5. Educational Background *

Tick all that apply.

- no schooling completed
- Some high school, no diploma
- Diploma
- BA student
- Bachelor'a degree
- MA student
- Master's degree
- PhD student
- Doctorate degree

Document
A (Tra)

A) Parties to the agreement

1-1) Vendor

1-2) Purchaser

B) Object of agreement and specifications of the property

Sale of the entire 6 portions [100%] of an apartment under sub-plate No. 543 from main-plate 2, with building area of 250 m, with three bedrooms, and the site area of 300 m, the property is situated at Neshat St., Kerman, with all legal and customary appurtenances, with no exceptions, with site and standing property, together with electricity, water, natural gas and landline telephone connections, bearing Construction Completion Certificate No. 7785 dated 21.04.2016 issued by Municipality of Dist. 1.

C) Terms and Conditions

- If the vendor has deposited the full price of the transaction to the registration fund during or after fulfilling the option of condition, he has the right to terminate and cancel this transaction unilaterally by presenting the relevant deposit receipt.
- The vendor is bound to pay the legal expenses including quality fee, subscription, overlooking duties, debts to third parties and mortgage redemption cost.
- Should the purchaser refuse to complete the transaction in any way, he is obliged to pay the retention money of 10 million Rials, which must be paid to the other party.
- If it turns out that the property is not transferable due to force majeure reasons, and this factor is related to the time of concluding the agreement, the agreement is void and the vendor is obliged to return the amount received to the transferee.
- The parties waived themselves any and all options, even the option of lesion except the option of fraud.

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6. 1. How much time did you spend on reading the original legal text? *

Tick all that apply.

- Less than 1 minute
 1 minute
 1-2 minutes
 2-3 minutes
 More than 3 minutes

7. 2. What percentage of the text did you understand? *

Tick all that apply.

- Nearly nothing
 Less than 50% of the text
 50 % of the text
 More than 50% of the text
 Nearly the whole text

8. 3. Could you understand the meaning of all the terms in the documents? *

Tick all that apply.

- Yes, I understood all the terms
 Yes except 1-2 words
 Yes except 2-3 words
 Yes except 3-4 words
 I didn't understand more than 5 words

9. 4. After reading the text, would you be able to sign it being confident that you know what you are agreeing to? *

Tick all that apply.

- Yes
 Yes, with some doubt
 No

Document
A (T2a)

Sales contract

A) The parties to the contract:

1. Seller
2. Customer

B) The subject of the contract and the specifications of the property:

The contract is related to the purchase of all of an apartment with registration number 543, sub-2 of the original, 250 meters, three bedrooms and land area 300 meters. It is located in Neshat St, Kerman, with all its legal functions and customary additions, without exception, land and the same property plus electricity, water and gas and a telephone line and the completion building number 7785 dated 02/04 / 2016 issued by the municipality of region one.

C) Conditions:

- If the seller has paid the entire amount of the traded property to the registration fund, during or after the period when he has the right to cancel the contract based on conditions using the right to cancel the contract by the conditions that give him this right. He has the right to personally cancel the contract by showing his relevant deposit receipt.

- The seller has a duty to pay legal costs such as the cost of quality, the cost of receipt, the cost to overlook tolls, debts owed to third parties and the ending of the mortgage.

- If the buyer refuses to do the transaction in any way, he is obliged to pay 10 million Rials to the other party as compensation for the delay agreed between the parties (which may be more or less than the damage).

_ If it turns out that the property being traded is not transferable to the buyer due to an unpredictable natural factor that does not belong to the parties, and this factor is void from the beginning of the contract, and the seller has a duty to receive the amount of money to return to the buyer.

All the power to cancel the contract has been taken away from both parties even if they become aware of the damage, which is quite clear. But the power to disrupt the contract remains with the person who claims to have been deceived.

10. 1. How much time did you spend on reading the intralingually translated version of the legal text? *

Tick all that apply.

- Less than 1 minute
- 1 minute
- 1-2minutes
- 2-3 minutes
- More than 3minutes

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The Impact of Plain Persian Version of Legal texts on None-legal experts Comprehension

11. 2. What percentage of the text did you understand? *

Tick all that apply.

- Nearly nothing
- Less than 50% of the text
- 50% of the text
- More than 50% of the text
- Nearly the whole

12. 3. Could you understand the meaning of all the terms in the documents? *

Tick all that apply.

- Yes, I understood all the terms
- Yes, except 1-2 words
- Yes, except 2-3 words
- Yes, except 3-4 words
- I didn't understand more than 5 words

13. 4. After reading the text, would you be able to sign it being confident that you know what you are agreeing to? *

Tick all that apply.

- Yes
- Yes, with some doubts
- No

Document A (T1a and T2a)

14. Tick the words you didn't fully understand. *

Tick all that apply.

- Mortgage redemption
- Force majeure reasons
- mortgage ending
- Unpredictable natural factors
- I understood all these terms

Document
B (T1b)

Terms and conditions under marriage contract:

When the husband refuses to pay alimony to the wife for six months in any manner and it is not possible to make him pay the alimony and also when the husband does not meet the wife's rights for six months and it is not possible to make him meet them.

The husband acknowledges that the wife may continue her education as far as she deems appropriate, and wherever the circumstances require.

The husband vested the wife with irrevocable power of attorney, with the right to subdelegate, to apply for divorce on the part of the husband, whenever and under any circumstances, and divorce herself under any type of divorce including irrevocable, revocable, khula or consensual divorce, under any procedure, including collection or donation of dower.

If the continuation of marriage results in indigestion and embarrassment for the wife, she may refer to the Sharia ruler and apply for divorce. Should the indigestion and embarrassment be proven in the court, the court may force the husband to divorce, and if it is not possible to force him, the wife shall be divorced at the permission of the sharia ruler.

15. 1. How much time did you spend on reading the original legal text? *

Tick all that apply.

- Less than 1 minute
- 1 minute
- 1-2 minutes
- 2-3 minutes
- More than 3 minutes

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The Impact of Plain Persian Version of Legal texts on None-legal experts Comprehension

16. 2. What percentage of the text did you understand? *

Tick all that apply.

- Nearly nothing
- Less than 50% of the text
- 50 % of the text
- More than 50% of the text
- Nearly the whole text

17. 3. Could you understand the meaning of all the terms in the documents? *

Tick all that apply.

- Yes, I understood all the terms
- Yes, except 1-2 words
- Yes, except 2-3 words
- Yes, except 3-4 words
- I didn't understand more than 5 words

18. 4. After reading the text, would you be able to sign it being confident that you know what you are agreeing to? *

Tick all that apply.

- Yes
- Yes, with some doubts
- No

Document
B (T_{2b})

Terms and conditions related to marriage contract:

The husband avoids paying everyday expenditures of his wife for a period of six months for any reason. There is also no possibility to force him to pay them, as well as the other rights that are for the wife. The force is also impossible.

The husband gives his wife the right to continue her education up to any level of education that she wants.

The husband gives his wife a persisting power, as well as the right to have a lawyer other than the wife herself, so that the wife, under any circumstances and at any time, has the right to get divorce to any type of divorce as she wishes. Whether the divorce is permanent or not. Or a divorce, in which the wife hates the man so she gives money to the husband and gets divorce. or a divorce in which the husband and wife hate each other and she gives some money which is not more than her dowry to get divorce, in any way that she can take the dowry or give it.

If the continuation of the marital relationship causes unbearable hardship for the wife, the wife can go to the judge and ask him for the divorce right. If unbearable hardship is registered for the court, first the court forces the husband to divorce the woman and when forcing a man does not work, the woman is divorced with the permission of a court judge.

19. 1. How much time did you spend on reading the intralingually translated version of the legal text? *

Tick all that apply.

- Less than 1 minute
 1 minute
 1-2 minutes
 2-3 minutes
 More than 3 minutes

20. 2. What percentage of the text did you understand? *

Tick all that apply.

- Nearly nothing
 Less than 50% of the text
 50% of the text
 More than 50% of the text
 Nearly the whole text

4/14/2021

The Impact of Plain Persian Version of Legal texts on None-legal experts Comprehension

21. 3. Could you understand the meaning of all the terms in the documents? *

Tick all that apply.

- Yes, I understood all the terms.
- Yes, except 1-2 words.
- Yes, Except 2-3 words.
- Yes, Except 3-4 words.
- I didn't understand more than 5 words.

22. 4. After reading the text, would you be able to sign it being confident that you know what you are agreeing to? *

Tick all that apply.

- Yes.
- Yes, with some doubts.
- No.

Document B (T1b and T2b)

23. Tick the words you didn't fully understand. *

Tick all that apply.

- irrevocable power of attorney
- subdelegate right
- Persisting power
- Having a lawyer other than the wife herself
- I understood all these terms

Document
C (Tic)

Lawsuit

I, ...hereby inform that:

On the date of 02/02/2019 at 9:30 a.m., the perpetrator along with one of his relatives came to the door of my house and after encountering with me used force to enter the house illegally and then caused harm intentionally.

It should be mentioned that the defendant is a relative in-law.

Now that a few months has passed since my daughter left her husband's residence and returned to my house due to his mistreatment and intentional injury, he has committed the above illegal acts in order to cause harm and take revenge.

Therefore, given the above, I request the investigation, prosecution and punishment of the above-mentioned for violent entering and causing intentional injury, and, if necessary, conducting a local investigation.

24. 1. How much time did you spend on reading the original legal text? *

Tick all that apply.

- Less than 1 minute
 1 minute
 1-2 minutes
 2-3 minutes
 More than 3 minutes.

25. 2. What percentage of the text did you understand? *

Tick all that apply.

- Nearly nothing
 Less than 50% of the text
 50% of the text
 More than 50% of the text
 Nearly the whole text

4/14/2021

The Impact of Plain Persian Version of Legal texts on None-legal experts Comprehension

26. 3. Could you understand the meaning of all the terms in the documents? *

Tick all that apply.

- Yes, I understood all the terms
 Yes, except 1-2 words
 Yes, except 2-3 words
 Yes, except 3-4 words
 I didn't understand more than 5 words

27. 4. After reading the text, would you be able to sign it being confident that you know what you are agreeing to? *

Tick all that apply.

- Yes
 Yes, with some doubts
 No

Document
C (T2c)

Respectfully to the judge:

On 02/02/2019 at 9:30 am, the person I complained about came to my house with one of his relatives. After some forceful acts entered my house illegally and then intentionally hit me.

It should be noted that the person I complained about has a relationship with me based on a marriage.

Now, for several months now, my daughter has left her husband's house due to misbehaviour and intentional harm caused by her husband, and she has come to my house.

Therefore, for the reasons stated above, I request the investigation, prosecution and punishment of her husband for entering the house by force and causing intentional harm and, if necessary, do the required investigation.

28. 1. How much time did you spend on reading the intralingually translated version of the legal text? *

Tick all that apply.

- Less than 1 minute
- 1 minute
- 1-2 minutes
- 2-3 minutes
- More than 3 minutes

29. 2. What percentage of the text did you understand? *

Tick all that apply.

- Nearly nothing
- Less than 50% of the text
- 50% of the text
- More than 50% of the text
- Nearly the whole text

30. 3. Could you understand the meaning of all the terms in the documents? *

Tick all that apply.

- Yes, I understood all the terms
- Yes, except 1-2 words
- yes, except 2-3 words
- Yes, except 3-4 words
- I didn't understand more than 5 words

4/14/2021

The Impact of Plain Persian Version of Legal texts on None-legal experts Comprehension

31. 4. After reading the text, would you be able to sign it being confident that you know what you are agreeing to? *

Tick all that apply.

- Yes
 Yes, with some doubts
 No

Skip to question 32

Document C (T1c and T2c)

32. Tick the words you didn't fully understand. *

Tick all that apply.

- Perpetrator
 violent entering
 The person you complain about
 Forceful entering
 I understood all these terms

Final Section

Thank you for taking the time to complete this survey.

This content is neither created nor endorsed by Google.

Google Forms

6. Questionnaire (Face-to-face study) (Persian)

تأثیر ساده نویسی متون حقوقی در فهمیدن آنها

شرکت کننده عزیز ،

مشارکت شما در این مطالعه و پاسخهای شما به سوالات به محقق کمک می کند تا در مورد " تأثیر ترجمه درون زبانی بر قابل فهم بودن متن حقوقی " به یک نتیجه ی مناسب و کاربردی برسند . این مطالعه به دنبال تأثیر ترجمه درون زبانی بر درک کارشناسان غیر حقوقی از متون حقوقی است . مطمئن باشید که پاسخ های شما ناشناس خواهد بود و فقط برای اهداف تحقیق علمی استفاده می شود .
از مشارکت شما بسیار سپاسگزارم .

مشارکت شما شامل موارد زیر است :

1. پاسخ دادن به چهار سوال مربوط به مشخصات فردی شما .
2. پر کردن پرسشنامه مربوط به اسناد حقوقی که در بخشهای بعدی مشاهده خواهید کرد و در هر سوال فقط و فقط یک گزینه را باید انتخاب کنید .
3. امضا کردن کادر پایان پرسشنامه که نشان دهنده ی رضایت شما از شرکت در این مطالعه است .

خطرات و مزایا

خطرات پیش بینی شده برای شرکت در این مطالعه یا انصراف از آن برای شما پیش بینی نشده است و هیچ نفع مستقیمی برای شما به عنوان یک شرکت کننده وجود ندارد .

محرمانه بودن

اطلاعات جمع آوری شده کاملاً محرمانه است . همه شرکت کنندگان ناشناس خواهند بود و در انتشار نتایج بعدی قابل شناسایی نخواهند بود . نام شما وارد نشده است و به جز محقق هیچ کس دیگری به اطلاعات دسترسی نخواهد داشت . مشارکت شما فقط برای اهداف علمی استفاده خواهد شد .

مشارکت داوطلبانه

شرکت شما در این مطالعه کاملاً داوطلبانه است . مشارکت در این تحقیق کاملاً به انتخاب شما بستگی دارد . در صورت انتخاب شرکت در تحقیق ، هر زمان که خواستید می توانید بدون توضیح ، مشارکت خود را پس بگیرید .

از همکاری شما سپاسگزارم

مریم دهقان زاده

(بخش اول) اطلاعات شخصی

نام و نام خانوادگی
جنسیت :

1. زن
2. مرد

سن:

1. 30-18
2. 40-30
3. 50-40
4. 60-50

پیشینه ی تحصیلی

1. مدرسه را تمام نکرده ام
2. دبیرستان رفته ام ولی دیپلم نگرفته ام
3. دیپلم
4. دانشجوی لیسانس
5. دارای مدرک لیسانس
6. دانشجوی ارشد
7. دارای مدرک ارشد
8. دانشجوی مقطع دکتری
9. دارای مدرک دکتری

بخش دوم (سوالات مربوط به متون حقوقی)

قرارداد خرید و فروش (1)

قرارداد خرید و فروش یک باب اپارتمان

الف) طرفین قرارداد. فروشنده..... خریدار.....

ب) موضوع قرارداد و مشخصات ملک

بیع تمامی 6 دانگ یک دستگاه آپارتمان دارای پلاک ثبتی 543 فرعی از 2 اصلی به مساحت اعیانی 200 مترمربع و به صورت 3 خوابه و مساحت عرصه 250 متر به نشانی محل وقوع ملک کرمان، خیابان نشاط و با جمیع توابع شرعی و لواحق عرفیه آن بدون استثناء عرصتاً و اعیاناً به انضمام برق و آب و گاز شهری و یک رشته تلفن و دارای پایان کار ساختمان شماره 7785 مورخ 1395/02/02 صادره از سوی شهرداری منطقه یک می باشد.

ج) شرایط

- در صورتی که فروشنده در حین مدت یا بعد از ایفای شرایط، تمامت ثمن معامله را به صندوق ثبت سپرده باشد حق دارد با ارائه ی قبض سپرده مربوطه راساً نسبت به فسخ و اقالی این معامله اقدام نماید.

- فروشنده مکلف است هزینه های قانونی از جمله حق مرغوبیت، پذیره، حق مشرفیت عوارض، دیون به اشخاص ثالث و فک رهن را بپردازد.

- چنانچه خریدار به هر نحوی از انحاء از انجام معامله استکفاف ورزد موظف به پرداخت وجه الالتزام 10 میلیون ریال می باشد که باید به طرف مقابل پرداخت گردد.

- در صورتیکه معلوم گردد مورد معامله به جهت قوه قاهره قابلیت انتقال نداشته و این عامل مربوط به زمان انعقاد قرارداد باشد قرارداد باطل است و فروشنده موظف است مبلغ دریافتی را به منتقل الیه مسترد کند.

- کلیه اختیارات ولو اختیار غین به استثناء اختیار تدلیس از طرفین ساقط گردید.

1. چند درصد از متن را فهمیدید؟

1. تقریباً هیچی
2. کمتر از 50 % متن
3. متن 50 %
4. بیشتر از 50 % متن
5. تقریباً کل متن

2. آیا معنی تمام اصطلاحات موجود در اسناد را متوجه شدید؟

1. بله، همه ی کلمات را متوجه شدم.
2. بله، به جز 1-2 کلمه.
3. بله، به جز 2-3 کلمه.
4. بله، به جز 3-4 کلمه.
5. بیشتر از 5 کلمه متوجه نشدم.

3. آیا پس از خواندن متن، میتوانید آن را با اطمینان خاطر که متن را کاملاً متوجه شده اید امضا کنید؟

1. بله
2. بله، با کمی شک
3. خیر

قرارداد خرید و فروش (2)

الف) طرفین قرارداد فروشنده..... خریدار.....

ب) موضوع قرارداد و مشخصات ملک

این قرارداد، قرارداد خرید شش دانگ یک دستگاه آپارتمان با شماره ثبت 543 فرعی از 2 اصلی میباشد. مساحت گُل ملک 200 متر مربع است و مساحت زمین 250 متر است. این آپارتمان سه خوابه در شهر کرمان، خیابان نشاط واقع شده است. تمام آنچه که از نظر دین و عرف مطابق قوانین خرید ملک است (کل ملک)، به اضافه برق و آب و گاز شهری و یک رشته تلفن و حق پایان کار ساختمان به شماره 7785 در تاریخ 1398/02/02 صادر شده از سوی شهرداری منطقه یک میباشد.

ج) شرایط

- در صورتی که فروشنده در مدت زمانی که اختیار بر هم زدن قرارداد را بر اساس شروطی دارد، یا حتی پس از استفاده از این حق، و حتی زمانی که کلیه ی مبلغ ملک مورد معامله را به صندوق ثبت پرداخته باشد، میتواند با نشان دادن قبض سپرده مربوطه شخصا نسبت به برهم زدن قرارداد اقدام کند.

- فروشنده وظیفه دارد هزینه های قانونی از جمله حق مرعوبیت، مبلغ پرداختی سازمان اوقاف، حق شهرداری در صورت افزایش قیمت ملک، بدهی به اشخاص ثالث و همچنین حق آزاد کردن سندی که در رهن بانک بوده است را بپردازد.

- چنانچه خریدار به هر طریقی از انجام معامله خودداری کند، موظف است خسارت توافق شده، به مبلغ 10 میلیون ریال را به طرف مقابل بپردازد.

- در صورتی که معلوم گردد ملک مورد معامله به علت وجود یک عامل طبیعی غیر قابل پیش بینی که مربوط به طرفین نیست، قابلیت انتقال به خریدار را ندارد، و این عامل از همان ابتدا که قرارداد منعقد شده به وجود آمده است، قرارداد باطل است و فروشنده وظیفه دارد که مبلغی را که دریافت کرده است به خریدار برگرداند.

- تمامی اختیارات برهم زدن قرارداد، حتی اختیار برهم زدن قرارداد از طرف هریک از طرفین، در صورت آگاهی یافتن از ضرری که مربوط به قیمت غیر واقعی مورد معامله باشد، از هر دو طرف گرفته شده است. ولی اختیار برهم زدن از طرف شخصی که ادعا میکند فریب خورده است باقی است.

1. چند درصد از متن را فهمیدید؟

1. تقریباً هیچی
2. کمتر از 50 % متن
3. متن 50 %
4. بیشتر از 50 % متن
5. تقریباً کل متن

2. آیا معنی تمام اصطلاحات موجود در اسناد را متوجه شدید؟

6. بله، همه ی کلمات را متوجه شدم.
7. بله، به جز 1-2 کلمه.
8. بله، به جز 2-3 کلمه.
9. بله، به جز 3-4 کلمه.
10. بیشتر از 5 کلمه متوجه نشدم.

3. آیا پس از خواندن متن، میتوانید آن را با اطمینان خاطر که متن را کاملاً متوجه شده اید امضا کنید؟

4. بله
5. بله، با کمی شک
6. خیر

شروط ضمن عقد (1)

1. استنکاف شوهر از دادن نفقه زن به مدت شش ماه به هر عنوان و عدم امکان الزام او به تأتید نفقه و همچنین در موردی که شوهر سایر حقوق واجبه زن را به مدت شش ماه وفا نکند و اجباراً ایفا هم ممکن نباشد.
2. زوج، زوجه را در ادامه تحصیل تا هر مرحله که زوجه لازم بداند و در هر کجا که شرایط ایجاب نماید مخیر می سازد .
3. زوج به زوجه وکالت بلاعزل با حق توکیل به غیر می دهد تا زوجه در هر زمان و تحت هر شرایطی از جانب زوج اقدام به مطلقه نمودن خود از قید زوجیت زوج به هر قسم طلاق، اعم از بائن و رجعی و خلع یا مبارات به هر طریق اعم از اینکه اخذ یا بذل مهریه کند.
4. در صورتی که دوام زوجیت موجب عسر و حرج زوجه باشد، وی می تواند به حاکم شرع مراجعه و نقاضای طلاق کند. چنانچه عسر و حرج در محکمه ثابت شود، دادگاه می تواند زوج را اجبار به طلاق نماید و در صورتی که اجبار میسر نباشد، زوجه به اذن حاکم شرع طلاق داده می شود.

1. چند درصد از متن را فهمیدید؟

1. تقریباً هیچی
2. کمتر از 50 % متن
3. متن 50 %
4. بیشتر از 50 % متن
5. تقریباً کل متن

2. آیا معنی تمام اصطلاحات موجود در اسناد را متوجه شدید؟

11. بله، همه ی کلمات را متوجه شدم.
12. بله، به جز 1-2 کلمه.
13. بله، به جز 2-3 کلمه.
14. بله، به جز 3-4 کلمه.
15. بیشتر از 5 کلمه متوجه نشدم.

3. آیا پس از خواندن متن، میتوانید آن را با اطمینان خاطر که متن را کاملاً متوجه شده اید امضا کنید؟

7. بله
8. بله، با کمی شک
9. خیر

شروط ضمن عقد (2)

1. شوهر نفقه زن به مدت زمان شش ماه به هر دلیلی پرداخت نکند و مجبور کردن او به پرداخت نفقه امکان پذیر نباشد، همچنین حقوقی که قانون برای زن مشخص کرده است را به مدت شش ماه انجام ندهد و مجبور کردن او نیز ممکن نباشد.
2. شوهر، برای ادامه تحصیل تا هر مرحله تحصیلی که زن می خواهد و در هر جایی که امکان ادامه تحصیل است به زن خود اختیار تصمیم گیری می دهد.
3. شوهر به زن خود وکالتی که غیر قابل از بین رفتن است و همچنین حق گرفتن وکیل غیر از خود زن را می دهد تا زن تحت هر شرایطی و هر زمانی این امکان را داشته باشد، تا از طرف شوهر، خود را به هر نوعی از طلاق که می خواهد طلاق دهد. طلاق میتواند:
 - غیر قابل رجوع،
 - قابل رجوع
 - طلاق که زن به واسطه کراهتی که از مرد دارد مالی به شوهر بدهد و خود را مطلقه کند،
 - طلاق که زن و شوهر نسبت به هم کراهت دارند زن مالی که بیشتر از مهریه نیست بدهد و خود را طلاق دهد، به هر صورتی که بتواند مهریه را بگیرد یا آن را ببخشد، باشد.
4. در صورتی که ادامه رابطه زناشویی برای زن موجب سختی غیر قابل تحملی بشود، زن می تواند به قاضی دادگاه مراجعه کند و از او بخواهد او را طلاق دهد چنانچه سختی غیر قابل تحمل برای دادگاه ثابت شد، ابتدا دادگاه شوهر را مجبور به طلاق دادن زن میکند و زمانی که مجبور کردن مرد نتیجه نداد، زن با اجازه قاضی دادگاه طلاق داده میشود.

1. چند درصد از متن را فهمیدید؟

1. تقریباً هیچی
2. کمتر از 50 % متن
3. متن 50 %
4. بیشتر از 50 % متن
5. تقریباً کل متن

2. آیا معنی تمام اصطلاحات موجود در اسناد را متوجه شدید؟

1. بله، همه ی کلمات را متوجه شدم.
2. بله، به جز 1-2 کلمه.
3. بله، به جز 2-3 کلمه.
4. بله، به جز 3-4 کلمه.
5. بیشتر از 5 کلمه متوجه نشدم.

3. آیا پس از خواندن متن، میتوانید آن را با اطمینان خاطر که متن را کاملاً متوجه شده اید امضا کنید؟

1. بله
2. بله، با کمی شک
3. خیر

شکاینامه (1)

احتراماً، به استحضار عالی می‌رساند:
در مورخ 1399/02/02 رأس ساعت 9:30 صبح مشتکی عنه به اتفاق یکی از بستگان خود به درب منزل مسکونی اینجانب مراجعه کرده و بعد از مواجهه با توسل به زور مبادرت به ورود غیر قانونی به منزل و سپس ایراد صدمه عمدی نمودند. لازم به ذکر است که، فرد مشتکی عنه دارای قرابت سببی می‌باشد.
اکنون که چند ماه است که دخترم بنا بر سوء رفتار و ایراد صدمه عمدی ایشان اقامتگاه زوج را ترک و به منزل من مراجعت نموده، نامبرده به قصد ضربه زدن و انتقام‌گیری اعمال نامشروع فوق را مرتکب گردیده‌اند.
لذا، نظر به مراتب یاد شده، تقاضای رسیدگی، تعقیب و مجازات نامبرده به اتهام ورود به عنف و ایراد صدمه عمدی و عنداللزوم انجام تحقیقات محلی را دارم.

1. چند درصد از متن را فهمیدید؟

1. تقریباً هیچی
2. کمتر از 50 % متن
3. متن 50 %
4. بیشتر از 50 % متن
5. تقریباً کل متن

2. آیا معنی تمام اصطلاحات موجود در اسناد را متوجه شدید؟

4. بله، همه‌ی کلمات را متوجه شدم.
5. بله، به جز 1-2 کلمه.
6. بله، به جز 2-3 کلمه.
7. بله، به جز 3-4 کلمه.
8. بیشتر از 5 کلمه متوجه نشدم.

3. آیا پس از خواندن متن، می‌توانید آن را با اطمینان خاطر که متن را کاملاً متوجه شده اید امضا کنید؟

9. بله
10. بله، با کمی شک
11. خیر

شکایتنامه (2)

احتراما به حضور قاضی می‌رساند:

1. در تاریخ 02/02/1399 راس ساعت 9:30 صبح شخصی که از او شکایت کردم به همراه یکی از بستگان خود به درب منزل اینجانب..... آمده و به زور به صورت غیر قانونی وارد منزل اینجانب شده و سپس ضربه عمدی به اینجانب وارد کرده است.
2. لازم به ذکر است شخصی که از او شکایت کردم از بستگان سببی(فامیلی از طریق ازدواج) می‌باشد.
3. اکنون چند ماه است که دخترم به دلیل رفتارهای بد و ایجاد صدمه عمدی از جانب شوهر منزل شوهر خود را ترک کرده است و به منزل من آمده است شوهرش به قصد ضربه زدن و انتقام‌گیری، اعمال بالا را انجام داده است.
4. بنابراین، باتوجه به دلایل گفته شده، تقاضای رسیدگی، تعقیب و مجازات ایشان (شوهر دخترم) را به اتهام ورود به زور به منزل اینجانب و ایجاد صدمه عمدی و در صورت نیاز تحقیقات لازم را دارم.

1. چند درصد از متن را فهمیدید؟

1. تقریبا هیچی
2. کمتر از 50 % متن
3. متن 50 %
4. بیشتر از 50 % متن
5. تقریبا کل متن

2. آیا معنی تمام اصطلاحات موجود در اسناد را متوجه شدید؟

1. بله، همه ی کلمات را متوجه شدم.
2. بله، به جز 1-2 کلمه.
3. بله، به جز 2-3 کلمه.
4. بله، به جز 3-4 کلمه.
5. بیشتر از 5 کلمه متوجه نشدم.

3. آیا پس از خواندن متن، میتوانید آن را با اطمینان خاطر که متن را کاملا متوجه شده اید امضا کنید؟

1. بله
2. بله، با کمی شک
3. خیر

باسخنامه:

(بخش اول) اطلاعات شخصی				
نام و نام خانوادگی:				
جنسیت: <input type="checkbox"/> 1. <input type="checkbox"/> 2.				
سن: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4.				
پیشینه ی تحصیلی: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9.				
بخش دوم (سوالات مربوط به متون حقوقی)				
قرارداد خرید و فروش (1)				
سوال اول: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5.				
سوال دوم: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5.				
سوال سوم: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3.				
قرارداد خرید و فروش (2)				
سوال اول: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5.				
سوال دوم: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5.				
سوال سوم: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3.				
قرارداد خرید و فروش (3)				
سوال اول: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5.				
سوال دوم: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5.				
سوال سوم: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3.				
شروط عقدنامه (1)				
سوال اول: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5.				
سوال دوم: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5.				
سوال سوم: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3.				
شروط عقدنامه (2)				
سوال اول: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5.				
سوال دوم: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5.				
سوال سوم: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3.				
شروط عقدنامه (3)				
سوال اول: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5.				
سوال دوم: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5.				
سوال سوم: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3.				
شکایتنامه (1)				
سوال اول: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5.				
سوال دوم: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5.				
سوال سوم: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3.				
شکایتنامه (2)				
سوال اول: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5.				
سوال دوم: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5.				
سوال سوم: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3.				
شکایتنامه (3)				
سوال اول: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5.				
سوال دوم: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5.				
سوال سوم: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3.				

محل امضا

7. Questionnaire (Face-to-face study) (English)

Dear Participant,

Your participation in this study and your responses to the questions are helping the researcher reach a suitable and practical conclusion regarding the "Impact of Intralingual Translation on the Comprehensibility of Legal Texts." This study aims to explore how intralingual translation affects the comprehension of legal texts by non-legal experts. Rest assured that your responses will be anonymous and will be used solely for research purposes.

Your participation includes the following:

Answering four questions related to your personal information.

Completing a questionnaire about legal documents that you will encounter in the subsequent sections, where you will select only one option for each question.

Signing the questionnaire's consent form, indicating your consent to participate in this study.

Risks and Benefits:

No foreseeable risks for your participation in this study or opting out have been predicted, and there are no direct benefits for you as a participant.

Confidentiality:

The information collected is entirely confidential. All participants will remain anonymous, and they will not be identifiable in the subsequent publication of results. Your name has not been provided, and except for the researcher, no one else will have access to the information. Your participation will be used solely for scientific purposes.

Voluntary Participation:

Your participation in this study is entirely voluntary. Your involvement in this research is entirely your choice. If at any time you wish to withdraw your participation without explanation, you can do so.

Thank you for your cooperation.

Maryam Dehghanzadeh

(Section 1) Personal Information

Name and Surname:

Gender:

1. Female
2. Male

Age:

1. 18-30
2. 30-40
3. 40-50
4. 50-60

Educational Background:

1. Incomplete primary education
2. Attended high school but did not graduate
3. High school diploma
4. Bachelor's degree student
5. Bachelor's degree holder
6. Master's degree student
7. Master's degree holder
8. Doctoral degree student
9. Doctoral degree holder

(Section 2) (Questions Related to Legal Texts)**Purchase contract (original)**

Parties of the agreement

1-1) Seller

1-2) Purchaser

B) Object of agreement and specifications of the property

Sale of the entire 6 portions [100%] of an apartment under sub-plate No. 543 from main-plate 2, with a building area of 250 m², with three bedrooms, and the site area of 300 m², the property is situated at Neshat St, Kerman, with all legal and customary appurtenances, with no exceptions, with site and standing property, together with electricity, water, natural gas and landline telephone connections, bearing Construction Completion Certificate No. 7785 dated 21.04.2016 issued by Municipality of Dist. 1.

C) Terms and Conditions

- If the vendor has deposited the full price of the transaction to the registration fund during or after fulfilling the option of the conditions, he has the right to terminate and cancel this transaction unilaterally by presenting the relevant deposit receipt.
- The vendor is bound to pay the legal expenses including quality assurance fee, registration fees, stamp duties, debts to third parties and mortgage redemption cost.
- Should the purchaser refuse to complete the transaction in any way, he is obliged to pay the retention money of 10 million Rials, which must be paid to the other party.
- If it turns out that the property is not transferable due to force majeure reasons, and this nontransferability is related to the time of contract formation, the agreement will be deemed void and the vendor will be obliged to return the amount received to the transferee.
- The parties waive themselves from any and all options to cancel the contract, except in the case of fraud.

1.What percentage of the text did you understand?

1. Nearly nothing
2. Less than 50% of the text
3. 50% of the text
4. More than 50% of the text
5. Nearly the whole

2.Could you understand the meaning of all the terms in the documents?

1. Yes, I understood all the terms
2. Yes, except 1-2 words
3. Yes, except 2-3 words

4. Yes, except 3-4 words

5. I didn't understand more than 5 words

3. After reading the text, would you be able to sign it being confident that you know what you are agreeing to?

1. Yes

2. Yes, with some doubts

3. No

Purchase contract (original)

Sales contract

A) The parties to the contract:

1. Seller

2. Customer

B) Subject and property specifications

This contract is related to the purchase of an apartment with registration number 543, sub-2 of the original, measuring 250 square meters, featuring three bedrooms, and occupying a land area of 300 square meters. It is situated on Neshat St, Kerman, with all legal functions, customary additions, and utilities intact, including electricity, water, gas, and a telephone line. The construction of the building was completed on 02/04/2016, as confirmed by the municipality of region one under building number 7785.

C) Conditions:

- The seller, during the period in which they have the option to terminate the contract based on certain conditions, or even after exercising this right, and even when they have fully paid the entire amount for the property to the registration fund, can personally proceed with the termination of the contract by presenting the relevant deposit receipt.

- The seller is obligated to cover legal expenses including the quality assurance fee, the payment to the Endowment Organization, municipal fees in case of property price increase, debts owed to third parties, as well as the cost of releasing the title deed that was held as collateral by the bank.

- If the buyer refrains from completing the transaction in any way, they are obligated to pay the agreed-upon compensation, (for example, in the amount of 10 million Rials), to the other party.

- If it turns out that the property being traded is not transferable to the buyer due to an unpredictable natural factor that that is unrelated to both parties, and this factor exists from the beginning when the contract was concluded, the contract is void, and the seller is obligated to refund the received amount to the buyer.

- All rights to cancel the contract, including the right to cancel the contract by either party, have been relinquished in the event of discovering damages related to an unrealistic price of

the transaction. However, the right to cancel the contract remains only for the person claiming to have been deceived.

1. What percentage of the text did you understand?

1. Nearly nothing
2. Less than 50% of the text
3. 50% of the text
4. More than 50% of the text
5. Nearly the whole

2. Could you understand the meaning of all the terms in the documents?

1. Yes, I understood all the terms
2. Yes, except 1-2 words
3. Yes, except 2-3 words
4. Yes, except 3-4 words
5. I didn't understand more than 5 words

3. After reading the text, would you be able to sign it being confident that you know what you are agreeing to?

1. Yes
2. Yes, with some doubts
3. No

Marriage conditions:

- When the husband refuses to pay alimony to the wife for six months in any manner and it is not possible to make him pay the alimony, and also when the husband does not meet the wife's rights for six months and it is not possible to make him meet them.
- The husband acknowledges that the wife may continue her education as far as she deems appropriate, and wherever the circumstances require.
- The husband vests the wife with an irrevocable power of attorney, with the right to subdelegate, to apply for divorce on the part of the husband, whenever and under any circumstances, and divorce herself under any type of divorce including irrevocable, revocable, khula or consensual divorce, under any procedure, including collection or donation of dower.

• If the continuation of the marriage causes hardship and difficulty for the wife, she has the right to seek divorce by approaching the Sharia authority. If the hardship and difficulty are proven in court, the court may compel the husband to grant the divorce. In cases where compulsion is not feasible, the wife may be granted divorce with the permission of the sharia authority.

1.What percentage of the text did you understand?

1. Nearly nothing
2. Less than 50% of the text
3. 50% of the text
4. More than 50% of the text
5. Nearly the whole

2.Could you understand the meaning of all the terms in the documents?

1. Yes, I understood all the terms
2. Yes, except 1-2 words
3. Yes, except 2-3 words
4. Yes, except 3-4 words
5. I didn't understand more than 5 words

3.After reading the text, would you be able to sign it being confident that you know what you are agreeing to?

1. Yes
2. Yes, with some doubts
3. No

Marriage contract conditions:

1. If the husband avoids paying for everyday expenditures of his wife for a period of six months, for any reason, and there is no possibility to force him to pay them, and/or if the wife's rights are violated, and it is impossible to force him to pay the everyday expenditures.
2. The husband gives his wife the right to continue her education up to any level of education that she wants.
3. The husband grants his wife an irrevocable power of attorney and also gives her the right to appoint a lawyer other than herself, so that the wife has the possibility, under any

circumstances and at any time, to divorce herself in any manner she desires, with the consent of the husband. Divorce can be:

- Permanent divorce,
- Reversible divorce,
- Divorce where the wife, due to her hatred towards the husband, pays a financial amount to the husband and divorces herself,
- Divorce where both the wife and husband have hatred towards each other, and the wife pays an amount of money that is not more than the dowry, and divorces herself, in any way that allows her to either receive or waive the dowry.

4. If the continuation of the marital relationship causes unbearable hardship for the wife, the wife has the right to go to a judge and request a divorce. If unbearable hardship is registered by a court, first the court forces the husband to divorce the woman and if forcing the man does not work, the woman is divorced with the permission of a court judge.

1. What percentage of the text did you understand?

1. Nearly nothing
2. Less than 50% of the text
3. 50% of the text
4. More than 50% of the text
5. Nearly the whole

2. Could you understand the meaning of all the terms in the documents?

1. Yes, I understood all the terms
2. Yes, except 1-2 words
3. Yes, except 2-3 words
4. Yes, except 3-4 words
5. I didn't understand more than 5 words

3. After reading the text, would you be able to sign it being confident that you know what you are agreeing to?

1. Yes
2. Yes, with some doubts
3. No

Lawsuit

I, ...hereby inform that:

On the date of 02/02/2019 at 9:30 a.m., the perpetrator along with one of his relatives came to the door of my house and used force to enter the house illegally and then caused me harm intentionally.

It is worth noticing that the defendant is a relative-in-law.

Now, for several months, my daughter has left her marital home due to his mistreatment and intentional injury. She returned to my house. My daughter's husband has committed these illegal acts in order to cause harm and take revenge.

Therefore, given the above, I request the investigation, prosecution and punishment of the above-mentioned for violent entering and causing intentional injury, and, if necessary, conducting a local investigation.

1.What percentage of the text did you understand?

1. Nearly nothing
2. Less than 50% of the text
3. 50% of the text
4. More than 50% of the text
5. Nearly the whole

2.Could you understand the meaning of all the terms in the documents?

1. Yes, I understood all the terms
2. Yes, except 1-2 words
3. Yes, except 2-3 words
4. Yes, except 3-4 words
5. I didn't understand more than 5 words

3.After reading the text, would you be able to sign it being confident that you know what you are agreeing to?

1. Yes
2. Yes, with some doubts
3. No

Respectfully to the judge:

On 02/02/2019 at 9:30 am, the person I am complaining about came to my house with one of his relatives. After some forceful acts he entered my house illegally and then hit me intentionally.

It should be noted that the person I am complaining about has a relationship with me based on my daughter's marriage.

Now, for several months, my daughter has left her husband's house due to his misbehaviour and intentional harm caused by her husband, and she has come to my house. Therefore, based on the reasons stated above, I request an investigation, prosecution, and appropriate punishment for her husband's forceful entry and intentional harm. If necessary, the court can conduct the required local investigation.

1.What percentage of the text did you understand?

1. Nearly nothing
2. Less than 50% of the text
3. 50% of the text
4. More than 50% of the text
5. Nearly the whole

2.Could you understand the meaning of all the terms in the documents?

1. Yes, I understood all the terms
2. Yes, except 1-2 words
3. Yes, except 2-3 words
4. Yes, except 3-4 words
5. I didn't understand more than 5 words

3.After reading the text, would you be able to sign it being confident that you know what you are agreeing to?

1. Yes
2. Yes, with some doubts
3. No