

# LEGAL ENGLISH ASSESSMENT

## EXERCISES

Department of Law and Political Science

Module: Legal Terminology & Translation

Academic Year: 2025\_2026

**Student Instructions:** This document consists of two parts. **Part A** contains TRUE/FALSE questions based on legal texts. Read each statement carefully and note the justification provided. **Part B** contains essential legal terminology tables in English and Arabic for your review and memorization.

### PART A: TRUE/FALSE QUESTIONS WITH JUSTIFICATIONS

#### 1. THEORY OF EMERGENCY CONDITIONS

*Based on: "The Theory of Emergency Conditions and Their Impact on the Implementation of the Contractual Obligation"*

1. The theory of emergency conditions applies when an unforeseen event makes the execution of a contract absolutely impossible.

TRUE

FALSE

**Justification:** False. If the obligation becomes impossible, it falls under the theory of *Force Majeure*, which leads to contract termination. Emergency conditions apply when performance becomes *burdensome* (threatening severe loss) but remains possible.

2. The judge has the authority to intervene to completely exempt the debtor from their obligation if emergency conditions are met.

TRUE

FALSE

**Justification:** False. The judge's intervention is not to exempt the debtor, but to *modify* the obligations (e.g., reducing the burdensome obligation) to a reasonable limit to restore economic balance.

3. The theory of emergency conditions is considered a matter of Public Order, meaning parties cannot agree in advance to exclude its application.

TRUE

FALSE

**Justification:** True. The Algerian legislator (Article 107 of the Civil Code) considers this theory a matter of public order to prevent abuse of contractual dominance. Any agreement to exclude it is void.

4. The judge may apply the theory of emergency conditions on their own motion (*sua sponte*) without a request from the debtor.

TRUE

FALSE

**Justification:** False. Although it is a matter of public order, the phrase "the judge may" implies that the judge does not apply it unless the debtor explicitly adheres to it or requests it.

5. The theory applies to aleatory contracts, such as stock market speculation, because the risk of loss is unforeseen.

TRUE

FALSE

**Justification:** False. The prevailing view is that the theory does not apply to aleatory contracts (contracts based on chance) because risk and potential for significant loss are inherent to the nature of these contracts.

## 2. DOMESTIC CRIMES & MARITAL RELATIONS

*Based on: "Recent Developments in Domestic Crimes from the Perspective of Marital Relations"*

1. Under Law No. 15-19, the Algerian legislator criminalizes only physical forms of marital violence, such as beating and wounding.

TRUE

FALSE

**Justification:** False. The law has expanded to include *moral violence* (also known as psychological or symbolic violence), which includes verbal abuse, emotional manipulation, threats, and family neglect.

2. Digital violence against women is recognized as an emerging criminal pattern that includes hacking, impersonation, and electronic tracking.

TRUE

FALSE

**Justification:** True. UN Women and legal analysis identify six forms of digital violence, including hacking personal accounts, impersonating the victim, and electronic stalking/tracking.

3. "Electronic infidelity" is legally considered a harmless virtual practice that does not impact family cohesion.

TRUE

FALSE

**Justification:** False. Electronic infidelity is described as a "new type of infidelity" that threatens the stability of family relationships, destroys trust, and may turn into tangible reality, severely undermining family cohesion.

4. The Algerian legislator is pursuing a strategy titled "Towards Zero Violence Against Women in 2030."

TRUE

FALSE

**Justification:** True. The text explicitly mentions that the legislator seeks to implement this strategy within the context of combating violence against women.

5. Procedural measures adopted by the judiciary to combat domestic crime include remote trials and restrictions on withdrawing complaints in certain cases.

TRUE

FALSE

**Justification:** True. The text lists procedural developments such as the modernization of the justice sector (remote trials) and placing restrictions on moving public action (complaint requirements in adultery).

### 3. DNA & DIGITAL EVIDENCE IN FAMILY LAW

*Based on: "DNA Fingerprinting and Digital Evidence" sections*

1. In Algerian judicial practice, DNA fingerprinting is the primary evidence used to negate lineage, overriding the presumption of the "legal bed" (marriage).

TRUE

FALSE

**Justification:** False. According to Supreme Court Decision No. 1246037, it is not permissible to rely on DNA to negate lineage if it contradicts the legal presumption of marriage (*Al-Firash*). DNA comes in a lower rank after traditional legal evidence.

2. Digital evidence obtained by hacking a spouse's device without judicial authorization is generally admissible in court to prove infidelity.

TRUE

FALSE

**Justification:** False. The legitimacy of digital evidence depends on obtaining it through legal means. Evidence obtained by violating privacy (hacking without a warrant) is considered null and excluded from evidence.

3. The Supreme Court (Decision No. 1191251) allows proving adultery through strong circumstantial evidence without requiring witnesses to the actual act.

TRUE

FALSE

**Justification:** True. The text cites this decision, stating that adultery can be proven through strong presumptions/circumstantial evidence without requiring the witnessing of the act itself.

4. The Algerian Family Code (Article 40) explicitly uses the term "DNA Fingerprinting" as the required method for proving lineage.

TRUE

FALSE

**Justification:** False. The legislator used the general phrase "scientific methods" in Article 40, not the specific term "DNA fingerprinting," although the intent encompasses such modern technologies.

5. Digital evidence, such as stored text messages and multimedia files, has become a pivotal element in proving emerging domestic crimes.

TRUE

FALSE

**Justification:** True. Digital evidence covers stored data (messages, emails, photos) and is essential for proving crimes like electronic infidelity and cybercrimes within the marital relationship.

## 4. ENGLISH & AMERICAN CONTRACT LAW

*Based on: "INTRODUCTION TO ENGLISH AND AMERICAN LAW" and "Comparative Contract Law Study"*

1. In English and American law, 'Consideration' refers to the mental element of intention required to form a binding contract.

TRUE

FALSE

**Justification:** False. Consideration is the *price of the promise* or the "counterpart" (quid pro quo). It is a benefit to one party or a detriment to the other. It is an essential element for contract formation alongside offer and acceptance, distinct from intention.

2. Under the 'Mirror Image Rule' in American law (common law), an acceptance must match the terms of the offer exactly to form a valid contract.

TRUE

FALSE

**Justification:** True. The mirror image rule requires that the acceptance be an unconditional agreement to all the terms of the offer. If the recipient modifies the terms, it is considered a counter-offer, not an acceptance (though the UCC has modified this for sale of goods).

3. The 'Four Corners Test' is a rule used by American courts to interpret a contract solely based on the text contained within the written document itself.

TRUE

FALSE

**Justification:** True. This rule limits the interpretation of a written contract to the four corners of the document. Oral evidence (parol evidence) contradicting the written terms is generally not admitted if the contract is integrated.

4. A unilateral contract in American law is identical to a unilateral contract in French/Civil law (where only one party has obligations).

TRUE

FALSE

**Justification:** False. In American law, a unilateral contract involves an exchange of a promise for an act (performance), whereas in French law, a unilateral contract refers to an agreement where only one party is obligated (like a donation).

5. The Statute of Frauds requires that all contracts must be written to be legally valid and enforceable in court.

TRUE

FALSE

**Justification:** False. The Statute of Frauds applies only to *specific types* of contracts (e.g., sale of land, contracts over a certain value, debts of another). Most contracts can be oral. Furthermore, the statute only requires "written evidence" of the contract, not necessarily a formal written contract.

6. 'Unconscionability' is a doctrine in American law that allows a court to refuse to enforce a contract that is grossly unfair or oppressive to one party.

TRUE

FALSE

**Justification:** True. The concept of unconscionability protects against injustice that "offends the conscience." It can be procedural (unfair bargaining process/hidden terms) or substantial (grossly unfair terms/price).

7. In American law, silence by the offeree generally constitutes acceptance of an offer.

TRUE

FALSE

**Justification:** False. The general principle is that silence does not constitute consent. Exceptions exist only in specific cases such as previous and repeated business dealings between the parties.

## 5. FAMILY LAW & DIVORCE

*Based on: "Family Law - Divorce Vocabulary" and general legal principles*

1. A 'Decree Nisi' is the final legal judgment that officially dissolves a marriage and allows the parties to remarry.

TRUE

FALSE

**Justification:** False. A Decree Nisi is a provisional or conditional order stating that the court sees no reason why the divorce shouldn't be granted. The marriage is only officially dissolved upon the granting of the *Decree Absolute*.

2. 'No-fault divorce' refers to a divorce granted based on the mutual consent of the parties without requiring proof of wrongdoing (fault) by either spouse.

TRUE

FALSE

**Justification:** True. As indicated in the vocabulary table ("par consentement mutuel"), no-fault divorce allows dissolution based on mutual agreement or irremediable breakdown rather than specific matrimonial offenses like adultery or cruelty.

3. An 'Irrevocable Divorce' (Talaq Ba'in) allows the husband to take his wife back during her waiting period (Iddah) without a new marriage contract.

TRUE

FALSE

**Justification:** False. This definition applies to *Retractable Divorce* (Talaq Raj'i). An irrevocable divorce terminates the marriage immediately, and remarriage requires a new contract (and sometimes other conditions depending on the degree of irrevocability).

4. 'Custody' refers to the legal right and responsibility to care for and make decisions about a child's upbringing, whereas 'Access' refers to visitation rights.

TRUE

FALSE

**Justification:** True. Custody (Hadanah/Garde) involves physical care and control, while Access (Droit de visite/Haq al-ziyara) is the right of the non-custodial parent to visit and spend time with the child.

5. 'Marital Property' (Acquêts) generally refers to assets acquired by either spouse during the course of the marriage which are subject to division upon divorce.

TRUE

FALSE

**Justification:** True. Marital property (community property) includes assets accumulated during the marriage, as opposed to separate property owned before marriage. This concept is central to financial settlements in divorce.

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## PART B: LEGAL TERMINOLOGY TABLES

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### 1. EMERGENCY CONDITIONS TERMINOLOGY

English Term	Arabic Term	Definition / Context
Theory of Emergency Conditions	نظرية الظروف الطارئة	Legal doctrine allowing contract modification when unforeseen events disrupt economic balance.
Burdensome Obligation	التزام مرهق	An obligation that becomes extremely difficult or costly to perform, threatening severe loss.
Force Majeure	القوة القاهرة	Unforeseeable, unavoidable event making performance absolutely impossible.
Public Order	النظام العام	Fundamental principles of law that cannot be set aside by private agreement.
Unforeseen Event	حادث غير متوقع	An event that could not have been anticipated by a reasonable person at the time of contracting.
Economic Balance	التوازن الاقتصادي	The equilibrium between the parties' obligations and benefits in a contract.
Modification of Contract	تعديل العقد	Judicial intervention to alter contract terms to restore fairness.
Reasonable Limit	الحد المعقول	The extent to which a judge may reduce a burdensome obligation.
Debtor / Creditor	المدين / الدائن	Parties to the obligation; the debtor owes performance, the creditor is entitled to it.
Severe Loss	خسارة فادحة	Financial loss exceeding customary commercial risks.
Binding Force of Contract	القوة الملزمة للعقد	Principle that contracts must be performed as agreed (Pacta Sunt Servanda).
Judicial Intervention	تدخل قضائي	The act of a judge stepping in to modify or interpret contractual terms.
Contractual Justice	العدالة العقدية	Fairness and equity within the contractual relationship.
Aleatory Contract	عقد احتمالي (عقد غرر)	A contract where performance depends on an uncertain event (chance).
Supply Contract	عقد توريد	Long-term contract for the provision of goods or services.

## 2. DOMESTIC CRIMES TERMINOLOGY

English Term	Arabic Term	Definition / Context
Domestic Crime	الجريمة الأسرية	Criminal acts committed within the family or household unit.
Marital Violence	العنف الزوجي	Violence perpetrated by one spouse against the other.
Physical Violence	العنف الجسدي	Use of physical force resulting in bodily harm or injury.

English Term	Arabic Term	Definition / Context
Moral / Psychological Violence	العنف المعنوي / النفسي	Non-physical abuse such as threats, insults, and emotional manipulation.
Digital Violence	العنف الرقمي	Abuse facilitated by technology (internet, social media, devices).
Electronic Blackmail	الابتزاز الإلكتروني	Threatening to reveal private information online to coerce the victim.
Hacking	القرصنة / الاختراق	Unauthorized access to digital devices or accounts.
Impersonation	انتحال الشخصية	Pretending to be another person (the victim) to cause harm.
Electronic Tracking / Stalking	التعقب / الملاحقة الإلكترونية	Monitoring a person's activities or location using technology.
Family Neglect	الإهمال العائلي	Failure to provide necessary care or support to family members.
DNA Fingerprinting	البصمة الوراثية	Scientific method for identifying individuals based on genetic makeup.
Proof of Lineage	إثبات النسب	Establishing the legal parent-child relationship.
Legal Bed (Al-Firash)	الفراش الشرعي	Presumption of paternity based on valid marriage.
Digital Evidence	الدليل الرقمي	Data stored or transmitted electronically used as evidence in court.
Electronic Infidelity	الخيانة الإلكترونية	Extramarital relationships conducted via digital platforms.
Penal Code	قانون العقوبات	The body of laws defining crimes and offenses.

### 3. CONTRACT LAW TERMINOLOGY

English Term	Arabic Term	Definition / Context
Contract	عقد	A legally binding agreement creating rights and obligations.
Offer	إيجاب / عرض	A proposal to enter into a contract on specific terms.
Acceptance	قبول	Unconditional agreement to the terms of the offer.
Consideration	المقابل / العوض	Something of value exchanged for a promise (price of the promise).
Meeting of Minds (Consensus ad idem)	تطابق الإرادتين	Mutual agreement and understanding of the contract terms.

English Term	Arabic Term	Definition / Context
Bilateral Contract	عقد ملزم للجانبين (تبادلي)	Contract where both parties exchange promises.
Unilateral Contract	عقد أحادي (في القانون الأمريكي)	Contract formed by exchanging a promise for an act/performance.
Express Contract	عقد صريح	Contract with terms explicitly stated orally or in writing.
Implied-in-fact Contract	عقد ضمني	Contract inferred from the conduct of the parties.
Breach of Contract	خرق العقد / إخلال بالعقد	Failure to perform contractual obligations.
Damages	تعويضات	Monetary compensation for loss or injury.
Specific Performance	تنفيذ عيني	Court order compelling a party to perform their specific obligation.
Misrepresentation	تدليس / تمثيل كاذب	False statement of fact inducing a party to contract.
Duress	إكراه	Threats or force used to compel someone to sign a contract.
Undue Influence	تأثير غير مشروع	Taking advantage of a position of power over another person.
Mistake	غلط	Error regarding facts or law affecting the contract.
Unconscionability	غبين فاحش / جور	Extreme unfairness making a contract unenforceable.
Statute of Frauds	قانون الاحتيال (تشكليات الكتابة)	Law requiring certain contracts to be in writing to be enforceable.
Promissory Estoppel	الإغلاق الحكمي الوعدي	Doctrine preventing a promisor from withdrawing a promise if the promisee relied on it to their detriment.
Mirror Image Rule	قاعدة التطابق التام	Rule that acceptance must exactly match the offer.

#### 4. FAMILY LAW & DIVORCE TERMINOLOGY

English Term	Arabic Term	Definition / Context
Divorce / Dissolution	طلاق / فسخ الزواج	Legal termination of a marriage.
Grounds for Divorce	أسباب الطلاق	Legal reasons justifying the dissolution of marriage.
Adultery	زنى / خيانة زوجية	Voluntary sexual intercourse between a married person and someone not their spouse.
Desertion / Abandonment	هجر / ترك بيت الزوجية	Willful abandonment of one spouse by the other without consent.

English Term	Arabic Term	Definition / Context
Irremediable Breakdown	انحلال الحياة الزوجية / شقاق	Situation where the marriage cannot be saved.
Petition for Divorce	عريضة طلاق / طلب طلاق	Formal request to a court to end a marriage.
Decree Nisi	حكم مؤقت بالطلاق	Provisional divorce order (waiting period before finalization).
Decree Absolute	حكم نهائي بالطلاق	Final order officially ending the marriage.
Retractable Divorce	طلاق رجعي	Divorce where the husband can take the wife back during the waiting period.
Irrevocable Divorce	طلاق بائن	Divorce that terminates the marriage immediately and completely.
Judicial Separation	تفرقة قضائية / انفصال جسماني	Court order allowing spouses to live apart without divorcing.
Annulment	فسخ / إبطال الزواج	Declaration that a marriage was never legally valid (void).
Custody	حضانة	Legal right/duty to care for a child (physical & legal custody).
Access / Visitation	حق الزيارة	Right of the non-custodial parent to spend time with the child.
Maintenance / Alimony	نفقة	Financial support paid by one spouse to the other after separation.
Marital Property	أموال مشتركة / ذمة مالية مشتركة	Assets acquired during marriage subject to division.
Settlement	تسوية / اتفاق	Agreement resolving disputes (financial/custody) between parties.
Single Parent Family	أسرة وحيدة الوالد	Family with children headed by only one parent.
Blended Family	أسرة مركبة (أعيد تشكيلها)	Family consisting of a couple and their children from this and all previous relationships.