

Original Paper

The E-C Translation of Long Sentences in Legal Texts—With the Translation of an *Agreement for the Sale and Purchase of Shares* as an Example

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Abstract

Since the implementation of the reform and opening-up policy, international exchanges between China and foreign countries have increased enormously. In order to guarantee the smooth progress of such economic activities, parties involved tend to establish official trade relationships through signing commercial contracts. Given that such contracts are usually drafted in English, which is the most common language in international communication, it is indispensable to translate them into Chinese for the convenience of Chinese companies. Although legal English tend to be simplified nowadays, there still exist many long sentences with complex structures in legal texts, the translation of which has long been regarded as the most difficult thing in legal translation. In this paper, the author will introduce such practical methods as Cutting, Reversing and Recasting for translating long sentences in legal texts with examples from an Agreement for the Sale and Purchase of Shares. It is hoped that this paper can become a reference for other legal translators.

Keywords

legal translation, long sentences, translation methods

1. Introduction

Since the implementation of the reform and opening-up policy, the past forty years has witnessed the fast development of China's economy, which has attracted numerous entrepreneurs from various countries and districts to invest in China. In order to guarantee the smooth progress of such economic activities, it is necessary to sign up international business contracts, which are the basic legal documents for establishing official relationships. As the parties involved may speak different languages, legal documents are needed to be prepared in different versions accordingly.

Although translations of legal documents are among the oldest and most important in the world, legal translation has long been neglected in both translation and legal studies (Šarčević, 1997). In the past, legal texts were often regarded as a part of technical texts or as a type of official documents, but actually they are much more complicated than texts of other types. On the one hand, they contain a large number of legal terminology and complex sentences; on the other hand, they involve professional legal knowledge. Therefore, compared with other translations, legal translation is relatively demanding, which requires translators to have both translation skills and specialized knowledge in the field of law. The main reason why legal English is distinctive is not its lexical features but its syntactic features (Fu, 2007). According to Lu Min (2008), at syntactic level legal texts are characterized by such five features as 1) the use of declarative sentences, 2) the use of complete sentences, 3) the use of long sentences, 4) the use of nominalization and 5) the use of fixed sentence patterns. In this paper, the author will focus on the translation of long sentences and present with examples some methods to deal with them effectively.

2. Principles of Legal Translation

Translation principle, the criterion for translation practice, is a core problem that translators have to identify at the very beginning, and practical principles are of great significance for improving the quality of translation. As for the principles of legal translation, many scholars have provided their viewpoints. For example, Qiu Guixi (2000) advances five principles in translating legal documents, which are 1) the principle of using formal words and expressions, 2) the principle of preciseness, 3) the principle of conciseness, 4) the principle of term consistency and 5) the principle of using legal terms; Li Kexing and Zhang Xinhong (2006) outline six basic principles of legal translation, namely 1) accuracy and precision, 2) identity and consistency, 3) clarity and concision, 4) professionalism, 5) standardized language and 6) team work; Zhang Falian (2009) puts forward such four basic principles of legal translation as 1) accuracy and precision, 2) clarity and concision, 3) identity and consistency and 4) standardized language; and Dong Xiaobo (2011) summarizes four principles on the basis of the principles proposed by other scholars: 1) the principle of accuracy and equivalence, 2) the principle of identity and consistency, 3) the principle of professionalism and standardization and 4) the principle of concision and clarity.

It seems that such principles are fairly similar but actually they are quite different. In addition to the distinctions of their contents, there also exist apparent differences between their orders, which reflect that the emphasis of different scholars on such principles differs. As far as the author is concerned, translators should always give priority to the principle of accuracy and precision, making sure the target text is as faithful to the source text as possible. Besides, it is necessary to pay attention to the logic of the target text, making it readable and understandable. Last but not least, standardized language and term consistency are also important during the translation practice.

3. Translation Methods for Long Sentences in Legal Texts

As Faulk and Mehler (1996) pointed out, legal writers often include several important ideas in one long, complex sentence, which results in confusion and misunderstanding on the part of the reader. Therefore, the translation of long sentences has long been regarded as the most difficult thing in the process of legal translation. When translating such long sentences in legal texts, the following methods, namely Cutting, Reversing and Recasting, are proved to be highly practical in the translation practice. The author will present them with examples from the translation of an *Agreement for the Sale and Purchase of Shares*, which is a task entrusted to her by a law firm dealing with legal cases concerning foreign affairs. In respect of this case, a company in Hong Kong intends to purchase the shares of a company in the Chinese Mainland, and this *Agreement for the Sale and Purchase of Shares* is made to stipulate the rights and obligations of the related parties. It is drafted in English so the author is requested to translate it from English into Chinese. Given that the agreement is strictly confidential, the real information of the involving parties has been concealed.

3.1 Cutting

Generally speaking, Chinese speakers tend to use short sentences instead of long ones. So cutting (also known as dividing) – as its name implies, to cut a long sentence into several short parts according to its sense groups – is the most common and effective method to translate long sentences into Chinese (Liu, 1986). By means of cutting, translators can basically retain the word order of the source text and effectively reduce omissions in translation so as to ensure that the target text is as faithful to the source text as possible.

According to Lian Shuneng (2010), English is hypotactic while Chinese is paratactic. To be more specific, English speakers tend to use cohesive ties of various types to connect words, phrases and clauses while Chinese speakers tend to arrange the clauses one after another without connectives showing the relation between them. Such cohesive ties include conjunctions, prepositions and participles, at which sentences are usually cut. Here are two examples:

Example 1: [*] Limited (the "Company") is a company incorporated under the Companies Ordinance // with registered number [*] // whose registered office is at [*] // and as at the date hereof has an authorised capital of HK\$[*] // divided into [*] ordinary shares of HK\$[*] each, // all of which shares have been issued and are fully paid up and are beneficially owned by the Vendors in the manner set out in Schedule 1.

Translation: [*]有限公司（“本公司”）是一家根据《公司条例》成立的公司，注册号为[*]，注册地址位于[*]，截至本协议签署日持有法定股本[*]港元，划分为每股[*]港元的[*]股普通股，其中全部股份已获发行、全额缴足且由卖方按照附件 1 中所列方式实益拥有。

This is a sentence frequently seen at the beginning of contracts and agreements to introduce the basic information of a company. It is slightly long with over sixty words but few punctuations in one sentence, which is rarely seen in Chinese texts. To keep in line with the habit of Chinese readers, it is necessary to cut it into several short parts in the process of translation. After making an analysis on its

main idea and the layout of the structure, the author finds that Example 1 is a compound sentence with the conjunction “and” connecting two simple sentences “[*] Limited... is a company” and “([*] Limited) has an authorised capital of HK\$[*]”, and there are many attributives with “incorporated under the Companies Ordinance”, “with registered number [*]” and “whose registered office is at [*]” modifying “a company”, “divided into [*] ordinary shares of HK\$[*] each” modifying “an authorised capital of HK\$[*]” and “all of which shares have been issued...” modifying “[*] ordinary shares”. As is shown in the example above, she uses “//” as the mark of cutting. After cutting it into six short parts, she translates them in sequence and then links them together with commas, which is much easier to handle than translating a long sentence in whole.

Example 2: Following the preparation of such draft accounts, // the Company shall submit them to the Purchaser's Accountants and the Auditors // who shall conduct a joint audit applying the same bases and principles referred to in Clause 7.02 // and produce the Completion Accounts and a joint certificate as to the amount of the Net Assets and the Net Profit.

Translation: 编制该等账目草案后，本公司应将其提交给买方会计师和核数师，买方会计师和核数师应采用第 7.02 条所提及的同一基准原则进行联合审计，并提供交割账目及净资产、净利润金额的联合证明。

The sentence above is slightly long with the main clause followed by an attributive clause illustrating the duty of the Purchaser's Accountants and the Auditors. As the subordinate clause is fairly long, it is separated from the main clause. However, attention should also be paid to the cohesion of the discourse. To make the translation clear and fluent, the head word “the Purchaser's Accountants and the Auditors” is repeated when translating its attributive clause “who shall conduct a joint audit applying the same bases and principles referred to in Clause 7.02 and produce the Completion Accounts and a joint certificate as to the amount of the Net Assets and the Net Profit”, which complies with the habit of Chinese readers.

3.2 Reversing

Compared with English, Chinese is relatively restrictive in its word order (Liu, 1992). Generally speaking, in Chinese sentences are likely to be arranged in logical order, for example, causes are generally placed before results, but in English they are apt to be free. Therefore, sometimes the translator needs to reverse the order of the clauses so as to comply with Chinese expressions.

Example 3: References herein to Clauses and Schedules are to clauses in and schedules to this Agreement // unless the context requires otherwise // and the Schedules to this Agreement shall be deemed to form part of this Agreement.

Translation: 除文意另有要求外，本协议中所提及的条款和附件均指本协议的条款和附件，且本协议的附件应被视为构成本协议的一部分。

Example 4: The Purchaser shall not be obliged to complete the purchase of any of the Shares // unless the purchase of all of the Shares is completed simultaneously.

Translation: 除非同时完成所有股份购买，否则买方没有义务完成任何股份购买。

In the two examples above, both main clauses are followed by an adverbial sentence of condition, which is commonly seen in English, but in Chinese conditions are usually introduced first. Accordingly, the author reverses the order of the clauses. Besides, it should be noted that in Chinese some conjunctions are usually used in pairs. For example, “*chufei* (除非)” is usually used together with “*fouze* (否则)”. Therefore, a conjunction is added in the target text as is shown in Example 4.

However, reversing is just an alternative method for linear translation rather than the only way of translating such sentences. For example:

Example 5: Each of the parties hereto undertakes // that prior to Completion [and thereafter] it will not // (save as required by law or any rule of any relevant stock exchange) // make any announcement in connection with this Agreement // unless the other parties hereto shall have given their respective consents to such announcement // (which consents may not be unreasonably withheld and may be given either generally or in a specific case or cases and may be subject to conditions).

Translation: 本协议各方承诺, 在交割前[及交割后] (除法律或任何相关证券交易所的任何规则另有要求外) 将不会作出与本协议相关的任何公告, 除非其他各方均已同意该公告 (该同意不得被不合理拒绝, 可以普遍作出或根据个案作出, 也可以受限于各项条件)。

It should be noted that linear translation is always the first choice at any time. Accordingly, the author retains the word order of the source text in Example 5 with the adverbial clause of condition following the main clause, which seems uncommon in Chinese but the target text is still readable.

3.3 Recasting

By means of recasting, translators, based on accurate comprehension of the source text, rearrange the structure of the sentence without considering the original one. In other words, the translator should exactly convey the idea of the original to the reader in his own wording sequence (Xu, 2001). Recasting requires translators to have absolute control over both the English and the Chinese languages, and it is considered to be a difficult translation technique to grasp.

Example 6: If the conditions set out in Clause 4.01 shall not have been fulfilled (or waived in accordance with Clause 4.02) by [*], // [either] this Agreement and everything herein contained [other than Clauses [*] as aforesaid] shall, // subject to the liability of [any party to the others] [either party to the other] in respect of any breaches of the terms hereof, // including the obligations under Clause 4.03, // be null and void and of no effect // [or the Purchaser may, at its option, proceed to Completion (without prejudice to its rights hereunder)].

Translation: 如果第 4.01 条所列条件未能在[*]之前予以满足 (或根据第 4.02 条予以放弃), 受限于就任何违反本协议条款 (包括第 4.03 条的义务) [某一方对其他各方] [任一方对另一方] 需承担的责任, 本协议及其中所有事项 [上述第[*]条除外] 应告无效 [或者 (在不损害本协议项下买方权利的情况下) 买方可以自行选择是否进行交割]。

With regard to Example 6, it is a rather difficult sentence with a fairly complicated structure. For the convenience of understanding, the author first cuts it according to the sense groups into such six parts as follows:

- (1) If the conditions set out in Clause 4.01 shall not have been fulfilled (or waived in accordance with Clause 4.02) by [*],
- (2) [either] this Agreement and everything herein contained [other than Clauses [*] as aforesaid] shall,
- (3) subject to the liability of [any party to the others] [either party to the other] in respect of any breaches of the terms hereof,
- (4) including the obligations under Clause 4.03,
- (5) be null and void and of no effect
- (6) [or the Purchaser may, at its option, proceed to Completion (without prejudice to its rights hereunder)].

After careful analysis, the structure of the sentence gradually becomes clear. To be more specific, the first part is an adverbial clause of condition, and the second part should be connected with the fifth part, which, together with the sixth part, is the main clause. The third part is an adverbial phrase modifying “[either] this Agreement and everything herein contained [other than Clauses [*] as aforesaid] shall be null and void and of no effect”, and the fourth part is a prepositional phrase modifying “the terms hereof”. Considering the expression habit of the Chinese language, the author makes some necessary adjustments, inserting the fourth part into the third one by means of parenthesis and rearranging the order of the clauses. Then she translates each part in sequence, and finally links them together with commas.

Example 7: Subject as hereinafter provided, // the Vendors hereby undertake to indemnify and keep indemnified the Purchaser (for itself and as trustee for [the Company] [each member of the Group]) and [the Company] [each member of the Group] // against any loss or liability suffered by the Purchaser or [the Company] [any member of the Group] // including, but not limited to, any diminution in the value of the assets of or shares in [the Company] [any member of the Group], any payment made or required to be made by the Purchaser or [the Company] [any member of the Group] and any costs and expenses incurred as a result of or in connection with any Claim falling on [the Company] [any member of the Group] // resulting from or by reference to any income, profits or gains earned, accrued or received on or before the date hereof or any event on or before the date hereof // whether alone or in conjunction with other circumstances // and whether or not such taxation is chargeable against or attributable to any other person, firm or company.

Translation: 受限于本契据下文规定, 如果因或就本契据签署日当日或之前所赚取、累计或收取的任何收入、利润或收益或者于本契据签署日当日或之前所发生的任何事件(无论单独或连同其他情形, 无论该等税款针对或归因于任何其他人士、商号或公司而征收)而使[本公司][本集团任何成员]面临任何索赔, 对于因或就该等索赔导致买方或[本公司][本集团每位成员]而遭受的任何损失或责任(包括但不限于[本公司][本集团任何成员]的资产或股份减值、买方或[本公司][本集团任何成员]已支付或被要求支付的任何款项以及任何费用及开支), 卖方特此承诺向买方(为其自身并作为[本公司][本集团每位成员]的受托人)及[本公司][本集团每位成员]作出

赔偿并使之获得赔偿。

The sentence above is a typical indemnity clause, which is the provision in a contract under which one party (or parties) commits to compensate the other (or the others) for any harm, liability, or loss arising out of the contract. It is fairly long with more than 100 words, which is quite difficult to understand, let alone to translate it. To make it clear, the author first cuts the sentence into such eight parts as follows:

- (1) Subject as hereinafter provided,
- (2) the Vendors hereby undertake to indemnify and keep indemnified the Purchaser (for itself and as trustee for [the Company] [each member of the Group]) and [the Company] [each member of the Group]
- (3) against any loss or liability suffered by the Purchaser or [the Company] [any member of the Group]
- (4) including, but not limited to, any diminution in the value of the assets of or shares in [the Company] [any member of the Group], any payment made or required to be made by the Purchaser or [the Company] [any member of the Group] and any costs and expenses incurred
- (5) as a result of or in connection with any Claim falling on [the Company] [any member of the Group]
- (6) resulting from or by reference to any income, profits or gains earned, accrued or received on or before the date hereof or any event on or before the date hereof
- (7) whether alone or in conjunction with other circumstances
- (8) and whether or not such taxation is chargeable against or attributable to any other person, firm or company.

By means of cutting, the layers of the sentence become obvious. Generally speaking, the event described in the indemnity clause can be divided, according to causality, into three steps: 1) a third-party claim (or claims) occurring, 2) losses, damages or liability arising, and 3) one party undertaking to compensate the other. According to Lian Shuneng (2010), English is right-branching while Chinese is left-branching. Therefore, it is necessary to make some adjustments when translating such sentences. To satisfy Chinese readers, the author rearranges the event in chronological order, which is (6)-(5)-(3)-(2). As the fourth part modifies the third part and the seventh together with the eighth modifies the sixth, they are inserted into the trunk accordingly, and the final structure comes to (1)-(6)-(7)-(8)-(5)-(3)-(4)-(2). Then she translates each part in sequence and links them together with punctuations.

Example 8: The Vendors [Warrantors] hereby undertake to indemnify and keep indemnified the Purchaser (for itself and as trustee for [the Company] [each member of the Group]) // against any loss or liability suffered by the Purchaser or [the Company] [any member of the Group] as a result of or in connection with any breach of any of the said representations, warranties and undertakings // including, but not limited to, any diminution in the value of the assets of and any payment made or required to be made by the Purchaser or [the Company] [any member of the Group] and any costs and expenses

incurred as a result of such breach // provided that the indemnity contained in this Clause shall be without prejudice to any other rights and remedies of the Purchaser in relation to any such breach of representation, warranty or undertaking // and all such other rights and remedies are hereby expressly reserved to the Purchaser.

Translation: 对于任何因违反上述陈述、保证及承诺的行为或与之相关的行为而导致买方或[本公司][本集团任何成员]所遭受的任何损失或责任(包括但不限于买方或[本公司][本集团任何成员]的资产减值、已支付或须支付任何款项以及因该违约行为而产生的任何费用和开支), 卖方[保证人]特此承诺向买方(为其自身且作为[本公司][本集团每位成员]的受托人)作出赔偿并使之获得赔偿, 但是本条款所述赔偿不得损害买方就任何该等陈述、保证或承诺的违反行为所享有的任何其他权利和补救, 且买方特此明确保留所有该等其他权利和补救。

Example 8 is quite similar to Example 7, so it can be translated in the same way as the former one. Firstly, the author cuts the sentence according to the sense groups:

- (1) The Vendors [Warrantors] hereby undertake to indemnify and keep indemnified the Purchaser (for itself and as trustee for [the Company] [each member of the Group])
- (2) against any loss or liability suffered by the Purchaser or [the Company] [any member of the Group]
- (3) as a result of or in connection with any breach of any of the said representations, warranties and undertakings
- (4) including, but not limited to, any diminution in the value of the assets of and any payment made or required to be made by the Purchaser or [the Company] [any member of the Group] and any costs and expenses incurred as a result of such breach
- (5) provided that the indemnity contained in this Clause shall be without prejudice to any other rights and remedies of the Purchaser in relation to any such breach of representation, warranty or undertaking
- (6) and all such other rights and remedies are hereby expressly reserved to the Purchaser.

Secondly, she recasts the structure of the sentence according to the logical order: (3)-(2)-(4)-(1)-(5)-(6). And finally she translates each part in sequence and links them together with punctuations.

4. Conclusion

Basically, there are two steps in the E-C translation of long sentences in legal texts – comprehension and expression. As for comprehension, it is necessary for translators to be familiar with the features of English sentences so as to make analysis on the sentence structures and make clear the logic of the source text; as for expression, it is necessary for translators to be flexible in adopting proper translation methods so as to make adjustments accordingly and ensure the accuracy as well as the fluency of the target text. In this paper, the author has illustrated three practical methods – Cutting, Reversing and Recasting – based on her translation practice. But still there are some other methods to be further studied. However, as the saying goes, practice is the sole criterion for testing truth, which is especially true with translation. Although reading theoretical books or reading translated works by others can

enlighten translators to some extent, the only way to improve the translation skills of their own is to practice in person. It is hoped that other translators can also summarize and even innovate practical translation methods for translating long sentences in legal texts through translation practice.

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