

A Study on Stylistic Features and E-C Translation Skills of International Business Contract

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Abstract

With China's Reform and Opening-up Policy, especially her entrance into WTO, China's international trades are mushrooming. As is known to all, most contracts of international trades are written in English which have intensely accurate vocabularies, well-structured organization and standardized forms. This paper analyzes international business contracts' stylistic features such as lexical features, use of terminology, use of archaic words, juxtaposition of synonyms, frequent use of long sentences and passive tenses. Then the author tries to offer E-C translation skills correspondingly guided by Nida's functional equivalence theory. It is believed that with a good understanding of the source text and command of both languages as well as related knowledge, E-C functional equivalence translation of IBC can be realized effectively.

Key words: IBC(International Business Contract); stylistic features; Functional Equivalence Theory; E-C translation techniques;

INTRODUCTION

International business contracts refer to such articles of agreements made by related parties in accordance with laws and put into notarization so as to ensure their rights and obligations. Both of the related parties should absolutely obey the stipulated articles. With the rapid development of China's foreign trade, especially its step into WTO, China becomes increasingly active in foreign trades. However, there are also more and more problems between Chinese and foreign business engagements which occur more frequently than before. And many of those problems result from the translation mistakes in contracts. To put it more accurate, some party involved in contract consciously or unconsciously avoids his responsibilities and obligations because of those loopholes in contracts causing some contract disputes accordingly. Those loopholes fail to clearly stipulate the rights and obligations of each party, as a consequence of inadequate terms, ambiguous meaning, loose structure, unspecific reference and so forth. Hence, even a minor mistake may result in troubles even failure of trades. We should be sober-minded about the increasing importance of exact translation of business English contracts. This paper mainly studies the lexical features, syntactic features of international business contract and their Chinese translation techniques guided by Nida's Functional Equivalence Theory.

BRIEF INTRODUCTION OF FUNCTIONAL EQUIVALENCE THEORY

Eugene A. Nida is one of the most famous representatives of linguistic group in western countries. He was skilled in many country's languages and made investigations on more than one hundred languages. During his academic research, he was engaged in various fields such as linguistics, semantics, anthropology and communication engineering. He was also involved in the translation of Bible. By fifty years of translation practices and theoretical researches, he put forward the world-renowned Functional Equivalence Theory. He holds the view that

translation dose not only mean lexical equivalence but also semantic and stylistic equivalence; besides, translation also means digging out the deep cultural meaning more than the shallow lexical information. He points out that "it is essential that functional equivalence be stated primarily in terms of a comparison of the way in which the original receptors understood and appreciated the text and the way in which receptors of the translated text understand and appreciate the translated text"(Nida, 1993:116) [1]His theory first is called Dynamic Equivalence Theory and it includes four aspects: 1)The matching words; 2)Syntactic equivalence; 3)The textual equivalence; 4)Stylistic equivalence. In these four aspects, Nida thinks that meaning is one of the most important thing, form is the second. The form is likely to hide the meaning of the source language culture and block cultural exchange. Therefore, in literary translation, according to Nida's theory, the translator should take the dynamic equivalence as the translation principle and reproduce the source language's culture connotation accurately in the target language. Due to the misunderstanding and also to emphasize the concept of "function", Nida gradually uses the "functional equivalence "to substitute for "dynamic equivalence". As a matter of fact, the two concepts have the same implications.

"Functional equivalence" theory puts modern linguistics, communication, information theory, semiotics and aesthetics into the field of translation, undermines the traditional thought in the macro view, provides a new perspective for translation study, makes detailed studies on translation from various angles, puts the new thinking, concepts and methods into the translation, provides many new methods for translation studies, lays a solid foundation for modern translation.[2] The "functional equivalence" plays an important role in promoting literary translation. Thinking from microcosmic view, "functional equivalence" solves the competition between "free translation" and "literal translation"(Lao Long, 1989)[3]. "Functional equivalence" provides many constructive suggestions to the translators. At the same time, it eases translator's debate from the perspective of language and culture, it finds a balance of "domestication" and "dissimilation" from the perspective of science.

STYLISTIC FEATURES OF IBC

With the increase of the modern business activities, social request for business contract is becoming more and more urgent. Business contracts refer to the agreement provisions which are formally concluded according to laws and notarized by both of parties when doing some business cooperation. International business contracts are a kind of general contracts. In international trade, if both parties have no special request for the contract and goods, they generally use the content and form of the commercial contract. Contract language is a sub-variety of legal language, taking on such distinctive forms as selection of particular vocabulary, different types of sentences structures and different conventions for the textual organization attributable to its solemnity, accuracy, preciseness and authority.

Lexical features

Words are the building bricks of communication. The language of English contract is quite different from that of the other fields in terms of vocabulary and style.The lexicon of English contracts is featured with formality, clarity, exactitude and authority.The main features are the frequent use of terminology, archaic words and the juxtaposition of synonyms.

Terminology

When drafting or translating English business contracts, a multitude of professional words are frequently used in international commerce, international settlement, international investment and the like. Just name only a few, free on board, bill of lading, neutral packing, general

average, force majeure, factoring and so forth. Besides, in business contracts, many general words are used as terminology for their specialized meaning. As a consequence, when translating, translators should exactly figure out their specialized meaning instead of viewing them as common meaning which otherwise will cause ambiguity or discrepancy in contracts.

ST: This agreement is hereby made and entered into on March, 16, 2014, by and between Hua wei Co.China(hereinafter referred to as Party A) and Zhong Xing Co.(hereinafter referred to as Party B)

TT: 本协议由中国华为公司（以下简称甲方）与中国中兴公司（以下简称乙方）于 2014 年 3 月 16 日订立。

Archaic Words

One of the main language features of English business contracts is the frequent use of archaic words. As we know, modern English develops and evolves on the basis of archaic words and other borrowed words; however, with the development of society, they are hardly used in other writings. Archaic words, formal and serious, said by Leech(Leech, 1998)[4], are in accordance with accuracy and conciseness of English business contracts. The archaic words mostly used in contracts are compound adverbs, namely, those words combining “here”, “there” or “where” with “in, on, of, to, at, by, after, upon, under, with”. Here, “here” implies the meaning “this”, “there” is “that”, “where” is “which”, and their corresponding Chinese meanings are “兹” or “特此”.

ST: 1) We hereby certify to the best of our knowledge that

TT: 特此证明，据我们所知.....

Apart from their formal and serious style, archaic words can also help to make the content more clear and concise without repetition and redundancy. For instance, “依照本合同” are nearly hardly seen as “according to relevant terms and conditions in the contract” but “as provided herein” in contracts, which exactly illustrate the accuracy and conciseness of archaic words as well as the stylistic feature of English business contracts.

The Juxtaposition of Synonyms

In order to shun ambiguity and discrepancy by emphasizing and exactly demonstrating content, English business contracts see a prevailing use of juxtaposition of two words, to put it more accurate, the two words conveying the same or similar meaning are put together with “and ” or “or”, such as “keep secrete” and “confidential”. Juxtaposition ensures the words’ meanings are exactly understandable and the contents are complete and precise, which actually reflects the principle that when translating contracts, we shall keep the content complete; moreover, it also reveals contracts’ serious and formal style and the frequent use of archaic words.

ST: This contract is made by and between the buyers and sellers, whereby the buyers agree to buy and the sellers agree to sell the under-mentioned. Commodities according to the terms and conditions stipulated below.

TT: 本合同由买卖双方签订，根据本合同条款，买方同意购买，卖方同意出售以下产品。

Some people may easily translate 条款 into “terms”, but putting “terms and conditions” together is absolutely correct and accurate.

The followings are common juxtapositions of two words in English business contracts:

1. Nouns : terms and conditions ; provisions and stipulations ; agent and representatives.
2. Verbs : alter and change ; bind and obligate.
3. Adjectives : null and void ; sole and exclusive ; final and conclusive.
4. Conjunctions : when and as.
5. Prepositions : from and above ; under and by.

The Syntactic Features of International English Business Contracts

Frequent use of long and complicated sentences or lengthy sentences is the most prominent feature of international contract language. Such sentences always cover a large amount of or even the majority of a contract. Besides, the use of passive tense in business contracts is also common.

Frequent Use of Long Sentences

English contracts have complicated sentences because of their frequent use of complex clauses and coordinate clauses. Sometimes some sentence may also entail another clause and a layer is qualified by another aiming to ensure preciseness and clearness expelling discrepancy and loopholes. English and Chinese differ in thought and expression, so translators shall not translate long sentences in contracts directly from the literal meaning. That is to say, we shall fully understand the exact meaning of phrases, qualifiers and conjunctions, figure out the main idea, time and logic sequence, and then divide these sentences respectively and translate them one by one or readjust the logic sequence if possible.

E.g: All disputes arising from the execution of this Agreement shall be settled through friendly consultations. In case no settlement can be reached, the case in dispute shall then be submitted to the Foreign Trade Arbitration Commission of the China Council for the Promotion of International Trade for arbitration in accordance with its provisional rules of procedure. The decision made by this Commission shall be regarded as final and binding upon both parties. Arbitration fees shall be borne by the losing party ,unless otherwise awarded.

Dominant Use of Passive Tense

The purpose of passive tense is to stress the receivers and objectively describe truth. Contracts are used to stipulate related parties’ rights and obligations, to put it like this, we shall make it objective and fair, formal and serious , which results in the use of passive tense in contracts. Passive tense is prevalently used in packaging, shipping, insurance, payment, inspection, and dispute settlement stipulated in contracts. Sometimes we Chinese translate them into Chinese passive sentences. However, because of distinct ways of expression, we Chinese tend to translate them in active sentences ether by changing the receiver into subject or directly translating them into active sentences.

ST:1)The quantities, prices and shipments of the commodities stated in this Agreement shall be confirmed in each transaction, the particulars of which are to be specified in the Sales Confirmation signed by the two parties hereto.

TT:本协议所规定商品的数量、价格及装运条件等，应在每笔交易中确认，其细目应在双方签订的销售协议书中作出规定。

ST:2)This Agreement is entered into between the parties concerned on the basis of equality and mutual benefit to develop business on terms and conditions mutually agreed upon as follows.

TT:2)为在平等互利的基础上发展贸易，有关方按下列条件签订本协议。

4. E-C Translation Skills of IBC Based on Functional Equivalence Theory

Semantic Equivalence

Semantic meaning means surface and deep meaning. Surface meaning refers to the literal meaning while deep meaning refers to the intended meaning which can only be explored and figured out in context with one's knowledge of original language's society, history, culture and art. As the Functional Equivalence says that if articles can be perfectly translated directly, in this case, reorganization and readjustment of sentences and information are unnecessary. As business contracts and agreements are accepted by law, their surface meaning is exactly what they want to convey, no implied or deep meaning, that is to say, translator should understand those terminologies and archaic words and directly translate them without unnecessary deep thinking.

Translation of Terminology

The use of technical terms is one of the marked features that delimit every field or every occupation. English contract language certainly has its own inventory of terminologies such as damages, novation, tort, collection, franchise, forfeiting and so on. According to different subject matter, there are various kinds of contracts. Therefore, the translation of IBC is an interdisciplinary activity which involves different legal systems and laws, WTO rules and other customary practices, and also concerns such special fields as ad commodities, market, commodity inspection, transportation, insurance international finance, arbitration and foreign exchange, etc. If translators deal with technology transfer or technology-related contracts, they are facing more serious challenge. Having good command of Chinese and English doesn't make a good translator, he/she should be familiar with the terminology he/she is supposed to translate.

ST: Full set (including three copies each of the negotiable and non-negotiable) of clean on board Bill of Lading or Charter Party Bill of Lading in accordance with the Charter Party, made out to order blank endorsed, notifying the China National Foreign Trade Transportation Corporation at the port of destination.

TT: 全套（包括可转让的和不可转让的各三份）洁净无暇的装船提单或与租船同一一致的租船合同下的提单，凭命令的，空白背书，在目的港通知中国对外贸易运输公司。

Translation of Archaic Words

As has been discussed, frequent use of archaisms marks the language of IBC. As contract is one of formal and solemn legal documents, employment of archaism can render a tint of authority and formality to the language, avoid repetition and improve accuracy and simplicity. Therefore, when they are translated into Chinese, archaic, formal and solemn Chinese equivalents are needed to achieve the same effect in the Chinese readers not only as the content but as the

authority. For example, herby means by means of this or by reason of this that can be translated as “兹、特此”; “thereto” means “to that” and it can be translated as“随附、附之”; whereby means “by what” or “by which” that can be“凭此条款、凭此协议”.

More archaisms are listed as follows for reference:

Table 1:archaisms and their Chinese translation

hereafter	今后;此后	therefrom	从那里
herein	此中;于此	thereinbefore	在上文中
hereinafter	在下文	thereof	由此;因此
hereof	在本件中;于此	thereupon	随后;因此;关于那
hereto	至此;□此	therewith	从此;于此
heretofore	迄今;到□在□止	whereas	□于;而
herewith	同此;付此	whereby	由是;凭那个
thereby	因此;由此	whereof	关于那事;关于它

ST: Upon accession, China accedes to the WTO Agreement pursuant to Article XII of that Agreement and thereby becomes a Member of the WTO.(Compilation of the Legal Instruments on China’s Accession to the World Trade Organization, 99)[5]

TT:自加入时起,中国根据《WTO 协定》第 12 条加入该协定,并由此成为 WTO 成员。(《中国加入世贸组织法律文件》, 99)

Stylistic Equivalence

As is said before, English business contracts are enforced by law , it is of extremely serious forms and appropriate vocabularies, as a consequence, translators ought to follow the original writing’s style. M.A.K.Halliday[6], once put forward the famous Register Theory, also advocates that language varies with its function and situation, so register owns its meaning of choosing the equivalent language conforming to the situation. However, just translating writings casually regardless of the style, the translated writings will definitely result in incorrectness and impropriety.

ST:The shipping documents for the consignment are now with us and we shall be glad if you will arrange to collect them.

TT : 货运单据现存我行，请安排前来赎单。

Syntactic Equivalence

Translation of Long Sentences

Drafters of English contract have long developed an inveterate preference in using lengthy sentences to convey most complicated and discreet ideas. Long sentences often have complicated grammatical structures and consist of large numbers of attributive and adverbial elements. In E-C translation of IBC, translators’ task is to decode and rearrange the complex adverbial and attributive elements to make Chinese texts faithful, accurate, genuine and authoritative. Translators should notice the grammatical relations between the sentences and induce and generalize the gist of them, then select appropriate translation techniques such as embedding, cutting, reversing, splitting-off and recasting to achieve inter-coherence between source texts and target texts. These techniques combined together adroitly will undoubtedly

help facilitate the translation for long and complicated sentences and will definitely make the sentences expressed in a more adequate way. For the limit of space, the author just offers one example here.

ST: In the case of the Machinery, the handling, operation, use, testing and maintenance of the Machinery, which are owned by or in the possession of FOREIGN PRO (other than such information relating to propriety coatings which are not owned by FOREIGN PEO), or may be available to or hereafter acquired by FOREIGN PEO from third parties(unless same are subject to secrecy agreements precluding disclosure by FOREIGN PRO to others), as may be updated and improved by FOREIGN PRO to others), as may be updated and improved by FOREIGN PRO from time to time during the term of this Agreement, regardless of whether same are patented(or patentable) or not, and based on which FOREIGN PRO as of the Effective Date of this Agreement and during the term hereof manufactures the Licensed Products and Equipment or operates and maintains the Machinery.

TT: 关于这些机器的处理、操作、使用、测试、保养等；所有这些都是外方所有或占有的（不属外方所有的专用外涂物体除外）；或者是外方现在或今后可以从第三者那里得到的（除非外方按照秘密协议不能向外人透露）；是外方在本协议期间随时加以更新改进而不管是否取得专利的；以及外方在此基础上于协议期间用来制造特许产品和设备或者操作保养这些机器的各种技术资料都应包括在内。

Translation of English Passive Tense

Where it is unnecessary to mention the parties to the contract, or to emphasize the patient of the action, or to keep text coherent, impersonal and formal, the passive tense is widely used in English contract. In order to abide by the intercoherence rule, the concept expressed by passive tense in English must be rendered into one expressed by active tense in Chinese. The structure of active in the Chinese often expresses a passive meaning and we can convert the passive in English to active voice in Chinese. We can transform the doer in ST to the subject in TT or the transformation of the adverbial in ST to the subject in ST : 1) All certificates relating to Quality and Product Safety Standards must be provided by the seller, at the seller's expense.

TT:1) 供应商自费提供所有关于质量及产品安全标准的证明书。

ST:2) All disputes arising out of the performance of, or relating to this Contract, shall be settled amicably through negotiation.

TT: 2) 凡因执行本合同所发生的或与本合同有关的一切争议，双方应通过友好协商解决。

ST: 3) The establishment, remuneration and the expenses of the staff of the training, preparation and construction office, if agreed by both parties, shall be covered in the project budget.

TT: 3) 如果甲乙双方同意后，工程预算应包括抽检工作人员的编制、报酬及费用。

From the above examples, we can see in E-C translation, translators needn't rigidly adhere to the source text but understand its semantic meaning and functions and try to realize them in the target text. In this way, the functional equivalence and successful communication can be realized.

CONCLUSION

As China's foreign trade becomes increasingly prosperous, correctly and effectively translating contracts plays a bigger role in guaranteeing success of trades. However, because of distinction of Chinese and English, many errors frequently occur in translating contracts. This paper mainly analyzes the stylistic features, namely, lexical and syntactic features of international business contract and tentatively discusses Chinese translation techniques of English business contracts guided by Nida's Functional Equivalence Theory, that is to say, semantic equivalence and stylistic equivalence. For the saving of space, the author only analyzes some features of the international business contract and their Chinese translation techniques which does not cover all the business contracts. And more need to be done in the future.

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