

摘 要

《联合国海上货物运输公约》(1978)(简称《汉堡规则》)是众多第三世界国家经过几十年的艰苦努力,与西方航运发达国家进行长期斗争取得的成果。它反映了第三世界国家的利益和要求。《中华人民共和国海商法》(简称《海商法》,自1993年7月1日起生效)在制定过程中吸收了《汉堡规则》的某些规定。《海商法》实施11年以来,我国航运业取得了可喜的成就,但随着海上运输关系的不断发展,为适应我国经济的发展,有专家呼吁对现行的《海商法》进行修改和补充。在此过程中“我国的海运立法应当符合《汉堡规则》的原则”(胡正良^①《中国远洋》2003,7)。

因此,对《汉堡规则》的准确理解与翻译就显得非常重要。本文作者正是在这种情况下,认真阅读了《汉堡规则》的英文本,并找到这份公约的三个汉译本(《新编国际商务公约与惯例》王垂芳主编1990年上海科技教育出版社;《国际民事商事公约与惯例》卡尔·琼森主编1993年中国政法大学出版社;《中外合同(契约)法律实用全书》雷铎主编1994年中国经济出版社),进行仔细对比研究,根据法律法规的特点,结合翻译理论与实践进行评述。

本文由四部分组成。第一部分讨论法律英语的定义、功能及特点;第二部分讨论翻译的概念、过程及法律英语的翻译;第三部分简要介绍《汉堡规则》及本文拟评论的三个汉译本;第四部分为论文的主要部分,分别从词汇、句法、文体等方面对上述译本加以评论,指出其优点,讨论其不足之处并提供作者的译文;最后进行简短的总结。

关键词:《汉堡规则》,法律英语,法律英语汉译

① 胡正良:大连海事大学法学院教授,曾参与现行《中华人民共和国海商法》的起草和最后论证。

ABSTRACT

United Nations Convention on the Carriage of Goods by Sea (1978) (hereinafter referred to as the Hamburg Rules, the Convention or UNCCGS), an outcome of decades' endeavor of both developed and developing countries in the world to establish a modern and uniform international legal regime to govern the carriage of goods by sea, takes to some extent into consideration the interests of some developing countries.

And Maritime Code of the People's Republic of China (hereinafter referred to as the Maritime Code), which entered into force as of July 1, 1993, was drafted with reference to the Hamburg Rules. Many achievements have been attained in the Chinese maritime circle since the Maritime Code became effective 11 years ago. With time passing on, however, revision and amendment in respect of the Maritime Code is, in accordance with the current situation in the field, being considered by many Chinese scholars. And such revision and amendment of "Chinese Maritime Code should be carried out in the light of the principles set forth in the Hamburg Rules" [“我国的海运立法应当符合《汉堡规则》的原则” (胡正良, 《中国远洋》2003, 7)].

Therefore both accurate understanding and proper rendering of the Hamburg Rules are in urgent need. Bearing this in mind, the author of this thesis makes many efforts to read the Hamburg Rules (English version) and its three Chinese versions. (The first version is chosen from A New Compilation of Conventions and Rules on International Business, edited by

Wang Chuifang, and published by Shanghai Scientific & Technical Publishers in 1990. The second version is selected from International Civil and Commercial Conventions and Practices^②, edited by Karl Joanson, and published by China University of Political Science and Law Press in 1993. The third version is taken from Legal and Practical Book On Sino-Foreign Contracts, edited by Lei Xian, and published by China Economy Press in 1994) . He is determined to make a comparative study of these three versions on the basis of his researches on the characteristics of Legal English, commenting on the merits and pointing out the defects in the versions. Where unsatisfactory translations are found, the author is prepared to give his suggested versions for discussion.

The thesis consists of four parts. Part One, titled “Legal English and its Characteristics”, deals with the definition, function and the characteristics of Legal English. Part Two, titled “Legal English Translation” discusses the definition, process and the criteria of translation, and Legal English translation. Part Three, titled “United Nations Convention on the Carriage of Goods by Sea (1978) and its Three Chinese Versions”, presents background information of the Convention and three Chinese versions to be commented on. Part Four, titled “Comments on Three Chinese Versions”, deals with the three versions in detail, ranging from lexical level, syntactic level,

² ① Note: the word “Practices” is “Tractices” in the book, the author of this thesis has looked it up in many dictionaries, including Black’s Law Dictionary(5th edition) and many other Bilingual Law Dictionaries but can’t find the latter word. From its Chinese title, the author has every reason to believe it is a misprint, so “Tractices” should be “Practices”.

punctuation to style, followed by a brief conclusion.

KEY WORDS: the "Hamburg Rules", Legal English, Legal English-Chinese
Translation

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Preface

Mr. Zhang Ling is an inspiring guy. I met him in the school of foreign Languages of Lanzhou Jiaotong University three years ago. Since then we enjoy a pleasant working and friendly relationship. He is a diligent and devoted teacher. In this thesis, I see that he has put the best of his effort to point out the intricacies of translating between two languages. He uses a very practical and constructive approach in describing and explaining his points. In conclusion I'd say that it's a fine work of his research and writing on this subject which is rather an important theme, having that the subject Mr. Zhang has chosen to write about is a very practical subject in its very own nature. We need more guidance and research in this field from anyone interested in and related to this field of translation studies.

I wish Mr. Zhang all the best in his future pursuits.

Sincerely,

Ali Mansoor

You can contact me at +8613239680299, kmanslife@hotmail.com

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Part One Legal English and its Characteristics

1.1 Definition

As far as Legal English is concerned, some experts hold the opinion that it refers to the legal documents in written English, i.e. the language of English used in all kinds of documents or business evidences with legal capacity. And others suggest that it should be divided into several categories according to its functions. David Crystal, a noted language authority, states “Legal English has several sub-varieties, reflecting its different roles.” And he puts it into “the language of legal documents”, such as “contracts, deeds, insurance policies, wills and different kinds of regulatory documents”, and “the language of works of legal reference, with the complex apparatus of footnotes and indexing.” From what is said above, we can see that Legal English is mainly written language, which finds its way into such documents as laws, decrees, orders, conventions, treaties, rules and regulations, contracts, agreements, guarantees, etc. Legal English, as a whole, shares some common characteristics.

1.2 Functions

Generally speaking, Legal documents help to regulate people’s behavior and the social relationship between citizens in certain places, communities,

countries, etc. They are concerned with the guarantee of people's rights, or the enforcement of their duties, and the terms of punishment for their violation of the laws or regulations, and the evasion of their obligations. For example, the main function of criminal law is to protect the interests of the public and the main function of the law of Tort is to provide a harmed person with compensations. The Hamburg Rules commented upon in this thesis establishes a uniform legal regime governing the rights and obligations of shippers, carriers, consignees and other members obliged with a contract of carriage of goods by sea. This function of legal documents requires that the language therein, i.e. Legal English, should be quite different from what is used in other English writings such as poetry and novels.

1.3 Characteristics

In this section, the author is to probe into the language characteristics of Legal English. So long as language is concerned, every language has its standard language and at the same time endures various dialects, professionally or geographically. According to the function of legal documents, the language in which the documents are written must be used and accepted by the general public in the scope of application of the documents. Like many other forms of English writings, Legal English has its own characteristics, such as lexical, syntactic and stylistic characteristics.

1.3.1 Lexical Characteristics

The lexical features, which are typically associated with a specific type of situation, a subject or a field of scientific research, are different from each other. In every and each English variety, there are special lexical items that are known as professional jargons or technical terms. In Legal English, we may find many legal terms.

1.3.1.1 Common Words

Words that are commonly used in daily life carry certain legal meanings when they are used in Legal English. Take the following words as an example:

Words	Common meaning	Legal meaning
action	行为; 举动	诉讼; 控告
act	行为; 扮演	作为
omission	省略; 删除	不作为
performance	表演	履行
party	团体	(合同中的) 一方
practice	锻炼	惯例
defense	保卫	抗辩

limitation	限制	时效
provision	供应	条款

Note: All the words in the above table are selected from *United Nations Convention on the Carriage of Goods by Sea (1978)*. And the author wants to illustrate the common meaning and the legal meaning of these words, but he doesn't mean that each word carries only such meanings.

1.3.1.2 Legal Jargons

More often than not, legal jargons go hand in hand with their counterparts, which is the case in both English and Chinese legal documents.

For example:

right (权利) — obligation/duty (义务)

plaintiff (原告) — defendant (被告)

act (作为) — omission (不作为)

shipper (托运人) — carrier (承运人)

loss (损失) — compensation (赔偿)

acceptance (接受) — reservations (保留)

accession (加入) — denunciation (退出)

These jargons and their counterparts chosen from *the Hamburg Rules* frequently appear in legal documents, and usually appear in the same paragraph or provision, regulating the relationship between the parties involved. Generally speaking, in the English language, synonyms are often used in order to avoid repetition, but this is not the case in Legal English. Here is an example taken from *the Hamburg Rules*,

"**Contract of carriage by sea**" means any **contract** whereby the carrier undertakes against payment of freight to carry goods by sea from one port to another; however, a **contract** which involves carriage by sea and also carriage by some other means is deemed to be a **contract of carriage by sea** for the purposes of this Convention only in so far as it relates to the carriage by sea.
(6th provision Article 1 part I)

We can find that this provision is made up of only 69 words, but the same phrase "*carriage by sea*" appears four times, and "*carriage by*" is used five times, which is rarely seen in other forms of writing. Besides, the noun **contract** that appears four times as well might have been substituted by "agreement" or other phrases bearing the same meaning in other forms of writing. From this example, we may safely arrive at the conclusion that professional jargons carry relatively fixed meanings, and therefore repetition of such words is common in legal documents. In addition, we can hardly find such words as red, white, green in legal documents, except that sometimes they are used in some trademarks, neither can we find those emotive words or phrases such as terrific, wonderful, happy, in good/bad mood, etc. Because these words are used to describe something abstract, and this is contrary to the requirements of the legal language. We cannot imagine how disputes would arise in a contract if different parties should comprehend them in their own ways.

1.3.1.3 Words of Latin or French Origin

There is a large number of French and Latin words in Legal English vocabulary. After the Norman Conquest in 1066, there existed in Britain three

languages, namely French, English and Latin. And at that time French was the official language in Britain. So there were many French words in English legal documents. For example, such words as proposal, effect, society, assurance, insured, schedule, duly, signed, agreeing, policy, subject, rules, form, terms, conditions and date are of French origin. As for Latin, many Latin words came into English vocabulary when Christianity was introduced to Britain in 597 AD. Such words as table, declaration, register, stated, and the expression *vis versa* are of Latin origin.

1.3.1.4 Words from Old and Middle English

Historically speaking, Old English was used before 1100 AD and Middle English was used from about 1100 AD to 1500 AD. Both the words and the language features of Old and Middle English have been out of date in Modern English. Some words in Legal English, however, still preserve the form and the meaning used in the past. And these words are formed by “here / there / where + prep.”. Such words are usually used in legal documents, and here are some of them:

hereafter, herein, hereinafter, hereof, heretofore, hereunder, herewith, hereto;

thereafter, thereat, thereby, there from, therein, thereto, thereon, thereunder, therewith;

whereby, whereof, wherein.

These words function as adverbs. On the one hand, the use of such words can bear the formal, solemn style of the language. As Professor Xu Yulong has put it, “the old expression may show the solemn character of the style” (较古的表达法可能与较庄重的文体相联系。) (许余龙, 2002:27). On the other hand,

the use of such words contributes to the compactness of Legal English. Take the following for example,

E.g.^①1: Neither Party *hereto* shall assign this Agreement or any of its rights and interests *hereunder* without the other Party's prior written consent, which shall not be unreasonably withheld. (Sun Wanbiao, 2003:15)

Here *hereto* means *to this Agreement* and *hereunder* means *under this Agreement*. If we put *to this Agreement* in the above sentence instead of *hereto*, we will find that the sentence appears to be longer and the word *Agreement* is repeated unnecessarily. So is the case for the word *hereunder*. Besides, the meanings of such words are quite clear in the context, for example:

"Contract of carriage by sea" means any contract *whereby* the carrier undertakes against payment of freight to carry goods by sea from one port to another; however, a contract which involves carriage by sea and also carriage by some other means is deemed to be a contract of carriage by sea for the purposes of this Convention only in so far as it relates to the carriage by sea.

(6th provision Article 1 part I)

Whereby here means *by which*, from the context, we can find that it means *by the contract*.

1.3.2 Syntactic Characteristics

Syntax is the study of the sequences in a language and the relationships

¹ ① E.g. in this thesis stands for "Example".

between elements in a sentence. It is the study of “the ways in which words can be combined together to form phrases and sentences” (Andrew Radford, 2002). In Legal English, the syntactic characteristics can be explored as follows.

1.3.2.1 Basic Sentence Types

Functionally speaking, English sentences fall into four categories—declarative, imperative, interrogative, and exclamatory. The declarative sentences usually have the function of making statements. Since the main function of legal documents is to make statements, most of the sentences in legal documents are declarative. Although there are a few imperative sentences, neither exclamatory nor interrogative sentences are seen in legal documents.

1.3.2.2 Basic Sentence Patterns

In order to illustrate the basic sentence patterns in Legal English, the author explores some examples from *the Hamburg Rules*

E.g.2: *Where* the loss or damage is not apparent, the provisions of paragraph 1 of this article apply correspondingly if notice in writing is not given within 15 consecutive days after the day when the goods were handed over to the consignee. (2nd provision Article 19 PART V)

E.g.3: *If* the state of the goods at the time they were handed over to the consignee has been the subject of a joint survey or inspection by the parties,

notice in writing need not be given of loss or damage ascertained during such survey or inspection. (3rd provision Article 19 PART V)

E.g.4: *In case of* any actual or apprehended loss or damage, the carrier and the consignee must give all reasonable facilities to each other for inspecting and tallying the goods. (4th provision Article 19 PART V)

From the above three examples, we can get some idea of the basic sentence patterns in Legal English. Most of the provisions, if not all, employ the pattern of “if- clause”, as put forward by Crystal and Davy (1969), Legal English sentence patterns can be summed up as follows:

If X, then Y may be / do Z, or

If X, then Y shall be / do Z

The provisions beginning with “where”(as in E.g.1), “in case of”(as in E.g.3) function as an “if- clause”. So do the provisions starting with “in the event of”, “should”, and “provided that” in the following examples.

E.g.5: *In the event of* a conflict between the provisions of this Agreement and the specific provisions set forth in a Statement of Work, the provisions of the Agreement shall control, except to the extent the provisions in a Statement of Work expressly provide otherwise. (Sun Wanbiao, 2003:82)

E.g.6: *Should* any Party be directly prevented from executing this Agreement or be delayed in performing this Agreement by any event of ..., the parties shall ... (Sun Wanbiao, 2003:92)

E.g.7: Where fault or neglect on the part of the carrier, his servants or agents combines with another cause to produce loss, damage or delay in delivery, the carrier is liable only to the extent that the loss, damage or delay in delivery is attributable to such fault or neglect, *provided that* the carrier proves the amount of the loss, damage or delay in delivery not attributable thereto. (7th provision Article 5 PART II)

1.3.2.3 Compound and Complex Sentences

With no exception, Legal English is used in legal documents to express clearly what kind of rights one party can enjoy and at the same time what kind of obligations such party must bear. Therefore, precision plays an important role in Legal English. In order to be precise in meaning, provisions in legal documents tend to be long and complicated. Many attributive and adverbial clauses, prepositional phrases and non-finite forms of the verb are used for the sake of clarity and preciseness. Here is an example taken from *the Hamburg Rules*,

E.g.8: Where the claimant in respect of the goods has incurred loss as a result of a stipulation which is null and void by virtue of the present article, or as a result of the omission of the statement referred to in paragraph 3 of this article, the carrier must pay compensation to the extent required in order to give the claimant compensation in accordance with the provisions of this Convention for any loss of or damage to the goods as well as for delay in

delivery. The carrier must, in addition, pay compensation for costs incurred by the claimant for the purpose of exercising his right, provided that costs incurred in the action where the foregoing provision is invoked are to be determined in accordance with the law of the State where proceedings are instituted.

(4th provision Article 23 PART VI)

This provision consists of two sentences. Take the first sentence for instance. It is made up of 86 words, much longer than the average English sentence, and it is a typical compound and complex sentence with embedded clauses (Lian Shuneng 连淑能 1993:64). It consists of two clauses at the first level, a main clause and an adverbial clause of condition before it. Moreover, the adverbial clause itself includes two modifiers, an attributive clause introduced by *which* and a prepositional phrase beginning with *of* (the underlined), and a compound structure collected by *or* (the black). So we may safely say that long and complex sentences in legal documents are usually composed of various attributive and adverbial clauses, prepositional phrases and non-finite forms of the verb in order to achieve precision.

From the above, we can see that articles and provisions in legal documents should be expressed accurately and explicitly in order to ensure that the persons or the parties concerned in business get a correct understanding of the right conferred on them or the obligations imposed upon them. And the precision of legal language prevents any person or party concerned from shirking their obligations or enjoying rights that they are not

entitled to. As Sir James Stephen has pointed out: "... it is not enough to attain to a degree of precision which a person reading in good faith can understand; but it is necessary to attain, if possible, to a degree of precision which a person reading in bad faith cannot misunderstand." (Lu Shao, 1999: 6)

Generally speaking, the precision of legal English is usually achieved by the use of words carrying relatively fixed legal meanings, technical terms and sentences that are free from ambiguous meanings. Besides, such a purpose can be achieved through the coordination of synonyms, for example,

E.g.9: The seller must, subject to the provisions of B6, pay all **costs** relating to the goods until such time as they have been delivered in accordance with A4; and where applicable, the **costs** of customs formalities as well as **duties, taxes, and other charges** payable upon export. (*Article 6 Division of costs Incoterms 2000*)

In the above *article*, *costs, duties, taxes, and charges* are employed in order to be precise instead of the use of the general word *costs* or *charges*.

E.g.10: Taxation shall comprise all forms of **taxes**, including without limitation **income tax, capital gains tax, stamp duty, tariffs, customs duties, import and export duties, impositions, duties and levies, and all fines, penalties, charges, fees, costs and rates** imposed, levied and collected by the taxation authority and other competent authorities. (Sun Wanbiao, 2003:60)

In this provision, *income tax, capital gains tax, stamp duty, tariffs,*

customs duties, import and export duties, impositions, duties and levies, and all fines, penalties, charges, fees, costs and rates are employed to achieve exactness in meaning instead of the use of the common word *taxes*.

1.3.3 Style

Language can be classified under five ranks, which are called styles. According to the changes in form caused by the difference in tenor, which is the reflection of the communicative relationship the participants want to build, the five styles are frozen, formal, consultative, casual and intimate. In accordance with such classification, Legal English belongs to the frozen style (Ji yiguang, 1998). And in the linguistic circle the style of Legal English is regarded to be solemn and rigid (Sun Wanbiao, 2002:1)

Chapter Two Legal English-Chinese Translation

2.1 Translation

The definition of translation has been argued by the translation theorists and translators generation after generation. Different people have different definitions about it. Here are some well-known ones:

Translation is “the replacement of textual material in one language by equivalent textual material in another language.” (J.C Catford, 1965)

“Translation consists in reproducing in the receptor language the closest natural equivalent of the source language, first in terms of meaning and second in terms of style.” (E A. Nida, 1982:12)

“Translation is rendering the meaning of a text into another language in the way that the author intended the text”. (Peter Newmark 1988:5)

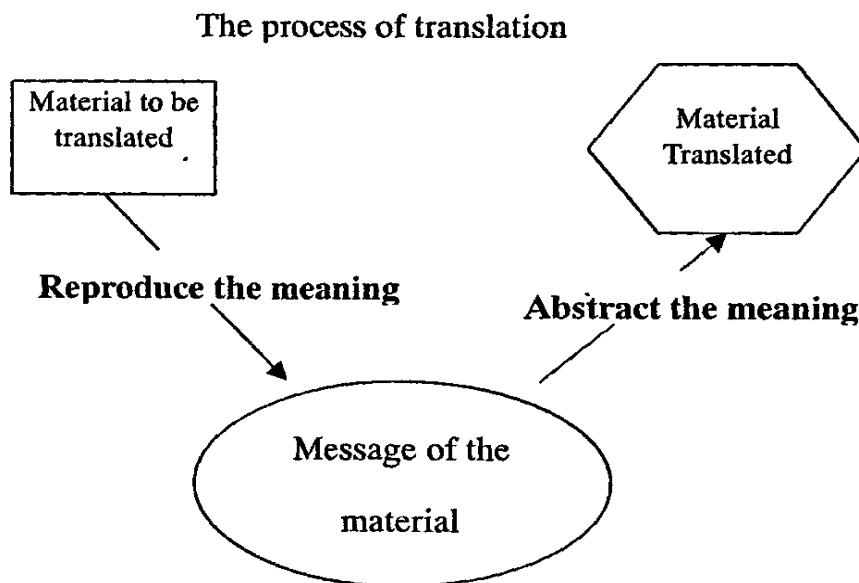
“Translation is the replacement of a representation of a text in one language by a representation of an equivalent text in a second language”. (Bell 1991: 6)

From these definitions we may get a glimpse of the nature of translation. First, translation is a process of interlingual communication, involving two or more languages at the same time. Secondly, the purpose of translation lies in how the message (including the cultural information and the style of the source text, of course) expressed in a specific language can be transformed in another language. So far as Legal English is concerned, translating such

materials as legal documents is to reproduce their legal meaning and style from the source language into the target language.

2.2 Translation Process

Translation is a process in which the translator is to abstract the meaning of a text from its forms in a language and reproduce that meaning with the very different forms of another language. We may employ the following diagram to show the process.



In translation practice, translators usually begin their work by studying the lexical and grammatical structures of the source language while taking the communication situation, and cultural background into account in order to determine its meaning on the basis of an analysis. After that they will try to reconstruct this same meaning by means of appropriate lexical and

grammatical structures in the receptor language and its cultural context.

2.3 Form-based and Meaning-based

English-Chinese translators often find they are in a dilemma—to be faithful to the source language or to be faithful to the target/receptor language. We know that English and Chinese belong to two different families of languages and that the vast differences in language structures of the two make it an extremely tough job to translate legal documents. Moreover, English and Chinese people share different cultural ideas, attitudes and values. Therefore, differences of the two cultures may be more difficult for translators than differences of the two languages. Accordingly, English-Chinese translation of legal documents is not at all easy. Translation in practice can easily go to two extremes as illustrated below.

Form-based translation—Translation—Meaning-based translation

While engaged in translation, some translators will try their best to preserve the characteristics of the source language, including the language structure. Other translators, however, just jump to the other extreme, seeking the readability of the translated version and striving for transforming the meaning other than the form of the source language into the target language.

2.4 Legal English-Chinese Translation

Legal English-Chinese translation shares some features of English-Chinese translation of other forms of writing. It involves two different languages, remote in culture. In the process of translation the translator must bear in mind the two different language structures and cultural differences. In addition, a translator dealing with Legal English-Chinese translation must be familiar with the characteristics of Legal English and Legal Chinese. Hence we may say that Legal English-Chinese translation is to reproduce in legal Chinese the ideal equivalent of legal English, in terms of both meaning and style.

2.4.1 Criteria

“Legal documents also require a special type of translation, basically because the translator is more restricted than in any other form.”(Peter Newmark, 2001:47), and he states “Legal documents translated for information purposes only (foreign laws, wills, conveyance) have to be semantically translated.”(2001:47). As for such international convention as *the Hamburg Rules*, the translation of it is not only for information because, as mentioned in the abstract, “in revision and amendment of the Chinese Maritime Code we should adopt the principle set forth in *the Hamburg Rules*”. Therefore, the Chinese version of *the Hamburg Rules* should be faithful to the original in both the meaning and the style of the source language.

It has been universally accepted that faithfulness and accuracy are of great importance in Chinese translation circle. In respect of Legal English-Chinese translation, many scholars also offer their opinions. Chen Zhongcheng states that “*Brevity is the soul of legal language*” (法律语言尤贵简洁)(1998:18), and he advocates conciseness in translating Chinese legal documents into English. Another scholar, professor Sun Wanbiao, points out that “*faithfulness to the source language is the first criterion of legal translation.*” (忠实于原文应该是法律翻译的第一标准)(2002:7), and he says that literal translation is preferable in legal translation. The author of this thesis attempts to make a generalization and thus proposes his tentative criteria: a translated legal document should be formal in style, accurate in diction as well as concise and readable.

2.4.2 Requirements

As we all know, translation involves three factors—the source language, the translator and the target/receptor language. Many articles are about the source language and the target/receptor language, different language structures and sometimes the different cultural backgrounds. About the translator, who is the most important factor in the process, fewer articles or books are written in comparison with those concerned with the language. In general, a translator specialized in Legal English-Chinese translation is qualified only when he has a good knowledge of both Chinese and general English, a mastery of the language skills. It seems that this is easy, but many problems in translation result from poor language skills. Secondly, special

legal training in both English and Chinese is equally necessary for a legal English-Chinese translator to accomplish his task. Views have it that no translator can translate legal English documents into proper legal Chinese documents unless he/she has an adequate knowledge of proper legal expressions in the two languages, which is quite similar to the opinion that one can read and understand all English books only if he/she majors in English. Therefore, special legal training involves not only the legal vocabulary but also the respective legal system, which, the author believes, is more important in the legal translation. From the above, we can conclude that Legal English-Chinese translation requires the basic language skills of the translator, awareness of the legal cultures in which legal documents are to be translated, and the differences of the legal systems as well.

Chapter Three UNCCGS and Its Three Chinese Versions

3.1 Background

United Nation's Convention on the Carriage of Goods by Sea (1978) (hereinafter referred to as the Hamburg Rules, the Convention or UNCCGS), as the secretariat of the United Nations Commission on International Trade Law (UNCITRAL) notes, "was adopted on 31 March 1978 by a diplomatic conference convened by the General Assembly of the United Nations at Hamburg, Federal Republic of Germany." And the Convention entered into force as of 1 November 1992 for the following twenty States: Barbados, Botswana, Burkina Faso, Chile, Egypt, Guinea, Hungary, Kenya, Lebanon, Lesotho, Malawi, Morocco, Nigeria, Romania, Senegal, Sierra Leone, Tunisia, Uganda, United Republic of Tanzania, and Zambia. As of 1 August 1994, two more States, Austria and Cameroon became party states to the Convention. Up until now, China, for one reason or another, hasn't become a party to the Convention. But it doesn't mean that the Convention is not important for China. On the contrary, as noted in the abstract of this thesis, to some extent it takes into consideration the interests of some developing countries, especially those small countries in the maritime circle. Therefore, China, as the largest nation in developing countries, is in favor of the Convention and is sure to benefit from the rules in it. So in revision and amendment of Chinese

Maritime Code, and in the process of making China more international in respect of maritime business, we should adopt the principles set forth in the Hamburg Rules.

The Convention is based upon a draft prepared by the United Nations Commission on International Trade Law (UNCITRAL), according to the requirements of many small countries in the maritime circle. The Hamburg Rules, which includes thirty-four articles in seven parts, aims at establishing a uniform legal regime governing the rights and obligations of shippers, carriers and consignees under a contract of carriage of goods by sea. For more than forty years before the adoption of the Convention in 1978, a large proportion of the carriage of goods by sea had been governed by the Unification of Certain Rules relating to Bills of Lading, adopted on 25 August 1924 at Brussels, otherwise known as the "Hague Rules", which contains a long list of circumstances that exempt the carrier from some liability. Perhaps the most significant of these exemptions frees the carrier from liability even if the loss or damage arises from the faulty navigation or management of the ship. The Hague Rules was amended at Visby in 1968 by means of a protocol (hereinafter referred to as the "Visby Protocol"), but it does not alter the basic liability regime of the Hague Rules or the allocation of risks affected by it. The main focus of the Convention is the liability of a carrier for loss of and damage to the goods, and the liability for delay in delivery as well. It also deals with the liability of the shipper for loss sustained by the carrier and for

damage to the ship, as well as certain responsibilities and liabilities of the shipper in respect of dangerous goods. Other provisions of the Rules deal with transport documents issued by the carrier, including bills of lading and non-negotiable transport documents, and with limitation of actions, jurisdiction and arbitral proceedings under the Convention. In order to have a bird view of the Convention, we can look at the following contents:

3.2 Contents

PART I - GENERAL PROVISIONS

Article 1 - Definitions

Article 2 - Scope of application

Article 3 - Interpretation of the Convention

PART II - LIABILITY OF THE CARRIER

Article 4 - Period of responsibility

Article 5 - Basis of liability

Article 6 - Limits of liability

Article 7 - Application to non-contractual claims

Article 8 - Loss of right to limit responsibility

Article 9 - Deck cargo

Article 10 - Liability of the carrier and actual carrier

Article 11- Through carriage

PART III - LIABILITY OF THE SHIPPER

Article 12- General rule

Article 13 - Special rules on dangerous goods

PART IV - TRANSPORT DOCUMENTS

Article 14 - Issue of bill of lading

Article 15- Contents of bill of lading

Article 16 - Bills of lading: reservations and evidentiary effect

Article 17 - Guarantees by the shipper

Article 18 - Documents other than bills of lading

PART V - CLAIMS AND ACTIONS

Article 19 - Notice of loss, damage or delay

Article 20 - Limitation of actions

Article 21 - Jurisdiction

Article 22 - Arbitration

PART VI - SUPPLEMENTARY PROVISIONS

Article 23 - Contractual stipulations

Article 24 - General average

Article 25 - Other conventions

Article 26 - Unit of account

PART VII - FINAL CLAUSES

Article 27- Depositary

Article 28- Signature, ratification, acceptance, approval, accession

Article 29- Reservations

Article 30 - Entry into force

Article 31- Denunciation of other conventions

Article 32 - Revision and amendment

Article 33 - Revision of the limitation amounts and unit of
account or monetary unit

Article 34 - Denunciation

[Post Provisions]

Document Information

Metadata

Word Map (index)

3.3 Three Chinese Versions

Following are the three Chinese versions upon which the author of this thesis is going to comment:

The first version is selected from *A New Compilation of Conventions and Rules on International Business* edited by Wang Chuifang and published by Shanghai scientific & Technical Publishers in 1990. The second is chosen from *International Civil and Commercial Conventions and Practices* (as noted in the abstract of this thesis, “*Tractices*” must be a misprint and therefore the author uses “*Practices*” instead), edited by Karl Joanson, and published in China by the University of Political Science and Law Press in

1993. The third is taken from *Legal and Practical Book On Sino-Foreign Contracts*, edited by Lei Xian and published by China Economy Press in 1994. These three versions of the Convention came off the press within a short period of time, i.e. in 1990, in 1993 and in 1994 respectively, and are hereinafter referred to as V1, V2 and V3 respectively according to the sequence of the time when they were published. All the three versions share the same cultural context and the similar legal background in China. This is another reason for which the author chooses to comment on them, with the other reasons including the urgent need for references in the revision and amendment of Chinese maritime laws and regulations in the near future, the international character of *the Hamburg Rules*, and more importantly its taking into account the requirements and the interests of developing countries to some degree.

Chapter Four Comments on Three Chinese Versions

4.1 Merits

For the three versions of the Convention mentioned above, each has its strong and weak points. Here the author wants to comment on them respectively. First, in this section he is going to emerge with their merits, ranging from the rendering of some words to the translation of a paragraph, the provision of the convention. He believes that it will not only make the expressions much clearer to the readers, but also make his judgments methodical and illuminating rather than emotional and polemical.

4.1.1 Rendering of Terms

In Legal English, we can find many terms. How to deal with the problem of rendering these terms into Chinese determines, to some degree, the success or failure of translation. As mentioned above, some terms are legal terms while others carry legal meanings when used in Legal English. It should be pointed out here that it is prudent to make efforts to decide whether these ordinary words should be treated as special terms or not in the context where they appear. Take the following as examples:

E.g.1: "Carrier" means any person by whom or in whose name a *contract*

of carriage of goods by sea has been concluded with a shipper. (*1st provision Article 1 PART I*)

“Contract” here means an agreement between two or more parties, it is a typical legal term, we can render it into “合同”, as it is in V1 and V3:

“承运人”是指其本人或以其名义与托运人订立海上货物运输合同的任何人。

Here the author wants to add that in the Chinese legal language “合同” seems to carry the same meaning as “契约”, but the latter is seldom used in legal documents nowadays, we say “中华人民共和国合同法” instead of “中华人民共和国契约法”. Such expressions as “地契” and “卖身契” were used in China.

E.g.2: This Convention is subject to ratification, *acceptance* or approval by the signatory States. (*2nd provision Article 27 PART VII*)

The word “Acceptance” is an ordinary word, the noun form of the verb “accept”, with the Chinese meaning “接受”. When used in legal documents, however, especially when used with the opposite word “offer”, carrying the meaning as “要约”, it carries the Chinese meaning “承诺”. We should not, therefore, render “Acceptance” into “承诺” whenever and wherever. Reading the above provision, we find that the word “Acceptance” has nothing to do with the meaning of “承诺” and therefore it should be translated into “接受”, as illustrated in V2 and V3:

本公约须经签字国批准、接受或认可。

E.g.3: The **defences** and limits of liability provided for in this Convention apply in any action against the carrier in respect of loss of or damage to the goods covered by the contract of carriage by sea, as well as of delay in delivery whether the action is founded in contract, in tort or otherwise. *(1st provision Article7 PART II)*

The word “defences” here is also a typical legal term, which means “a response to the claims of the other party, setting forth reasons why the claims should not be granted” (Black’s Law Dictionary, 5th edition, hereinafter referred to as BLD for the sake of convenience, P378). From the definition, we can find that the Chinese legal terms “辩护” and “抗辩” carry almost the same meaning, but the term “答辩” is not a proper choice for rendering. Therefore, the word “defences” is satisfactorily and successfully rendered in V2 and V3. In V2 it is rendered as:

本公约规定的抗辩和责任限度, 适用于就海上运输契约所涉及的货物的灭失或损坏以及延迟交付而对承运人提起的任何诉讼, 不论其为根据契约还是根据侵权行为或其他原因所提起。

While in V3 it is translated into Chinese as:

本公约规定的各项抗辩和责任限额, 适用于海上运输合同所涉及的货物的灭失或损坏, 以及延迟交付对承运人提起的任何诉讼, 不论这种诉讼是根据合同、侵权行为或其他。

As for the rendering of the word “defences” in the original work, V2 and

V3 are slightly different. In V3 “各项” is the reflection of the plural form of the English word “defence”, and the translator has rendered “defences” into “各项抗辩” rather than “抗辩”. In fact, “抗辩” is preferred in Chinese, because Chinese nouns have only one form and their meaning as to whether they are single or plural can easily be decided from the context in most cases. For example, the Chinese character “人” means “a person” and “persons”, and Chinese readers know the real meaning of it in the context.

So far we have discussed the proper rendering of some legal terms and ordinary words in the three Chinese versions of the Convention. It is worth noting that it is very important, though difficult, to examine the context and determine the right choice in the process of Legal English-Chinese translation for some ordinary words may carry legal meanings when used in legal documents.

4.1.2 Correct Understanding

It is evident that good translation comes only from correct understanding of the source language. All theorists and translators will keep this in mind and no translator will start his translation on the basis of misunderstanding of the original work. Unfortunately, the fact is that not all translated works come from correct understanding of the source language. By correct understanding of the original work here, the writer means that the translators should

understand not only the literal meaning of the original, but also the internal relations in the original text. A translator could never achieve good translations should he or she lack a correct understanding, or only stick mechanically to the literal meaning of isolated words. So far as this is concerned, Professor Liu Zhongde, a noted Chinese translation theorist and a veteran translator himself, gives us a well-illustrating example of how to translate the seemingly simple sentence—No, I didn't.—in one of his books *Ten Lectures on Literal Translation*. As pointed out in Professor Liu's *Ten Lectures*, the word “no” is defined in all English-Chinese dictionaries as the Chinese word “不”, and therefore many Chinese students will often make mistakes in translating this sentence into “不, 我没有。” or simply “没有。” They do so without any suspicion or hesitation. Are they right or wrong? Professor Liu provides us with the following two questions with the same answer “No, I didn't.”

1. —Did you go to see the film last night?

—No, I didn't.

2. —Didn't you go to see the film last night?

—No, I didn't.

The first answer is rendered as “不, 我没有去。” or simply “没去。”, with the word “no” being omitted in the Chinese version. The meaning of the word “no” in the second answer, however, must be thought of just in the

opposite direction as “是的”, and thus the second answer should be translated into Chinese as “是的, 没去.” . From the above-mentioned examples, we can see that the Chinese “是的” is exactly the equivalent for the English word “no” in such a specific situation. Also, in these three versions there are many examples showing the correct understanding of the source language. Here are some of them:

E.g.1: THE STATES PARTIES TO THIS CONVENTION,

HAVING RECOGNIZED the **desirability** of determining by agreement certain rules relating to the carriage of goods by sea,

HAVE DECIDED to conclude a convention for this purpose and have thereto agreed as follows:

This is the preamble of the Convention, of which the three Chinese versions are as follows:

(V1) 本公约各缔约国,

认识到通过协议确定关于海上货物运输若干规则的需要。

决定为此目的缔结一个公约, 协议如下:

(V2) 公约各缔约国,

认识到通过协议确定一些关于海上货物运输的规则的需要。

决定为此目的而缔结一项公约, 并已协议如下:

(V3) 本公约各缔约国

认识到需要通过协议确定关于海上货物运输若干规则。

为此目的决定缔结一个公约，协议如下：

Reading the above three versions, we may safely say that they all come from correct understanding of the original preamble. For the sentence structure of the original preamble is: The states parties …… , having recognized …… , have decided to …… . From the point of grammar, the part of “having recognized ……” can be regarded as cause or pre-condition, and thus many translators may render it into Chinese as “因为（由于）认识到……” or “在认识到……以后” . If we add these words into one of the three versions, we may find that the rendering of the form of “-ing” becomes redundant and may cause debates on the rendering of it. In reality, the translator cannot always confine him or her to the isolated words or some grammatical rules as English and Chinese are, after all, two different languages. And in the three versions, the translators have tackled this problem successfully and satisfactorily. Of these versions here the author only wants to add that the translators of the first two versions have confined themselves to the parts of speech of the word “desirability”, and have rendered it into the noun form in Chinese as “……的需要” , in contrast, V3 reads more smoothly and naturally. Moreover, in V2 the Chinese word “本” or “该” modifying “公约” shouldn’t be omitted, and the Chinese words such as “而” and “并已” seem to be unnecessary in Chinese, a language with the characteristic of terseness.

E.g.2: Where the loss or damage is not apparent, the provisions of paragraph 1 of this article apply correspondingly if notice in writing is not given within 15 consecutive days after the day when the goods were handed over to the consignee. *(2nd provision Article 19 PART V)*

First of all, let's read its renderings in the three Chinese versions:

(V1) 遇有不明显的灭失或损坏, 在货物交付收货人之日后连续十五天内未送交书面通知, 则相应地适用本条第 1 款的规定。

(V2) 如果灭失或损坏不是显而易见, 且在货物交付收货人之日以后连续十五天内未曾提出书面通知, 则应据以适用本条第 1 款的规定。

(V3) 遇有不明显的灭失或损坏, 在货物交付收货人之日后连续十五天内未送交书面通知, 则本条第 1 款的规定相应适用。

Comparing the translations with the original, we may find that the major difference lies in the meaning and function of the word “where”. Generally speaking, the word “where” in a complex sentence is a subordinating conjunction introducing an adverbial clause of place. But here in this provision its meaning and function are equivalent to those of an “if clause”. Therefore, the translator should not be perplexed by the appearance of such a seemingly simple word. On the contrary, he or she should thoroughly study and grasp the context and implication otherwise one may be led astray and come up with a bad translation.

E.g.3: **Notwithstanding** the provisions of paragraph 1 of this article, a carrier may increase his responsibilities and obligations under this Convention.
(2nd provision Article 23 PART VI)

The word “Notwithstanding” means “in spite of” (P766, Oxford English-Chinese Dictionary, New Edition), functioning as a preposition in the above provision. The author thinks that the quality of the translation of the whole sentence depends largely on how to render the first clause into Chinese. The sentence is rendered into Chinese in the three versions respectively as follows:

(V1) 尽管有本条第 1 款的规定, 承运人仍可增加本公约对其规定的责任和义务。

(V2) 虽有本条第 1 款的规定, 承运人仍可增加其根据本公约所承担的责任和义务。

(V3) 尽管有本条第 1 款的规定, 承运人可以增加本公约中规定的他的责任和义务。

Reading the three versions, we find that there is the same Chinese word “有”, although we can not find such words as “there being” in the original after the word “Notwithstanding”. Such renderings have, therefore, illustrated that the three translators have understood as well as made themselves understood the sentence and the difference between the Chinese and English languages.

4.1.3 Right Choice of Word Meaning

Needless to say, there are many usages and meanings for most words in a dictionary. No matter it is an English word or a Chinese character. The same word carries different meanings when used in different fields of science. In addition, so far as parts of speech is concerned, a word usually carries many more meanings and functions than we can imagine. Moreover, some meanings come from the specific context in which the word is used. Take the above-mentioned rendering of the English word “no” into Chinese as “是的” for example. Of course, we can’t find the annotation “是的” for the word “no” in any English-Chinese dictionary, but here in this specific context it should be translated as “是的” rather than “不”. Here the author can give the rendering of some provisions in the Convention as examples:

E.g.4: "Goods" includes live animals; where the goods are **consolidated** in a container, pallet or similar **article** of transport or where they are packed, goods includes such article of transport or packaging if supplied by the shipper. *(5th provision Article 1 PART I)*

Before analyzing the provision, the author would like to lead readers to the renderings of it in the three versions as follows:

(V1) “货物”包括活牲畜；凡货物拼装 in 集装箱、货盘或类似的运输器具内，或者货物带有包装，而这种运输器具或包装是由托运人提供的，则“货物”应包括装运器具或包装。

(V2) “货物”包括活动物，如果货是用集装箱、货盘或类似的运输器具集装，或者货物带有包装，而此种装运工具或包装系由托运人提供，则“货物”应包括这些装运工具或包装。

(V3) “货物”包括活动物，凡货物拼装集装箱、货盘或类似的运输器具内，或者货物是包装的，这种运输器具或包装是由托运人提供的，则“货物”包括它们在内。

Reading the translations in comparison with the original, we may find that the words “consolidated” and “article” are translated as “拼装” or “集装” and “器具” respectively. To consolidate is “to make solid or firm; to unite, compress, or pack together and form into a more compact mass, body or system” (P279, BLD). From this definition, we may render it into Chinese as “固定、装紧、捆好” and so on. But such words as “拼装” and “集装” are usually used in the maritime circle with the same meaning as “固定、装紧、捆好”. For the word “article”, we are familiar with it, with the Chinese equivalents such as “文章”, “冠词” and “条款”. Here in the context, however, it carries the meaning of “工具” or “器具”, instead.

E.g.5: ...Done at Hamburg, this thirty-first day of March, one thousand nine hundred and seventy-eight, in a single original, of which the Arabic, Chinese, English, French, Russian and Spanish texts are equally authentic.
(2nd provision Article 34 PART VII)

(V1) 1978年3月31日订于汉堡，正本一份。阿拉伯文、中文、英文、法文、俄文和西班牙文文本具有同等效力。

(V2) 1978 年 3 月 31 日订于汉堡，正本共一份。其阿拉伯文、中文、英文、法文、俄文和西班牙文文本具有同等效力。

(V3) 1978 年 3 月 31 日订于汉堡，正本一份。其阿拉伯文、中文、英文、法文、俄文和西班牙文文本具有同等效力。

In the above three versions, the translators have translated the part “are equally authentic” as “具有同等效力”. In fact, if one translates “are equally authentic” as “同样真实有效”，it should cause none to raise his or her eyebrows. The sentence “These two proofs are equally authentic.” might be translated as “这两条证据同样真实有效。”，which is readable and comprehensible. Analyzing the above-mentioned examples we may find what impresses us is that the exact meanings of words come from the real context, rather than the annotations in the dictionary.

4.1.4 Brevity

Brevity is the soul of a language. So far as Legal English is concerned, it must stipulate thoroughly and clearly the rights and obligations of the parties concerned and thus long and complex sentences are often employed therein. Brevity of the language, however, still exists in legal documents. In the process of translating such long and complex sentences in legal English documents into Chinese it is a challenge for translators to reproduce properly the spirit and content of the original while preserving the characteristics of brevity in spite of the wide difference between the two languages concerned. In translating Legal English documents into Chinese, many scholars and veteran translators have provided us with many convincing and wonderful examples. Professor Chen Zhongcheng (also called Chen Zhongsheng) advocates conciseness in the translated works. He suggests in one of his books *Comments on Legal Translations* 《法窗译话》 that the legal language “should be concise, and more concise.” (简洁一点, 再简洁一点), and he borrows the remark by Shakespeare that “Brevity is the soul of wit” and the remark in his book *Legal Style* 《法律文体》 by Henry Weihofen, a law professor at the New Mexican University, that “Conciseness is particularly important for lawyers. Lawyers are more required than most other writers to say exactly what they mean, no more and no less. Any unnecessarily added word might constitute a potential source of ambiguity. A writer who conveys his thoughts

in a straight-forward way with neither circumlocutions nor redundancies is generally appreciated.” Like lawyers, legal English-Chinese translators should give their priority to brevity in translation. Provisions expressing in detail the rights and obligations of the parties concerned should be rendered thoroughly and ambiguity should be avoided so as to ensure no party involved is able to shirk its responsibilities concerned. Articles stipulating briefly and clearly the relations between the parties should also be expressed in a concise way in the target language. We can find numerous brilliant examples set by the translators of the three Chinese versions of the Convention. Following are some of them:

E.g.6: ---**In witness whereof** the undersigned plenipotentiaries, being duly authorized by their respective Governments, have signed the present Convention. *(2nd provision Article 34 PART VII)*

Here are the renderings in the three versions:

(V1)下列全权代表，经其政府正式授权，已在本公约上签字，以资证明。

(V2)下列全权代表经正式授权，已在本公约上签字，以昭信守。

(V3)下列全权代表，经其政府正式授权，已在本公约上签字，以资证明。

“In witness whereof” is rendered as “以资证明” in V1 and V3, and “以昭信守” in V2. To determine which rendering is better, let’s first resort to the definition and usage of the phrase “in witness whereof”. It is “a translation of the Latin phrase ‘in eujus rei testimonium.’ The initial words of the

concluding clause in deeds.” (BLD) From the above quotation, we may find that both “以资证明” and “以昭信守” are readable, comprehensible and acceptable so far as brevity of the original phrase is concerned.

E.g.7: ...Done at Hamburg, this thirty-first day of March, one thousand nine hundred and seventy-eight, in a single original, of which the Arabic, Chinese, English, French, Russian and Spanish texts are equally authentic. (2nd provision Article 34 PART VII)

It is obvious that some parts of this provision are omitted, but the omission is acceptable in the context and causes no ambiguity. The non-omitted sentence should be like this, (The Convention is) Done at Hamburg, (on) this thirty-first day of March, one thousand nine hundred and seventy-eight, (and it is) in a single original, of which the Arabic, Chinese, English, French, Russian and Spanish texts are equally authentic. Comparing the non-omitted sentence with the original we can immediately find that the brevity, the soul of language, is lost in the former. Bearing the brevity of the original provision in mind, we now have a look at the Chinese versions below,

(V1) 1978 年 3 月 31 日订于汉堡，正本一份。阿拉伯文、中文、英文、法文、俄文和西班牙文文本具有同等效力。

(V2) 1978 年 3 月 31 日订于汉堡，正本共一份。其阿拉伯文、中文、英文、法文、俄文和西班牙文文本具有同等效力。

(V3) 1978 年 3 月 31 日订于汉堡，正本一份。其阿拉伯文、中文、英文、法文、

俄文和西班牙文文本具有同等效力。

Likewise, brevity is also well illustrated in the third version above. If the original is rendered as “（本公约）1978年3月31日订于汉堡，（其）正本（为）一份。其阿拉伯文、中文、英文、法文、俄文和西班牙文文本具有同等效力。”，I am sure you can find it is not as satisfactory as V3. Therefore, you can say that the added characters are superfluous and should be got rid of. So far as brevity is taken into account, the translators have made a right choice to put the original composed of only one sentence into two Chinese sentences. However, the character “其” at the beginning of the second sentence should not omitted as in V1 as it is the proper rendering of the attributive clause “of which” in the original. On the contrary, the character “共” in V2 is superfluous.

4.1.5 Proper Style

In China, when we come to the question of principles of translation, the three characters “信达雅”（faithfulness, expressiveness and elegance）formulated by Yan Fu in his *Introductory Remarks* to his translation 《天演论》 are thought of and supported as the criteria the translator must observe. That is to say, the translated work must be faithful in content to the original, expressive in language and elegant in style. Here we must view the third criterion from the angle of historical background, for Yan Fu himself

translated T. H. Huxley's work *Evolution and Ethics and Other Essays* in the classical Chinese language, and he said that language without literary grace can not go far and wide. According to Professor Liu zhongde, Yan's translation of Huxley's book is merely a transmission of ideas and his translated work is not worthy of the name of translation in the strict sense of the word.) So far as principles or standards of translation are concerned, Professor Liu also puts forward three characters “信达切” in his *Ten Lectures on Literary Translation*. He holds the view that the translated work should come up to such standards as follows, faithfulness in content, expressiveness in language and closeness to the style of the original work. As mentioned earlier in the thesis, Legal English belongs to the frozen style of the five styles of a language, which is formal and standard. So colloquial and informal expressions are not employed. Neither are dialects. Here are some examples from the three translators,

E.g.8: At the request of not less than one third of the Contracting States to this Convention, the depositary shall convene a conference of the Contracting States for revising or amending it. (*1st provision Article 32 PART VII*)

And here are the three versions of the provision,

(V1) 经不少于 1/3 的本公约缔约国的要求, 保管人应召开缔约国会议, 以修订或修改本公约。

(V2) 经不少于三分之一的本公约缔约国要求, 保管人应召开缔约国会议, 修订本公约。

(V3) 经过不少于三分之一的本公约缔约国的要求, 保管人应召开缔约国会议, 以修订或修改本公约。

Examining the three above versions, we can find V2 is the best for the following reasons. First of all, in V1 the translator used “1/3” in stead of “三分之一”, as we know that “1/3” may be changed into “1/8” or other number by someone who isn’t honest. Of course, the best way is to put “one third” into “三分之一 (1/3)” at the same time. Secondly, in V3 there is such collocation as “经过…的要求”, a poor expression in Chinese. for we may say “根据…的要求”, “在…的要求下” or more briefly “经…的要求” and “应…的要求” are all better expressions in this case. Thirdly, in both V1 and V3, the character “以” seems to be unnecessary. The two translators may have been confined to the appearance of the word “for”, which expresses the aim of the “conference”, but here the Chinese sentence “…召开缔约国会议, 修订本公约” is complete in meaning. We know that the aim of “…召开缔约国会议” is to “修订本公约”. Thirdly, in V1 and V3, “以修订或修改本公约” is the form-based translation of “for revising or amending it”. We already know that there really exists some similarities between the English and Chinese languages so that form-based translation from English into Chinese can sometimes work well. Take the sentence “This is his book.” for example. It may be rendered as “这是他的书。” But if one uses this method mechanically, he or she will eventually go into the trap of word-for-word translation or mechanical translation or even mistranslation, as is shown in the ridiculous renderings of

“牛奶路” for “the Milky way” and of “躺在自己背上” for “lie on one’s back”. In reality, the proper renderings of the two above phrases should respectively be “银河” and “仰卧”. Therefore while we accept and take the advantages of the similarities between the two languages in the process of translation, we must be aware of the dissimilarities between them. The two verbs in the phrase “revising or amending” in the above provision bear the same meaning. The word “revise” means “to examine or reexamine and improve or amend (especially written or printed matter) ” (P978, Oxford English-Chinese Dictionary, New Edition), and the word “amend” means “to make minor alterations in to improve,” and more importantly it is “related to the Latin word ‘emend’ ” (P29, Oxford English-Chinese Dictionary, New Edition). Therefore, the two words share the same meaning; one is of English origin and the other of Latin origin, which is a common phenomenon in Legal English. So it is proper and comprehensible to translate them into “修订” rather than “修订或修改”.

E.g.9: In the case of **any actual or apprehended loss or damage**, the carrier and the consignee must give all reasonable facilities to each other for inspecting and tallying the goods. *(4th provision Article 19 PART V)*

And here are the three versions of the provision,

(V1) 遇有任何实际的或推定的灭失或损失, 承运人和收货人必须为检验和清点货物相互提供一切合理的便利。

(V2) 遇有任何实际的或预料可能发生的灭失或损失时, 承运人和收货人须为检

验和清点货物而相互提供一切合理的便利。

(V3) 遇有任何实际的或意料到的灭失或损失时, 承运人和收货人必须为检验和清点货物相互提供一切合理的便利。

Reading and examining the three above versions, we find that the major difference lies in the renderings of the phrase “any actual or apprehended loss or damage” in the original sentence. In V1 it is rendered as “任何实际的或推定的灭失或损失”, in V2 as “任何实际的或预料可能发生的灭失或损失”, and in V3 as “任何实际的或意料到的灭失或损失”. Needless to say, the three versions are all comprehensible and faithful in content to the original. What matters is that the translator should use legal language when and where necessary. It goes without saying that the Chinese translation of *the United Nations Convention on the Carriage of Goods by Sea (1978)* is intended for Chinese readers rather than readers from any other country. So the translator should use Chinese legal terms wherever possible. Since we have the term “推定” in Chinese law, meaning “预料可能发生” or “意料到”, we may safely put “any actual or apprehended loss or damage” in the above provision into “任何实际的或推定的灭失或损失”, which is much better than the other two versions, for it is of legal style and the other two are not so standard as legal language.

E.g.10: The bill of lading must include, *inter alia*, the following particulars:

(a) the general nature of the goods, the leading marks necessary for identification of the goods, an express statement, if applicable, as to the

dangerous character of the goods, the number of packages or pieces, and the weight of the goods or their quantity otherwise expressed, all such particulars as furnished by the shipper. *(1st provision Article 15 PART IV)*

The three versions are as follows,

(V1) 提单除其他事项外必须包括下列项目:

(1) 货物的一般性质, 识别货物所需要的主要唛头, 如属危险品时, 特别指明其危险特性的说明, 包数或件数及货物的重量或以其他方式表示的数量, 以及所有这些由托运人提供的资料;

(V2) 提单中必须载有下列事项:

(1) 货物的品类, 辨认货物所需的主要标志; 对货物的危险性质的明确说明(如属适用); 包数或件数; 货物重量或以其他方式表示的数量。上述全部资料均由托运人提供;

(V3) 除其他事项外, 提单必须包括下列项目:

(a) 货物的品类, 辨认货物必需的主要标志, 如属危险品, 对货物的危险特性所作的明确说明, 包数或件数及货物的重量或以其他方式表示的数量等, 所有这些项目均由托运人提供;

Examining the three above versions, we may find that there are many differences in the Chinese versions. However, in order to focus our attention on the formal style of Legal English, the author only wants to dwell upon the proper renderings of the phrases “the general nature of the goods” and “the leading marks”, which are translated respectively as “货物的一般性质” and “主

要唛头” in V1, and “货物的品类” and “主要标志” in both V2 and V3. The rendering of “the general nature of the goods” as “货物的一般性质” is rather a form-based translation or might even be regarded as a word-for-word translation. It is proper if we put “**The general nature of the goods must be printed on the packages.**” into “**包装上必须印上货物的一般性质。**” But in the provision of Legal English, the expression “货物的品类” is much better, for “货物的品类” is the category of the goods, including mainly “货物的一般性质”. In addition, “货物的品类” is one of the items of a bill of lading while “货物的一般性质” is the paraphrase of the item. The problem whether it is proper to render “the leading marks” as “主要唛头”, can readily be solved when we find out the origin of the Chinese expression “唛头”. “唛头” is a dialect in Canton in China, with the same meaning of “标志” or “商标” in standard Chinese. Therefore, “the leading marks” should be rendered as “主要标志” so far as the formal style of Legal English is concerned. From the above discussion, we may come to the conclusion that the renderings “货物的品类” and “主要标志” for “the general nature of the goods” and “the leading marks” are much better than the renderings “货物的一般性质” and “主要唛头” respectively.

So far the author has cited some good examples from the three above Chinese versions of the Convention. Of course, different people will have diverse views about the same object when they look at it from different angles. As there is nothing abstract in the world, everything is closely related to other things around; the rendering of a sentence is not abstract, either. It depends

upon, to some degree, the context of the sentence. So far as the relativity of translation is concerned, Professor Liu Zhongde offers a convincing example in his *Ten Lectures*,

你不要班门弄斧了。

When dealt with as an isolated sentence, it may be rendered in three different ways, and Professor Liu offers the following three versions:

- A. Don't display your axe at Lu Ban's door.
- B. Don't teach your grandmother to suck eggs.
- C. Never offer to teach a fish to swim.

Professor Liu says that the three translations are all acceptable. Which is the best depends on the actual situation. If the translation is intended for Chinese readers, the first version may be adopted. If it is intended for foreigners, since they may not know who Lu Ban was nor understand what is meant by displaying one's axe at a person's door, the translator had better adopt the other two versions. Of course, someone may jump to the extreme and concede that the image or flavor of the Chinese sentence is lost in the latter two versions, and therefore the random conclusion is made that translation between languages or interlingual translation is impossible, which has been proved to be wrong by many translators' brilliant works both in history and at present, though. Upon this problem, Peter Newmark, a noted translation theorist and at the same time an experienced translator of

Polytechnic of Central London, states his own viewpoints in one of his books *A Textbook of Translation*: “A translation is always possible, but a good translator is never satisfied with it. It can usually be improved. There is no such thing as a perfect, ideal or ‘correct’ translation. A translator is always trying to broaden his knowledge and improve his means of expression; he is always pursuing facts and words.” (P6) From the above quotation, we may find that translation is not impossible. A translator should devote his or her attention and energy to obtaining more knowledge and better skills to improve his or her expressions in the course of translation.

4.2 Defects in the Versions

By the word defects, the author here means imperfection. Peter Newmark says, as in the above quotation from Professor Liu, that there is no perfect, ideal or correct translation and a translation can usually be improved. It is evident that there are many good translations in the three Chinese versions. However, there do exist renderings that leave much to be desired in the three versions. As mentioned in the abstract of this thesis, the accurate understanding and proper rendering of *the Hamburg Rules* is in urgent need in

revising or amending Chinese Maritime Code at the present time. And the author is trying his best to judge the renderings objectively with quotations and proofs. More importantly, he is to pick up something from the three Chinese versions of the Convention for further discussion for scholar translators and the vast reading public as well. With only meager knowledge of Chinese and English, the author will naturally make mistakes in this thesis. He sincerely hopes that the readers will point out the mistakes patiently and objectively instead of raising their eyebrows.

4.2.1 Renderings of “and” and “such”

Such English words as “and” and “such” are so simple that anyone can memorize them once he begins learning the English language. Professor Liu Zhongde calls them the seemingly simple words in the process of translation. The words “and” is used to connect two words, phrases or sentences in form, but it should not be taken for granted that it is the equivalent for the Chinese character “和”. We already know that the coordinating conjunction “and” is grammatically used in the compound sentences, but a further explanation must be made about the functions of the word in the exact situation when it is to be translated. For example, it is improper to render “and” as “和” in the following sentences:

E.g.11: Three kilometers farther **and** you will be fined.

E.g.12: She could not keep the roses alive **and** she had watered them well, too.

If we mechanically put “and” in the two above sentences into “和”, the Chinese versions will be difficult for the readers to understand. If we paraphrase the sentences “If you walk three kilometers farther, you will be fined.” and “She could not keep the roses alive although she had watered them well.”, and render them into Chinese respectively as “再走三公里，你们就要挨罚款。” and “虽然她也好好地浇了水，但那些玫瑰还是没养活。” The Chinese versions are readable and smooth. Re-examining the function of the word “and” in these two examples, we may find that it introduces an adverbial clause of condition in E.g.1, and an adverbial clause of concession in E.g.2. For this reason, the translator must take into account the function, in addition to the form, of the words to be translated. On the basis of the above discussion, we will now analyze the following sentences:

E.g.13: In the interpretation **and** application of the provisions of this Convention regard shall be had to its international character and to the need to promote uniformity. *(Article3 PART I)*

After reading the original sentence, we may paraphrase it like this, when interpreting and applying the terms of the Convention into practice, people should take into consideration the international character of it and the need to promote uniformity. So we find that people should do so not only in the interpretation but also in the application of the provisions. And in the three

Chinese versions the provision is rendered as follows,

(V1) 在解释和应用本公约的各项规定时,应注意本公约的国际性和促进统一的需要。

(V2) 在解释或适用本公约的各项规定时,应注意本公约的国际性和促进统一的需要。

(V3) 在解释和应用本公约的各项规定时,应注意本公约的国际性和促进统一的需要。

The word "and" is rendered as "和" in V1 and V3, while as "或" in V2. According to the above paraphrase, the rendering of "and" as "或" is not proper.

E.g.14: "Actual carrier" means any person to whom the performance of the carriage of the goods, or of part of the carriage, has been entrusted by the carrier, and includes any other person to whom such performance has been entrusted. *(1st provision Article I PART I)*

Here are the three Chinese versions of the above provision,

(V1) “实际承运人”是指受承运人委托执行货物运输或部分运输的任何人,包括受委托执行这项运输的其他任何人。

(V2) “实际承运人”是指受承运人委托从事货物运输或部分货物运输的任何人,包括受托从事此项工作的任何其他人员。

(V3) “实际承运人”是指受承运人委托执行货物运输或部分货物运输的任何人,包括受委托执行这项运输的其他任何人。

The word “such” is rendered as “这项” in V1 and V3, “此项” in V2. Professor Sun Wanbiao says in one of his books *A Course in Translation of Legal Documents* that the word “such” is a typical legal jargon, and it is used to refer to the afore-said thing or person (“such”是典型的法律用语,用以指前面提及的人或事。P16) . It is usually rendered as “该(等)”, and sometimes it may also be translated as “上述”、“前述”(这种 such 一般译为‘该(等)’,有时候视上下文也可译作‘上述’、‘前述’。P16) . Therefore, “such” in the above provision should be properly rendered as “该项”. In addition, the renderings “执行” and “从事” for “performance” here are both improper. We already know that “performance” is the noun form of the verb “perform”, meaning doing or acting. In the above provision, however, performance carries the meaning of “the fulfillment or accomplishment of a promise, contract or other obligation according to its terms.” (P1024, BLD) From this definition, we can see that the proper Chinese equivalent for it in this provision should be “履行…的义务”. The word “carrier” means “individual or organization engaged in transporting passengers or goods for hire.” (P194, BLD) , though it appears in the definitions of the Convention, in which the annotation of words may be confined by the parties concerned. In the maritime circle, especially in the world maritime circle, it is likely that an organization, not only an individual person, acts as the carrier. For example, the COSCO (China Overseas Shipping Company) in the sentence “the COSCO is the carrier” will never be interpreted as a person instead of an organization.

Besides, Although the function of the word “any” is usually of emphasis , it is not necessary or proper to render it as “任何” in Chinese in every and each case. Taking these reasons into consideration, the author is to provide a version for further discussion.

Suggested version:

“实际承运人”是指受承运人委托履行全部或部分货物运输的任何组织或个人，包括受委托履行上述义务的其他组织或个人。

4.2.2 Addition of Words

In legal English-Chinese translation, sometimes the addition of proper words is necessary owing to the dissimilarities between the two languages. Such a method is also called, in some books, amplification — one of the six basic translation techniques. And one of the approaches herein is to add category words, “which are employed to express the category to which the definitions of behaviors, phenomena, natures and etc. Belong. ” (范畴词用来表示行为、现象、属性等概念所属的范畴。连淑能, P141) The use of such words may make abstract ideas concrete. Take for example the following sentence, borrowed from Lian Shuneng’s(连淑能) book *Contrastive Studies of English and Chinese*.

This is the day for our two peoples to rise to the heights of *greatness*

which can build a new and a better world. (R. Nixon)

现在该是我们两国人民为缔造一个崭新的、更加美好的世界而攀登这一伟大境界高峰的时候了。

The addition of the category words “境界” makes the meaning clear. If it is not added, the Chinese version will be rather unreadable. With this in mind, let's have a look at the following versions,

E.g.15: "Writing" includes, *inter alia*, telegram and telex. (8th provision Article1 Part I)

(V1) “书面”，除其他方式外，包括电报和电传。

(V2) “书面”，除其他方式外，包括电报和电传。

(V3) “书面”，除其他方式外，包括电报和电传。

We can see that the word “writing” is translated without exception as “书面” in the three versions. If we add some category words, the version will be much better,

Suggested version:

“书面形式”，除其他方式外，包括电报和电传。

Besides, the translator should add some words whenever and wherever necessary to make the version comprehensible and clear in meaning.

E.g.16: In the interpretation and application of the provisions of this Convention regard shall be had to its **international character** and to the need **to promote uniformity**.
(Article3 PART I)

(V1) 在解释和应用本公约的各项规定时,应注意本公约的国际性和促进统一的需要。

(V2) 在解释或适用本公约的各项规定时,应注意本公约的国际性和促进统一的需要。

(V3) 在解释和应用本公约的各项规定时,应注意本公约的国际性和促进统一的需要。

Also, in all the three Chinese versions, “international character” and “to promote uniformity” are rendered as “国际性” and “促进统一” respectively. The rendering of “international character” as “国际性” can make sense, but the rendering of “to promote uniformity” as “促进统一”, of which the meaning is quite vague in Chinese. As “促进统一” herein is not complete in meaning, we had better add some words into the Chinese version in accordance with the content of the Convention. In addition to the proper rendering of the word “and” earlier in this thesis, the author here provides his rendering of the provision for further discussion,

Suggested version:

在解释和适用本公约各条款时,应注意其国际性质及促进各国航运立法统一的需要。

4.2.3 Conversion of Parts of Speech

Conversion or shift of parts of speech is a commonly-used method in translation from English to Chinese or vice versa owing to the dissimilarities between the two languages. Take the following sentence for example, “She gave him an angry stare.” If we translate the sentence without conversion of parts of speech, the Chinese version reads, “她给了他一个气愤的瞪眼。” The version is a mechanical, form-based or “dead” translation. It is neither readable nor comprehensible as it is not in accordance with the usage of the Chinese language. If, however, the method of conversion of parts of speech is employed, the original will be rendered in this way as “她恨恨地瞪了他一眼。” Thus both the content and the image of the original sentence are well transformed into Chinese. From this example, we can come to the conclusion that if one should mechanically move the parts of speech from one language into another regardless of whether it is well-collocated or not, his or her translation would be “dead”.

4.2.4 Mistranslation of Terms

As mentioned above, there are some improper versions of legal terms in V1, V2 and V3. For example, the translation of the word “acceptance” is

improperly rendered as “承诺” in V1 in the provision “This Convention is subject to ratification, **acceptance** or approval by the signatory States.”, and the term “performance” as “执行” or “从事” in the provision “ ‘Actual carrier’ means any person to whom the performance of the carriage of the goods, or of part of the carriage, has been entrusted by the carrier, and includes any other person to whom such **performance** has been entrusted.” They should be rendered as “接受” and “履行…的义务” respectively in the context. Here is another example:

E.g.18: The arbitrator or arbitration tribunal shall **apply** the rules of this Convention. *(4th provision Article 22 Part V)*

(V1) 仲裁员或仲裁庭应当应用本公约的各项规则。

(V2) 仲裁员或仲裁庭应当适用本公约的各项规则。

(V3) 仲裁员或仲裁庭应当应用本公约的各项规则。

The word “apply” is translated into “应用” in V1 and V3, taken or “适用”, as it means “to put… into use”, but so far as style is concerned, it should be rendered as “采用” herein. For we say “法官采用《民法》第 120 条的规定” and “本案适用《民法》第 120 条的规定” in the Chinese legal language. In addition, the rendering of the plural form of the word “rules” into Chinese as “各项规则” may cause some misunderstanding. It may imply that the arbitrator or arbitration tribunal should apply all rules of the Convention. As a matter of fact, the original provision means that the arbitrator or arbitration tribunal should apply proper rules of the Convention. Thus the following version is

suggested for the provision.

仲裁员或仲裁庭应采用本公约的条款进行仲裁。

Or 仲裁员或仲裁庭仲裁时应采用本公约的条款。

E.g.19: (a) the bill of lading is *prima facie evidence* of the taking over or, where a "shipped" bill of lading is issued, loading, by the carrier of the goods as described in the bill of lading; and

(b) Proof to the contrary by the carrier is not admissible if the bill of lading has been transferred to a third party, including a consignee, who *in good faith* has acted in reliance on the description of the goods therein. (3rd provision Article 16 Part IV)

(V1) (1) 提单是承运人接管提单所述的货物，如签发“已装船”提单，则为提单所述的货物已装船的初步证据；

(2) 如果提单已转让给善意信赖提单上所载货物说明而照此行事的、包括收货人在内的第三方，则承运人提出的与此相反的证据不予接受。

(V2) (1) 该提单是其中所载货物由承运人接管，而如签发“已装船”提单时，则是由承运人装船的表面证据；而且，

(2) 如果提单已给经转让给正当地按照提单中所载货物情况行事的、包括收货人在内的第三方，则对承运人提出的与此相反的证据，便不予接受。

(V3) (a) 提单是承运人接管，或如签发“已装船提单时，装载提单所述货物的初 (b) 如果提单已转让给诚实的相信提单上有关货物的描述而照此行事的包括收货人在内的第三方，则承运人提出与此相反的证据不予接受。

Examining the three versions, we may find that they are quite different from each other. Of all the differences, the author is to focus his attention in this section on those of the renderings of “prima facie evidence” and “in good faith”. They are two typical terms in Legal English, and are translated respectively into “初步证据” and “善意信赖” in V1, “表面证据” and “正当地” in V2, as well as “初” (a misprint for “初步证据”) and “诚实的相信” in V3. In order to evaluate the renderings, we had better make reference to Black’s Law Dictionary. The “prima facie evidence” is “evidence that, until its effect is overcome by other evidence, will suffice as proof of fact in issue.” (P1071, BLD). From this definition, we know that the “prima facie evidence” stands as proof if its effect is not overcome. For the same meaning we use “初步证据” in Chinese legal documents. The term “in good faith” means “honesty of intention, and freedom from knowledge of circumstances which ought to put the holder upon inquiry.” (P632, BLD), or in other words, it means “to do something in an honest manner”. And Professor Sun Wanbiao says, in his *A Course in Translation of Legal Documents*, that “good faith” means “honesty, fairness and lawfulness of purpose,” equivalent to “诚信” in Chinese. (“good faith”的意思是 honesty, fairness and lawfulness of purpose,相当于汉语里的“诚信”, P41), and he offers his version of “in good faith” as “以诚信的态度”. From the above discussion, therefore, the proper renderings of “prima facie evidence” and “in good faith” should be “初步证据” and “以诚信的态度” respectively.

E.g.20: (ii) in cases where the consignee does not receive the goods from the carrier, by placing them at the disposal of the consignee in accordance with the contract or with the law or with the usage of the particular trade, applicable at the port of discharge; or

(V1) ②如果收货人不从承运人处收受货物时,则依照合同或卸货港适用的法律或特定的贸易习惯,将货物置于收货人支配之下;或

(V2) ②如果收货人不向承运人提货,则依照契约或在卸货港适用的法律或特定的商业习惯,将货物置于收货人支配之下;或者

(V3) (II) 遇有收货人不向承运人提货时,则依照合同或卸货港适用的法律或特定的贸易惯例,将货物置于收货人支配之下;或

After reading the versions and the original, we find that the phrases “receive the goods” and “the usage of the particular trade” are rendered quite differently. The phrase “receive the goods” may be rendered as “收受货物”, “收受商品”, “接受礼物”, so on and so forth acceptably when dealt with as a separated phrase. In this context, however, it should be rendered as “接受货物”, “受领货物” (In the Contract Law of the People’s Republic of China, we find “受领” is used, 第三百一十六条 收货人不明或者收货人无正当理由拒绝受领货物的,依照本法第一百零一条的规定,承运人可以提存货物) or simply as “提货”, for the verb “收受” carries the negative meaning like “收受贿赂” in Chinese. The term “the usage of the particular trade” has a form-based translation as “特定的贸易习惯” or “特定的商业习惯”. In the author’s opinion, “the usage of the particular trade” can be translated briefly into “贸易惯例”.

For “惯例” is a commonly-used Chinese term in the business and trade circle in the place of “习惯”，（国际惯例是国际习惯和国际通例的总称，…国际惯例可分为国际外交惯例和国际商业（贸易）惯例，《国际经济惯例实用指南》，P1）。And “特定的” is superfluous because the word “particular” in the original is to emphasize “the particular trade practice at the particular port of discharge.” Reading the Chinese provision “卸货港适用的贸易惯例”，we know that “贸易惯例” is specific. So the provision may be rendered as follows,

Suggested version:

②如果收货人不提货，承运人则可根据合同的规定或卸货港适用的法律或贸易惯例，将货物置于收货人支配之下；或

4.2.5 Long Chinese Sentences

Subordination is one of the most important characteristics of Modern English. F. Crews says that “subordination, the placing of certain elements in modifying roles, is a fundamental principle of writing.” (quoted from *Contrastive Studies of English and Chinese* by Lian Shuneng, P72). Thus long-winded sentences or complex sentences with embedded clauses are widely used in written English. Some long sentences are made up of as many as over one hundred words, and sometime constitute a whole paragraph. Since the beginning of the Plain English Movement about 50 years ago, the English language has greatly improved in simplicity and precision. In accordance with

the principle of plain English (or plain language in Canada as is called), sentences must not be over-stuffed. The subject or predicate must not be loaded with modification to the extent that the reader cannot quickly and easily discover the essential syntactical relationships in the sentence. It is just not enough that intricately organized clauses and other sentence elements are grammatically well formed and unambiguous. The structure of the sentence and the intended meaning of the sentence must be clear so that the reader may not fail to comprehend the sentence in one span of attention. The English language has changed a lot. Based on his studies of the "Average Sentence Length in Words for Different Styles" Rudolf Flesch finds that the length in words for "Very easy (easy prose, mostly dialogue)" is "8 words or less", "Easy, 11 words; Fairly easy, 14 words; Standard (average reader), 17 words; Fairly difficult (literary English), 21 words or more; Difficult, 25 words; Very difficult (scientific English), 30 words or more" (quoted from *Contrastive Studies of English and Chinese* by Lian Shuneng, P75). Nevertheless, we still find many long and complicated sentences in Legal English owing to the function of it, as mentioned in the foregoing discussion, which must stipulate the rights and obligations of the parties concerned clearly to avoid any shirk of responsibilities. In contrast, Chinese sentences are much shorter, of which the average length is seven to twelve characters "一般长度为7到12个字" (Lian Shuneng, P64). In written Chinese long and complicated sentences are sometimes employed, in which case punctuations

are used in the sentences to separate them into several parts. There are few Chinese sentences which go as long as English sentences without the use of punctuations. With the above dissimilarities between English and Chinese, if one should do form-based translation regardless of the meaning of the original and the suitable expression of the target language, the version would be quite awkward. Let's have a look at the following sentences:

E.g.21: Unless notice of loss or damage, specifying the general nature of such loss or damage, is given in writing by the consignee to the carrier not later than the working day after the day when the goods were handed over to the consignee, such handing over is *prima facie* evidence of the delivery by the carrier of the goods as described in the document of transport or, if no such document has been issued, in good condition. *(1st provision Article 19 Part IV)*

This provision, composed of 77 words, is rather difficult for us to catch the meaning at a glance, but when we have a clear analysis of its structure it will not be so difficult for us to understand the relations between the parties concerned in the original. If the provision is rendered into one Chinese sentence with the similar structure, however, the version will be extremely vague and difficult to understand.

(V1). 除非收货人在不迟于货物移交给他的之日后第一个工作日内将灭失或损坏书面通知送交承运人, 叙明灭失或损坏的一般性质, 否则此种移交应作为承运人交付运输单据所述货物的初步证据, 或如未签发这种单据, 则应作为完好无损地交付货物

的初步证据。

(V2). 除非收货人己在不迟于其接受货物的下一个工作日, 将写明灭失或损坏的一般性质的灭失或损坏通知书送交承运人, 这种交接便是承运人已按运输单证所载交付货物, 或在未签发此种单证时, 则是以良好状态交付货物的表面证据。

(V3). 除非收货人在不迟于货物移交给他之日后第一个工作日内将灭失或损坏的书面通知送交承运人, 叙明灭失或损坏的一般性质, 否则此种移交应作为承运人交付运输单证上所述货物的初步证据或如未签发这种单证, 则应作为完好无损地交付货物的初步证据。

Reading the three versions of the original, we find that all of them are very long sentences. In V1 it is rendered into 111 characters, in V2 101 and in V3 112. If we first read the original provision, abstracting the meaning, and then put it into Chinese logically and smoothly without being confined to the original structure, the version will be much better.

Suggested version:

收货人应在受领货物的下一个工作日前, 书面通知承运人发生货物灭失或损坏, 并说明灭失或损坏的情况。否则, 该种受领便是承运人已按运输单证交付货物的初步证据; 如果未签发该种单证, 则是承运人以良好状态交付货物的初步证据。

E.g.22: If the bill of lading contains particulars concerning the general nature, leading marks, number of packages of pieces, weight or quantity of the goods which the carrier or other person issuing the bill of lading on his behalf knows or has reasonable grounds to suspect do not accurately represent the goods actually taken over or, where a "shipped" bill of lading is issued,

loaded, or if he had no reasonable means of checking such particulars, the carrier or such other person must insert in the bill of lading a reservation specifying these inaccuracies, grounds of suspicion or the absence of reasonable means of checking. *(1st provision Article 16 Part IV)*

This provision contains 104 words. It is much longer than the average sentence. If the sentence structure is retained in its Chinese translation, the version will appear to be rather awkward. Here are the three versions,

(V1) 如果承运人或代其签发提单的其他人, 确知或有合理的根据怀疑, 提单所载有关货物的一般性质、主要唛头、包数或件数、重量或数量等项目没有准确地表示实际接管的货物, 或在签发“已装船”提单的情况下, 没有准确地表示已实际装船的货物, 或者无适当的方法来核对这些项目, 则承运人或上述其他人必须在提单上作出保留, 注明不符之处、怀疑根据、或无适当的核对方法。

(V2) 如果承运人或代其签发提单的其他人, 得知或有合理根据怀疑提单中所载有关货物的品类、主要标志、包数或件数、重量或数量等项目, 并不能准确地代表其实际接管的货物, 或者在签发“已装船”提单时, 上述各项并不能准确地代表已经装船的货物, 或者没有核对这些事项的适当手段, 则承运人或上述其他人必须在提单中作出保留, 说明这些不符之处、怀疑的根据、或无适当的核对手段等。

(V3) 如果承运人或代其签发提单的其他人确知或有合理的根据怀疑提单所载有关货物的品类、主要标志、包数或件数、重量或数量等项目没有准确地表示实际接管的货物, 或在签发“已装船”提单的情况下, 没有准确地表示已实际装船的货物, 或者他无适当的方法来核对这些项目, 则承运人或该其他人必须在提单上作出保留, 注明不符之处、怀疑根据、或无适当的核对方法。

The original is rendered into 168, 174, and 163 characters in V1, V2 and V3 respectively, each being one sentence. Reading the original carefully, abstracting the meaning, we can find that the carrier or his agent must make a reservation about the goods under several conditions. If we separate the original into several parts properly before rendering it into Chinese, the version will be more comprehensible and readable.

Suggested version:

如果承运人或其代理人知道或合理地怀疑提单中所列货物的品类、主要标志、包数或件数、重量或数量等项目与实际接管的货物不符，则必须在提单中作出保留，说明不符之处或怀疑不符的理由；如果签发“已装船”提单时没有核对上述项目的适当手段，则承运人或其代理人必须在提单中作出保留，说明没有适当的核对商品的手段。

E.g.23: Any letter of guarantee or agreement by which the shipper undertakes to indemnify the carrier against loss resulting from the issuance of the bill of lading by the carrier, or by a person acting on his behalf, without entering a reservation relating to particulars furnished by the shipper for insertion in the bill of lading, or to the apparent condition of the goods, is void and of no effect as against any third party, including a consignee, to whom the bill of lading has been transferred. *(2nd provision Article 17 Part IV)*

Compared with E.g.22, this provision is shorter, containing 86 words. The structure of it, however, is far more difficult than the former, which makes it very hard to render it into Chinese. Prior to our discussion about its proper rendering, let's first have a look at the three versions,

(V1) 根据任何保函或协议, 由托运人提出保证赔偿承运人或其代表团未将托运人提供列入提单的项目或货物的外表状况批注保留而签发提单所引起的损失, 则上述保函或协议对受让提单的任何第三者, 包括收货人, 均属无效。

(V2) 托运人为就承运人或代其行事的人, 未对由托运人提供作为载入提单之用的项目或货物的外表状况注有保留而签发提单所引起的损失, 而据以向承运人提出赔偿的任何保函或协议, 对包括受让提单的收货人在内的第三方, 一概无效。

(V3) 任何保函或协议, 据此托运人保证赔偿承运人由于承运人或其代表未就托运人提供列入提单的项目或货物的外表状况批注保留而签发提单所引起的损失, 对包括收货人在内的受让提单的任何第三方, 均属无效。

Reading the three above versions really makes our eyes hurt, because there are unusually long and awkward Chinese sentences. Re-examining the original provision, we can abstract such message as the following: if the shipper and the carrier conclude any letter of guarantee or agreement, according to the letter of guarantee or agreement the shipper insures that a reservation about the particulars and the apparent condition of the goods needn't be made in the bill of lading. Such a letter of guarantee or agreement has no effect against any third party. With the message in mind, we then put it into Chinese in a logical and coherent way.

Suggested version:

如果托运人向承运人出具保函或达成协议: 承运人或其代理人签发提单时对货物的上述项目或货物的外表状况不用作出保留, 承运人或其代理人因此而遭受的损失由托运人保证赔偿, 该种保函或协议对收货人或受让提单的第三方均无效。

Although the suggested version contains more words than the three above versions, the author thinks it is easier to comprehend as it makes good use of punctuations, separating the sentence into several parts. Since the handling of long and complicated sentences is important and at the same time, if not impossible, very difficult in Legal English translation, the author of this thesis determines to focus much of his attention and energy onto it. Here is another example,

E.g.24: Any stipulation in a contract of carriage by sea, in a bill of lading, or in any other document evidencing the contract of carriage by sea is null and void to the extent that it derogates, directly or indirectly, from the provisions of this Convention. The nullity of such a stipulation does not affect the validity of the other provisions of the contract or document of which it forms a part. A clause assigning benefit of insurance of goods in favour of the carrier, or any similar clause, is null and void. *(1st provision Article 23 Part VI)*

This provision contains three sentences, and first of all, I'd like to provide the three versions for discussion,

(V1) 海上运输合同、提单或证明海上运输合同的任何其他单据中的任何条款，在其直接或间接违背公约规定的范围内，均属无效。这种条款的无效不影响以其作为部分内容的该合同或单据的其他部分规定的效力。将货物的保险利益让给承运人的条款，或任何类似条款，均属无效。

(V2) 海上运输契约或作为海上运输契约证明的提单或其他单证中的任何条款，在其直接或间接背离本公约规定的范围内，概属无效。此种条款之无效，并不影响以

其作为部分内容的该契约或单证的其他规定的效力。将货物的保险利益转让与承运人的条款，或任何类似条款，概属无效。

(V3). 海上运输合同、提单或证明海上运输合同的任何其他单证中的任何条款，在其直接或间接违背公约规定的范围内，均属无效。这种条款的无效不影响作为该合同或单证的其他部分规定的效力。将货物的保险利益让给承运人的条款，或任何类似条款，均属无效。

After reading the three versions above, we find that they are all sentence-to-sentence or form-based translation, except that in V3 it is divided into two paragraphs. In the original, the part “evidencing the contract of carriage by sea is null and void to the extent that it derogates, directly or indirectly, from the provisions of this Convention” modifies “any other document” or all the three elements “a contract of carriage by sea, a bill of lading, or any other document” causes different understandings in translating the three versions. The translator of V2, obviously, has made a mistake in understanding the original without consideration of the existence of the word “in”. As a matter of fact, “evidencing the contract of ...Convention” modifies “any other document” alone. Moreover, anyone with some basic knowledge of international trade and business should know that one function of a bill of lading is that it proves the existence of a contract of carriage by sea. As mentioned in the foregoing discussion, we should not do translations mechanically owing to the dissimilarities of syntax between the Chinese and English languages. If we use a conjunction to connect two clauses in the

version instead of turning mechanically the English punctuation “.” into the Chinese punctuation “。””, and at the same time put the message of the original into Chinese with the help of proper expressions, the version will be more logical and comprehensible. Here is the author’s version,

Suggested version:

海上运输合同、提单或证明海上运输合同的其他单据中的条款，如果直接或间接地与本公约的条款相抵触，该种条款无效；但这种无效并不影响该合同或单据的其他条款的效力；将货物的保险利益让给承运人的条款或类似的条款无效。

Here the semicolon is employed rather than the Chinese colon, because all the three clauses share the same element: “in a contract of carriage by sea, in a bill of lading, or in any other document”.

4.2.6 Passive Voice

In the English language, the passive voice is used much more frequently than in the Chinese language. It almost becomes a habit in some writing styles. S. Baker points out in *The Practical Stylist* that “Our massed, scientific, and bureaucratic society is so addicted to the passive voice that you must constantly alter yourself against its drowsy, impersonal pomp.” (quoted from *Contrastive Studies of English and Chinese* by Lian Shuneng, P86). In the Legal English documents, such as the Convention, the passive voice is widely used in the provisions. And R. Quirk presents the conclusion that,

“There is a notable difference in the frequency with which the active and passive voices are used. The active is generally the more common, but there is considerable variation among individual texts. The passive has been found to be as much as ten times more frequent in one text than another. The major stylistic factor determining its frequency seems to be related to the distinction between informative and imaginative prose rather than to a difference of subject matter or of spoken and written English. The passive is generally more commonly used in informative than in imaginative writing, notably in the objective, non-personal style of scientific articles and news items.” (quoted from *Contrastive Studies of English and Chinese* by Lian Shuneng, P88). In comparison with what is used in the English language, the use of the passive voice is quite limited in the Chinese language. Therefore, the translator should not turn mechanically the passive voice sentences in English into passive voice sentences in Chinese whenever and wherever. The following are some examples taken from the three versions of the Convention:

E.g.25: If the state of the goods at the time they were handed over to the consignee has been the subject of a joint survey or inspection by the parties, notice in writing need not be given of loss or damage ascertained during such survey or inspection.

(3rd provision Article 19 Part V)

Obviously, the provision is in passive voice. Let's have a look at the three versions composed of passive voice sentences in Chinese:

(V1) 如货物的状况在交付收货人时, 已经由当事各方联合检查或检验, 即无需就检查或检验中所查明的灭失或损坏送交书面通知。

(V2) 如果货物的状况在其被交付收货人之时已经当事各方联合检查或检验, 就无需就调查或检验时查明的灭失或损坏, 送交书面通知。

(V3) 如货物的状况在交付收货人时, 已经由当事各方联合检查或检验, 即无需就检查或检验中所查明的灭失或损坏送交书面通知。

Examining the versions, we find that they are all in passive voice. In V2 the character “被”, one of the characters showing the passive voice in the Chinese language, is employed. In addition, such characters as “在其被…之时” and “即” are not necessary in the versions. If we change the passive voice in the original into the active voice in the Chinese version properly, the version would sound much smoother:

Suggested version:

收货人受领货物时, 如果当事各方已对货物联合检查或检验并发现灭失或损坏, 对该灭失或损坏不需要送交书面通知。

E.g.26: No compensation shall be payable for loss resulting from delay in delivery unless a notice has been given in writing to the carrier within 60 consecutive days after the day when the goods were handed over to the consignee.

(5th provision Article 19 Part V)

This provision, in which there is only one punctuation, contains 39 words and it is in passive voice. It will be very difficult and awkward, if not impossible, to render it into Chinese without changing the passive voice into

the active voice. And here are the three versions:

(V1) 除非在货物交给收货人之日后六十个连续日内已书面通知承运人,对延迟交付造成的损失不予赔偿。

(V2) 除非在将货物交付收货人之日以后连续六十天之内,已将书面通知送交承运人,对因延迟交付所造成的损失,便不应予以赔偿。

(V3) 除非在货物交给收货人之日后连续六十天之内书面通知承运人,否则对延迟交付造成的损失不予赔偿。

Fortunately, the readers find that the passive voice of the original is not mechanically rendered into the three Chinese versions. The versions themselves, however, are really hard for us to understand. We can hardly find, not to mention to use, such expressions as “六十个连续日” and “除非” which introduces a sentence without the use of “否则” in the Chinese language. And especially striking to us is that we cannot find who “对延迟交付造成的损失不予赔偿” or “已将书面通知送交承运人” in all the versions above. Therefore, the translator should not be confined to the form of the original provision in the Convention.

Suggested version:

收货人自受领货物之日起六十日内,如果未将因延迟交货造成的损失书面通知承运人,承运人对该损失就不负赔偿责任。

E.g.27: The signature on the bill of lading may be in handwriting, printed in facsimile, perforated, stamped, in symbols, or made by any other

mechanical or electronic means, if not inconsistent with the law of the country where the bill of lading is issued. *(3rd provision Article 14 Part IV)*

On the whole, the above provision is in passive voice. Moreover, there exists an adverbial clause of condition introduced by the word “if” in the provision. These two facts make it quite difficult to render the provision. Prior to our discussion about it, we had better have a look at the three versions:

(V1) 提单上的签字可以是手写、印摹、打孔、盖章、符号或不违反提单签发所在国的法律而使用任何其他机械或电子的方法。

(V2) 提单上的签字, 如不违反签发提单所在国的法律, 可以是手写、签字复印、打透花字、盖章、使用符号或任何其他机械或电子工具。

(V3) 提单上的签字可以用手写、印摹、打孔、盖章、符号或如不违反提单签发地所在国国家的法律, 用任何其他机械的或电子的方法。

After reading and reexamining the provision, we may find that it is a complex sentence, containing a main clause and a subordinate clause. In the main clause, “in handwriting, printed in facsimile, perforated, stamped, in symbols, or made by any other mechanical or electronic means” function the same. They are compound structures connected by the word “or”. The adverbial clause of condition introduced by “if” modifies the whole sentence, not only a part of the main clause. Thus the translators of V1 and V3 made a mistake in understanding the real meaning of the original. In V2 “签字复印、打透花字” can be shortened as “印摹、打孔” respectively. So we can translate the

sentence like this,

Suggested version:

如果不违反提单签发地所在国的法律，提单上的签字可以使用手写、印摹、打孔、盖章、符号等方式，或使用其他机械或电子的方法。

4.2.7 Ambiguity

In the three versions of the Convention, we may find that there are some Chinese sentences which may be comprehended in two ways. The original sentences, however, is free from ambiguity. Therefore translation from English to Chinese, or vice versa, may cause some ambiguities owing to the differences between the two languages. Here are some examples:

E.g.28: "Goods" includes live animals; where the goods are consolidated in a container, pallet or similar article of transport or where they are packed, goods includes such article of transport or packaging if supplied by the shipper.

(1st provision Article 1 Part I)

Reading the original provision, we can catch the meaning of "live animals" easily, but how to translate it into Chinese? How to avoid the ambiguity in the Chinese sentence? Here are the three versions:

(V1) “货物”包括活牲畜；凡货物拼装 in 集装箱、货盘或类似的运输器具内，或者货物带有包装，而这种运输器具或包装是由托运人提供的，则“货物”应包括装运器具或包装。

(V2) “货物”包括活动物，如果货是用集装箱、货盘或类似的运输器具集装，或者货物带有包装，而此种装运工具或包装系由托运人提供，则“货物”应包括这些装运工具或包装。

(V3) “货物”包括活动物，凡货物拼装在集装箱、货盘或类似的运输器具内，或者货物是包装的，这种运输器具或包装是由托运人提供的，则“货物”包括它们在内。

The part “live animals” is rendered as “活动物” in V2 and V3, as “牺牲畜” in V1. The defect in the rendering of “live animals” as “活动物” is quite obvious, for we may understand “活动物” in two different ways: “活 + 动物” and “活动 + 物”, meaning “live animals” and “moving objects” respectively in English. In V1, however, it is rendered as “牺牲畜” in the hope to avoid the above-said ambiguity. But the “牲畜” is the shortened form of “牲口” and “家畜” in the Chinese language, or in other words the “牲畜” are “animals”, but “animals” are not necessarily “牲畜”. So the rendering of “live animals” as “牲畜” is not accurate, either. In fact, “live animals” here is in contrast with other things. If we add one more character “鲜” or “的” in the rendering, and translate “live animals” into “鲜活动物” or “活的动物”, the ambiguity will surely disappear. With the foregoing discussion about the rendering of other parts of the provision, the provision can be translated like the following:

Suggested version:

“货物”包括鲜活动物；如果货物是用托运人提供的集装箱、货盘或类似的运输器具集装，或带有托运人提供的包装，则“货物”包括上述运输器具或包装。

E.g.29: Upon becoming a Contracting State to this Convention, any State Party to the International Convention for the Unification of certain Rules relating to Bills of Lading signed at Brussels on 25 August 1924 (1924 Convention) must **notify the Government of Belgium as the depositary of the 1924 Convention of its denunciation of the said Convention** with a declaration that the denunciation is to take effect as from the date when this Convention enters into force in respect of that State. *(1st provision Article31Part VII)*

After reading the provision, we may obtain the following message: the International Convention for the Unification of certain Rules relating to Bills of Lading is signed at Brussels on 25 August 1924 (1924 Convention), and the Government of Belgium is the depositary of it. If any State Party to this 1924 Convention is becoming a Contracting State to United Nations Convention on the Carriage of Goods by Sea (1978 Convention, the author notes), it must notify the Government of Belgium of its denunciation of the 1924 Convention, and declare that the denunciation is to take effect as from the date when the 1978 Convention enters into force in respect of that State. Before reproducing the message into Chinese, we had better have a look at the three versions:

(V1) 在成为本公约缔约国时,凡是1924年8月25日在布鲁塞尔签订的关于《统一提单的若干法律规则的国际公约》(1924年公约)的参加国,必须通知作为1924年公约保管人的比利时政府退出该公约,并声明该项退出通知自本公约对该国生效之

日起生效。

(V2) 凡是 1924 年 8 月 25 日在布鲁塞尔签订的统一提单某些规则的国际公约 (1924 年公约) 的任何缔约国, 在其成为本公约缔约国时, 必须通知 1924 年公约的保管者的比利时政府, 退出该公约, 声明此一退出自本公约对该国生效之日起生效。

(V3) 在成为本公约缔约国时, 凡是 1924 年 8 月 25 日在布鲁塞尔签订的关于统一提单的国际公约 (1924 年公约) 的缔约国, 都必须通知作为 1924 年公约保管人的比利时政府退出该公约, 并声明该退出自本公约对该国生效之日起生效。

The rendering of “notify the Government of Belgium as the depositary of the 1924 Convention of its denunciation of the said Convention” as “通知作为 1924 年公约保管人的比利时政府退出该公约” is not proper in V1 and V3, for the Chinese is ambiguous. The readers can understand it in two ways: “通知比利时政府退出该公约” and “通知比利时政府, (缔约国) 退出该公约”. So far as the rendering of this sentence is concerned, the author has his own opinion.

Suggested version:

把退出 1924 年公约的通知送交其保管者—比利时政府

E.g.30: A Contracting State may denounce this Convention at any time by means of a notification in writing addressed to the depositary. (1st provision Article34 Part VII)

The meaning of this provision is pretty clear, but let us have a look at the three versions:

(V1) 缔约国可以在任何时候书面通知保管人退出本公约。

(V2) 缔约国可以在任何时日, 向保管人送交书面通知, 退出本公约。

(V3) 缔约国可以在任何时候书面通知保管人退出本公约。

V1 and V3 are ambiguous. We may understand it like these: “缔约国通知保管人退出本公约。” and “缔约国通知保管人, (缔约国) 退出本公约。” Compared with the two above versions, V2 is much better and readable; here is the author's version.

Suggested version:

缔约国可以随时向保管人送交书面通知, 退出本公约。

4.2.8 Misuse of Punctuations

Punctuations play a very important role in the written language. In comparison with those in the English language, sentences in the Chinese language are much shorter. Here are some examples taken from the three versions of the Convention,

E.g.31: UNITED NATIONS CONVENTION ON THE CARRIAGE OF GOODS BY SEA (1978)

This is the title of the Convention, but the renderings of it are quite different in the three versions:

(V1) 联合国 1978 年海上货物运输公约 (汉堡规则)

(V2) 《联合国海上货物运输公约》 1978 年

(V3) 一九七八年联合国海上货物运输公约 (1978 年 3 月 31 日订于汉堡)

The title looks simple, but the three translators have come up with three

different renderings. In V1 and V3, brackets are employed and more information is provided to make the meaning much more clear. So far as the use of the punctuations is concerned, the Chinese punctuation “《》” in V2 is not proper. We already know that, in the Chinese language, a quotation of a book, an article, a convention, and so on needs the use of the bookmark punctuation, but here it is a translation rather than a quotation, so it is not proper to use it. As for the use of the brackets to provide more information in V1 and V3, the author thinks it is not necessary, for such information is provided later in the Convention. As a matter of fact, we can translate it simply as follows:

Suggested version:

联合国海上货物运输公约（1978年）

E.g.32: Upon becoming a Contracting State to this Convention, any State Party to the International Convention for the Unification of certain Rules relating to Bills of Lading signed at Brussels on 25 August 1924 (1924 Convention) must notify the Government of Belgium as the depositary of the 1924 Convention of its denunciation of the said Convention with a declaration that the denunciation is to take effect as from the date when this Convention enters into force in respect of that State. *(1st provision Article31Part VII)*

We have discussed the rendering of “notify the Government of Belgium as the depositary of the 1924 Convention of its denunciation of the said Convention” earlier in this thesis. And here we go on with our discussion

about the proper rendering of “the International Convention for the Unification of certain Rules relating to Bills of Lading”. It is rendered as follows in the three versions:

(V1) 在成为本公约缔约国时,凡是 1924 年 8 月 25 日在布鲁塞尔签订的关于《统一提单的若干法律规则的国际公约》(1924 年公约)的参加国,必须通知作为 1924 年公约保管人的比利时政府退出该公约,并声明该项退出通知自本公约对该国生效之日起生效。

(V2) 凡是 1924 年 8 月 25 日在布鲁塞尔签订的统一提单某些规则的国际公约(1924 年公约)的任何缔约国,在其成为本公约缔约国时,必须通知 1924 年公约的保管者的比利时政府,退出该公约,声明此一退出自本公约对该国生效之日起生效。

(V3) 在成为本公约缔约国时,凡是 1924 年 8 月 25 日在布鲁塞尔签订的关于统一提单的国际公约(1924 年公约)的缔约国,都必须通知作为 1924 年公约保管人的比利时政府退出该公约,并声明该退出自本公约对该国生效之日起生效。

As pointed out in the provision, “the International Convention for the Unification of certain Rules relating to Bills of Lading” is an international convention. Therefore, the bookmark punctuation should be employed in accordance with the Chinese language when the translators mention it here. In V2 and V3, however, the translators fail to use it and in V1, the translator uses it improperly. In fact, we can use the rendering of it in 《案例分析和法规选读》(P123) as 《关于统一提单的若干法律规则的国际公约》. Together with the foregoing discussion, the provision may be rendered properly in this way:

Suggested version:

参加 1924 年 8 月 25 日在布鲁塞尔签订的《关于统一提单的若干法律规则的国际公约》（1924 年公约）的国家成为本公约缔约国时，必须把退出 1924 年公约的通知送交其保管者—比利时政府，并声明退出自本公约对该国生效之日起生效。

E.g.33: If the bill of lading contains particulars concerning the general nature, leading marks, number of packages of pieces, weight or quantity of the goods which the carrier or other person issuing the bill of lading on his behalf knows or has reasonable grounds to suspect do not accurately represent the goods actually taken over or, where a "shipped" bill of lading is issued, loaded, or if he had no reasonable means of checking such particulars, the carrier or such other person must insert in the bill of lading a reservation specifying these inaccuracies, grounds of suspicion or the absence of reasonable means of checking. *(1st provision Article 16 Part IV)*

This provision is quite long and it contains several colons and only one period at the end. How to deal with the punctuations in translating it into Chinese? Here are the three versions:

(V1) 如果承运人或代其签发提单的其他人，确知或有合理的根据怀疑，提单所载有关货物的一般性质、主要唛头、包数或件数、重量或数量等项目没有准确地表示实际接管的货物，或在签发“已装船”提单的情况下，没有准确地表示已实际装船的货物，或者无适当的方法来核对这些项目，则承运人或上述其他人必须在提单上作出保留，注明不符之处、怀疑根据、或无适当的核对方法。

(V2) 如果承运人或代其签发提单的其他人，得知或有合理根据怀疑提单中所载有关货物的品类、主要标志、包数或件数、重量或数量等项目，并不能准确地代表其

实际接管的货物，或者在签发“已装船”提单时，上述各项并不能准确地代表已经装船的货物，或者没有核对这些事项的适当手段，则承运人或上述其他人必须在提单中作出保留，说明这些不符之处、怀疑的根据、或无适当的核对手段等。

(V3) 如果承运人或代其签发提单的其他人确知或有合理的根据怀疑提单所载有关货物的品类、主要标志、包数或件数、重量或数量等项目没有准确地表示实际接管的货物，或在签发“已装船”提单的情况下，没有准确地表示已实际装船的货物，或者他无适当的方法来核对这些项目，则承运人或该其他人必须在提单上作出保留，注明不符之处、怀疑根据、或无适当的核对方法。

All the three translators share something in common in translating the provision. They move the structure and the punctuations of the original provision into their Chinese versions except that the Chinese punctuation“、” is adopted to take the place of the English punctuation“，”，which makes the versions unusually long and awkward. If we obtain the message of the original and make good use of Chinese punctuations, the version will be much better:

Suggested version:

如果承运人或其代理人知道或合理地怀疑提单中所列货物的品类、主要标志、包数或件数、重量或数量等项目与实际接管的货物不符，则必须在提单中作出保留，说明不符之处或怀疑不符的理由；如果签发“已装船”提单时没有核对上述项目的适当手段，则承运人或其代理人必须在提单中作出保留，说明没有适当的核对商品的手段。

Conclusion

Professor Liu Wu-chi points out in his preface for Professor Liu Zhongde's book *Ten Lectures on Literary Translation*, that "...translation is a combination of literary skills, acquired and perfected through long, persistent practice, and the knowledge of grammatical rules and linguistic principles, whose application makes for correctness and exactitude.". Here, of course, the Professor focuses his attention mainly upon the literary translation. In general, however, translation is by no means an easy task. A good translator must master both the source and the target languages and the cultures behind them.

Some translators advocate theoretical translation research while others focus their energy on practical translation tasks. We know that there is no absolutely right thing in the world and accordingly there is no completely right or entirely proper translation. When taking into consideration the dissimilarities between cultures and the images of the different languages, a translator may come up with various acceptable versions for the same original.

So far as the Legal English-Chinese translation is concerned, the Chinese translator is required to master the English language and the knowledge of law. However, it is a pity that there are not many translators up to such requirements in China at present. In the process of making China more international after its access into the WTO, a huge amount of Legal

English-Chinese translation is awaiting qualified translators. Translators in this field are responsible for introducing to Chinese readers international laws and regulations, thus making their contributions to the development of the business and trade between China and other countries in the world.

Therefore, the author of this thesis chooses to comment upon three Chinese versions of United Nations Convention on the Carriage of Goods by Sea (1978). The author himself is eager to learn good examples of translation from different translators, and to have more practice in legal English-Chinese translation while he is engaged in the research of translation theories. He will be happy and satisfied if the suggested versions in the thesis will have readers' attention and bring about their own opinions thereupon. And, it would be the author's great honor if he should have a chance to make his meager contribution to the revision and amendment of China's Maritime Code.

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