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Lexical, Syntactic and Textual Features of Shipping Legal Documents in Chinese and English

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Abstract

Against the background of economic globalization and international trade, shipping and legal industry play an important role in China and English language world. The language barrier is no longer the insurmountable Tower of Babel, thus accurate and consistent translation of shipping legal documents helps facilitate people's understanding of maritime laws in Chinese and English. This paper builds up a corpus of Chinese and English shipping legal documents and analyzes the language characteristics with corpus software WordSmith 8.0 and AntConc 4.0.3 to dills down the linguistic and textual features in the translation of shipping legal documents in Chinese and English. By investigating the authentic examples from the complied Chinese and English laws and rules, it is found that lexical features are dominant in the use of synonymous words, archaic words, and general words with special meanings; distinct syntactic features are shown in long and complex sentences, passive voice, and nominalization; and the order of translation at textual level is of great significance for bilingual readers to effectively understand shipping legal documents. Besides, corresponding strategies are thus raised to provide translation suggestions for Chinese-English translators, shipping companies, and shipping lawmakers.

Keywords: Shipping Legal Documents; Linguistic Features; Translation Strategy; Chinese-English Translation

1. Introduction

Laws and regulations are a set of systems where rules are made for the society to maintain its order and save from harm to life and property [1]. In the field of shipping, it refers to legal documents used in shipping laws, conventions, agreements, contracts, regulations, rules, stipulations, etc. Sharing the same language style and function of legal documents, shipping legal documents help to regulate the rights and obligations of shippers, carriers, consignees, and other parties concerned, thereby solving problems of stakeholders in shipping activities. From the perspective of language, “the law is the profession of words” and it may trigger disputes if not using properly [2]. Therefore, with the rapid development of international trade and multinational corporations, legal translation plays a major role as a medium of which may lead to legal effects and even induce peace or prompt war [3]. In China, Chinese to English translation of maritime laws and regulations plays as a bridge of communications, thus it is of great significance to mainly focus on the translation of myriads of maritime legal documents to ensure the rights and interests of parties engaged in international maritime transport.

Legal translation has witnessed its development at home and abroad. In western countries, scholars have studied legal translation from different perspectives. Bhatia [4] focused on the legal genre by applying genre theory and legislative writing to legal translation. Susan Sarcevic [3] made a comprehensive study of legal translation and believed that translation is no longer a process of linguistic so-called trans-code, but an act of communication within the mechanism of law, and legal translators should be eligible to get involved in the drafting process rather than merely acting as text producers. Varo and Hughes [5] discussed the equivalence of the translation of legal texts and posited that legal translators should acquire basic legal knowledge.

While in China, after Fang Mengzhi encouraged research on the application of translation theory in 2003 [6], many domestic researchers started to step into the stage of legal translation by seeking equivalence, but they failed to integrate the features of legal language into a theoretical system or model. And other scholars explore different research methods, which may give a hint to the later studies. In terms of translation techniques, Ji Yiguang [7] concluded the stylistic features of legal English, and Huang Wei [8] emphasized the

translators' creativity of legal translation. From the perspective of translation theory, Li Kexing [9] proposed static equivalence, a more inclusive and applicable method to entirely realize equivalence in meaning, style, structure, etc. Liu Guiying and Ni aixia [10] compared static equivalence and Nida's dynamic and functional equivalence and found that the former conforms to the requirement of legal English. While Shao Chunmei [11] appreciated static equivalence as well, she also mentioned the creative role of translators.

In this paper, the corpus of Chinese and English shipping legal documents is compiled and built up with quantitative measurement tool WordSmith 8.0 and AntConc 4.0.3 to investigate the linguistic features, including lexical and syntactic parts, as well as textual practices of shipping legal documents. After that, and the corresponding strategies are then raised to provide suggestions, which may contribute to Chinese-English translators, shipping companies, and shipping lawmakers.

2. Materials and Methods

The main corpus analyzed in this paper are compiled from Contract Law of the People's Republic of China (hereinafter referred to as CL) [12], Special Maritime Procedure Law of the People's Republic of China (hereinafter referred to as SMPL) [13], Maritime Code of the People's Republic of China, (hereinafter referred to as MC) [14], Regulation of The People's Republic of China on International Ocean Shipping [15], Provisional Rules of Preventing Coast Water Pollution of the People's Republic of China [16], Maritime Traffic Safety Law of the People's Republic of China [17], and International Convention for the Unification of Certain Rules of Law relating to Bills of Lading ("Hague Rules") [18].

Before importing the selected text data into the corpus, the Chinese words and lexical annotations should be completed first via CorpusWordParser, a Chinese word separation software, and then the pre-corpus needs to make manual correction. After generating the corpus, WordSmith 8.0 and AntConc 4.0.3 are then used to analyze these shipping legal documents at the lexical, sentence, and textual levels. And the authentic examples can be selected from the corpus.

3. Results

3.1 Lexical Features

Different from general English, legal English displays unique features on word choice. In this study, the lexical features of shipping legal documents consist of the use of synonymous words, archaic words, and general words with special meanings.

3.1.1 Use of Synonymous Words

Legal English is characterized by its precision and generality with large quantities of synonyms and near-synonyms, which share some close meanings or their meanings overlap. Precise and logical, they are deliberately employed to conclude all the possibilities. Besides, phonetic paralleled words are employed to produce a certain aesthetic effect on the readers.

In shipping legal English, the collocation of “and” and “or” prevail. For example, rights and interests, by and between, terms and conditions, null and void; buy or purchase, minor or child or infant, entering or breaking, attorney or lawyer, loss or damage, etc. These expressions are frequently used in legal English and cannot be separately translated. The following examples come from the *COSCO Container Lines Bill of Lading* issued in 2001 and Contract Law of The People’s Republic of China [12], hereinafter referred to as CL.

Example 1:

Source Text:

此项交付便构成承运人的责任已完全并充分履行。

Translation:

The delivery shall constitute full and complete performance of the Carrier’s obligations.

Example 2:

Source Text:

承运人对在任何时间，不论是货物装船前或是卸船后由于火灾而使货物遭受的灭失或损害，除系承运人的实际过失所造成者外，概不负责。

Translation:

The carrier shall not be liable for any loss or damage to the Goods occurring at any time, including that before loading or after discharge by reason of any fire whatsoever, unless such fire is caused by the actual fault of the carrier.

Example 3:

Source Text:

第一条: 为了保护合同当事人的合法权益, 维护社会经济秩序, 促进社会主义现代化建设, 制定本法。 [12]..

Translation:

Article 1 This law is formulated in order to protect the lawful rights and interests of contract parties, to safeguard social and economic order, and to promote socialist modernization [12].

In these three examples, the italicized and underlined “full and complete”, “loss or damage” and “rights and interests” are synonymous pairs. Frequent use of synonymous words or near synonymous words can avoid ambiguity, convey the meaning accurately and completely, and conform to the phonetic requirement.

3.1.2 Use of Archaic Words

Archaisms, frequently used in today’s legal English, are the set of words used in the period from 450-1100 AD, and the period from 1100-1500 AD [19]. It is noted that there are abundant Old and Middle English lexicons in legal English such as words with the prefixes of “here-”, “there-”, and “where-”. Combined with other words that mean directions and causes, the new compound words are then formed to indicate stress and certainty (as shown in Table 1).

Table 1: The Old and Middle English Lexicons and Chinese Meanings

Old and Middle English Lexicons	Chinese Meaning
Hereby	由此、因此
Herein	其中、在此处

Hereof	至此，由此
Hereto	至此、关于那个
Hereunder	在...以下
Hereinafter	在下文
Hereinbefore	在上文
Heretofore	直到此时
Therein	其中
Thereof	由此、因此
Thereon	关于那、在其上
Therefrom	由此、从那里
Whereof	关于那个
Whereby	靠那个
Wherein	在那方面
Whereupon	据此、因此、于是
Wherefore	为此、因此
Aforesaid	如前所述

Archaisms always seem to add a touch of formality to the language in which they occur [20], which means they make the legal documents more precise and concise. Besides the language style, these words also influence cohesion and help reduce the possibility of ambiguity. In Chinese legal texts, functional words in classical Chinese that have the same effects as archaic words in legal English can also be found. For example, 未、经、均、之、于、上述, while the modern Chinese Words means 不, 没有、通过、都、他她它、在, 对于、上面所说的. The following example quoted from the Chinese version of maritime laws and regulations may show a vivid example of archaic words.

Example 4:

Source text:

第三十六条 国务院交通主管部门实施调查，应当会同国务院工商行政管理部门和价格

部门（以下统称调查机关）共同进行。(Chapter 5, Regulation of The People’s Republic of China on International Ocean Shipping).

Translation:

Article 36 The department in charge of transportation under the State Council shall conduct the investigations jointly with the department of industry and commerce administration and the department of price under the State Council (hereinafter referred to as the investigation departments) (Chapter 5, Regulation of The People’s Republic of China on International Ocean Shipping).

The word “hereinafter” is often translated into “在下文” when used alone, but if along with “referred to as”, the common practice is to translate the phrase into “以下统称” or “以下简称”.

3.1.3 Use of General Words with Special Meanings

In legal English, there are many common words with special meanings because they have developed fixed meanings in the long history (as shown in Table 2).

Table 2 Words with Special Meanings in Legal English and their Chinese Explanations

Words	Chinese Meanings in Legal English	Chinese Meaning in Common English
Action	诉讼	行动
Avoidance	宣告无效	逃避
Bill	议案、法案	账单、清单
Counterpart	文件副本	对应物
Execution	签订	执行
Omission	不	省略
Save	除了	救、节省

The following example is from the Maritime Code of the People's Republic of China (hereinafter referred to as MC, 2002) [14] and CL [12]:

Example 5:

Source text:

第二百六十七条 时效因请求人提起诉讼、提交仲裁或者被请求人同意履行义务而中断。
[14].

Translation:

Article 267 The limitation of time shall be discontinued as a result of bringing an action or submitting the case for arbitration by the claimant or the admission to fulfill obligations by the person against whom the claim was brought up [14].

Example 6:

Source text:

第三十三条 当事人采用信件，数据电文等形式订立合同的，可以在合同成立之前要求签订确认书。签订确认书时合同成立。[12].

Translation:

Article 33 Where the parties enter into a contract by the exchange of letters or electronic messages, one party may require execution of a confirmation letter before the contract is formed. The contract is formed upon execution of the confirmation letter [12].

In the above examples, “诉讼” and “签订” are rendered respectively to “action” and “execution” instead of “lawsuit” and “sign”. Although such words as “action” and “execution” are common in English, they convey special meanings and a feeling of formality in legal English. Therefore, it is of great significance for legal translators to know and employ common words with special meanings to make their expressions formal, clear, and concise.

3.2 Syntactic Features

The syntactic structure of shipping legal English can be divided into long and complex sentences, passive voice, and nominalization.

3.2.1 Long and Complex Sentences

The long and complex sentence that contains large quantities of information is one of the most prominent syntactic features in legal English. These sentences usually have various modifiers, such as phrases, adverbial clauses, and non-finite verbs for the sake of clarity and completion, as shown in the following examples.

Example 7:

Source text:

第三百七十条 寄存人交付的保管物有瑕疵或者按照保管物的性质需要采取特殊保管措施的，寄存人应当将有关情况告知保管人。寄存人未告知，致使保管物受损失的，保管人不承担损害赔偿责任；保管人因此受损失的，除保管人知道或者应当知道并且未采取补救措施的以外，寄存人应当承担损害赔偿责任。[12].

Translation:

Article 370 Where an article handed over by the storing party for storage has defects, or special measures need to be taken due to the character of the article, the storing party shall inform the safekeeping party of such matters. Where the storing party fails to inform the safekeeping party of such matters and consequently causes damage to the stored article, the safekeeping party shall not be liable for damages. Where the safekeeping party suffers losses therefrom as a consequence, the storing party shall be liable for damages, except in the event the safekeeping party knows the situation or ought to know it but fails to take any remedial measures [12].

Example 8:

Source text:

第四百二十六条 居间人促成合同成立后，委托人应当按照约定支付报酬。对居间人的

报酬没有约定或者约定不明确，依照本法第六十一条的规定仍不能确定的，根据居间人的劳务合理确定。因居间人提供订立合同的媒介服务而促成合同成立的，由该合同的当事人平均负担居间人的报酬。居间人促成合同成立的，居间活动的费用，由居间人承担。 [12].

Translation:

Article 426 the principal shall pay the intermediary remuneration according to the terms of the contract if the intermediary has facilitated the establishment of the contract. Where there is no such agreement in the contract on remuneration or such agreement is unclear, nor can it be determined according to the provisions of Article 61 of this Law, the remuneration shall be determined reasonably according to the service rendered by the intermediary. If the establishment of a contract has been facilitated by the intermediate service which was rendered by the intermediary, the remuneration shall be borne equally by the parties to the contract. Where the intermediary has facilitated the conclusion of the contract, the expenses for the intermediate service shall be borne by the intermediary [12].

It is noted that these long, complex, and compound sentences convey much more information than short and simple sentences that usually appear in daily English. And they boast a rigorous and logical language style that is often utilized in law or treaties.

3.2.2 Use of Passive Voice

In English, the voice can be divided into active and passive, which is determined by the informative or imaginative style of texts. The passive voice is frequently used to demonstrate the informative style, notably in the objective, non-personal style of scientific articles and news items [21] as well as legal texts in this study. The following example is from the Special Maritime Procedure Law of the People's Republic of China, hereinafter referred to as SMPL [13].

Example 9:

Source text:

第三十一条 海事请求人提交拍卖船舶申请后，又申请终止拍卖的，是否准许由海事法

院裁定。(Chapter 3, SMPL) [13].

Translation:

Article 31 Where a maritime claimant, after filing an application for auction of a ship, applies for stopping the auction, whether or not to give a permission shall be ordered by the maritime court (Chapter 3, SMPL) [13].

Example 10:

Source text:

第十三条 设定船舶抵押权，由抵押权人和抵押人共同向船舶登记机关办理抵押权登记；未经登记的，不得对抗第三人。(Chapter 2, MC) [14].

Translation:

Article 13 The mortgage of a ship shall be established by registering the mortgage of the ship with the ship registration authorities jointly by the mortgage and the mortgagor. No mortgage may act against a third party unless registered (Chapter 2, MC) [14].

In legal English, the use of the passive voice is frequently observed. As the above examples show, the occurrence of the passive voice, such as the phrases “shall not be bound by”, and “shall be established by”, is an effective way of mitigating the impact of the directive on the addressee.

3.2.3 Nominalization

In legal English, adjectives are rarely used and verbs tend to be nominalized because norms are more formal to show the authentic style of legal texts than other forms of words. For example, lawmakers use “on expiration of the contract” rather than “when the contract expires” and “there has been due observance on your part” is preferable compared with “you have duly observed”.

Example 11:

Source text:

第一百二十六条 船舶优先权催告期间届满，无人主张船舶优先权的... (Chapter 11, SMPL) [13].

Translation:

Article 126 When no one claims the maritime liens by the expiration of the period of publication of a notice for maritime liens... (Chapter 11, SMPL) [13].

Example 12:

Source text:

第十七条 当事人对裁定不服的，可以在收到裁定书之日起五日内申请复议一次。
(Chapter 13, SMPL) [13].

Translation:

Article 17 If the party concerned is not satisfied with the order, he may, within five days from the date of the receipt of the order, apply for reconsideration which would be granted only once (Chapter 13, SMPL) [13].

In the above examples, the two nouns “expiration” and “receipt”, function as a component of a clause. If the corresponding verbs occur in the sentence respectively, the structures are needed to be expanded. Therefore, it is noted that the use of nominalization cuts down the number of clauses and further optimizes the sentence structure. Moreover, in some cases, nominalization may demonstrate a formal style, which conforms to the primary requirement of legal English.

4. Textual Practices and Strategies of Translating of Shipping Legal Documents

The translation of shipping legal English at the textual level will be first analyzed from structure, cohesion, and conditional clause. And then corresponding strategies are put forward in this study.

4.1 Practices at Textual Level

Textual translation, the equivalence between the source text and target text, sometimes is hard to realize due to the geographical, historical, and cultural differences, especially the way of thinking. And the structural arrangement is one of the important factors in determining textual differences [22]. Therefore, analyzing the structural differences between Chinese and English is beneficial to translation at the textual level and further improves the understanding of cross-cultural communication. The basic unit of textual translation is paragraphs, but those in legal texts are composed of clauses and articles. To ensure the fluent and accurate translation of legal texts, translators should start with the clauses integrated into the texts (as shown in the following examples).

Example 13:

Source text: 港口企业停业的,应当报市港口主管部门备案...港口企业变更港口业务范围,吸引外资或者引进外国设备的,应当经过原审批机关的审批。 (“*Shipping Transaction Bulletin*”).

Translation:

*A port enterprise that intends to cease its operation shall file with the municipal port competent department for record.....In the event a port enterprise intends to change the scope of its service, utilize overseas capital or introduce equipment from abroad, it shall apply to the original examining and approving department for re-examination and re-approval ... (“*Shipping Transaction Bulletin*”).*

In the source text, two Chinese sentences share the same grammatical structure (“的”), but their translations are different. The first “的” which is modified by a relatively short attribute is embedded in an attributive clause, while the second “的” is modified by lengthy modifiers. In fact, the second part can be translated into “A port enterprise that intends to change the scope of its service, utilize overseas capital or introduce equipment from abroad shall apply to the original examining and approving department for re-examination and re-approval”, which would break the rule of end weight in the arrangement of sentences. Moreover, the terms of “in the event” rather than “if” strengthens the formality of shipping legal laws and regulations. This translation not only achieves content equivalence but also ensures readers to realize

legal effect equivalence, which together fulfills the functional equivalence raised by Nida [23].

Cohesion is another element in textual analysis [24]. According to Halliday and Hason [25], the cohesive devices are divided into grammatical cohesion and lexical cohesion, of which the former is comprised of pronoun, ellipsis, substitution, and conjunction. And the pronoun, applying one element to refer to another element in one text [26], will be analyzed in this study, as shown in the following example:

Example 14:

Source text:

第二十六条, 海事法院在发布或者接触扣押船舶命令的同时, 可以向有关部门发出协助执行通知书, 通知书应当载明协助执行的范围和内容, 有关部门有义务协助执行。海事法院认为必要, 可以直接派员登轮监护。(SMPL, 2002) [13].

Translation 1:

Article 26: While the maritime court issues an order for arresting of a ship, it may send a notice to relevant departments for assistance in execution of the order. In the notice shall be stated the scope and specific tasks of the assistance in execution of the order, and the relevant departments have the obligation to assist in the execution. When the maritime court deems it necessary, it may directly send officers to go aboard for purposes of supervision. (SMPL, 2002) [13.]

Repetition of nouns is frequently used in both legal Chinese and legal English, but it may lead to redundancy. And that is the reason the pronoun works. In the above example, three underlined pronouns “it” are used to replace the repeated nouns to make the translation concise. It can be found that there is overuse of pronouns: the first and third “it” refer to “the maritime court” but the second one means “sending officers to go aboard for purposes of supervision”, which may be confusing for readers. If the first and third “it” here are transferred to their original meaning, the English version will be more readable. The following version is recommended (For reference only):

Translation 2:

The maritime court may, while issuing an order for arresting of a ship, send a notice to relevant departments for assistance in execution of the order. In the notice shall be stated the scope and specific tasks of the assistance in execution of the order, and the relevant departments shall have the obligation to assist in the execution. When deeming it necessary, the maritime court may directly send officers to go aboard for purposes of supervision.

In this translation, a “shall” is supplemented to stress that “the relevant departments” “have the obligation to assist in the execution”, which makes the sentence clearer for readers and shedding light on text-based cohesion in legal English.

Besides, the text of shipping laws and regulations is featured by the function of information and appellation that are achieved by either descriptive or prescriptive means. For that reason, the conditional clause is a frequent sentence pattern for shipping legal documents translation which has drawn public concern since 1843 when George Code concluded that the main elements of conditional clauses are the case, the condition, the legal subject, and the legal action, where the first two are to describe the fact situation and the last two to indicate the legal subject and the legal action taken into force. In shipping legal English, conditional clauses are adopted to show the actual situation with such keywords as “if”, “should”, “in view”, “in case”, “provided that”, “providing that”, “on condition that”, “in the event”, etc. But their positions are more flexible than Chinese. Therefore, translators may need to rearrange the position of the clauses to conform to the English language style (as shown in the following examples).

Example 15:

Source text:

如发生事故, 应采取紧急措施, 进行打捞清除。(Article 23, Provisional Rules of Preventing Coast Water Pollution of the People's Republic of China) [16].

Translation:

Should accidents occur, urgent measures shall be adopted to retrieve and remove the cargo. (Article 23, Provisional Rules of Preventing Coast Water Pollution of the People's Republic of

China) [16].

Example 16:

Source text:

第五十二条 过去颁布的海上交通安全法规与本法相抵触的，以本法为准。(Maritime Traffic Safety Law of the People's Republic of China) [11].

Translation:

Article 52 *In case of conflict between laws and regulations pertaining to maritime traffic safety hitherto promulgated and this Law, this Law shall prevail.* (Maritime Traffic Safety Law of the People's Republic of China) [11].

Example 17:

Source text:

第十条 海事法院与地方人民法院之间因管辖权发生争议，由争议双方协商解决；协商解决不了的，报请他们的共同上级人民法院指定管辖。(SMPL, 2002) [13].

Translation:

Article 10 *In the event of a jurisdictional dispute between a maritime court and people's court, it shall be resolved by the disputing parties through consultation; if the dispute cannot be so resolved, it shall be reported to their common superior people's court for the designation of jurisdiction* (SMPL, 2002) [13].

From these examples above, the translation of “如果” in Chinese conditional clause can use “should”, “in case of”, and “in the event of”, showing that translators could choose similar words when translate shipping legal texts. With flexible and idiomatic translation, the target texts could conform to the English language style and facilitate the comprehensions of readers.

4.2 Strategies of Translating Shipping Legal Documents

Legal language is rigorous and accurate, but there will be inevitably an imbalance between the original text and the target text because each legal system is the collection of culture, history, usage, and habits of a specific group within a complex social and political framework. Therefore, translators are suggested to possess some strategies of translating shipping legal documents such as strengthening legal knowledge, avoiding word-for-word translation, paraphrasing, and more importantly, analyzing complex sentences in translation.

Legal language is featured by the long and complex sentences which are difficult to translate. In this study, translators are suggested to separate the specific sentence into several parts, translate individual parts, and rearrange the target sentences logically (as shown in the following example).

Example 18:

Source text:

Article 6 Notwithstanding the provision of the preceding Articles, a carrier, master or agent of the carrier and a shipper shall in regard to any particular goods be at liberty to enter into any agreement in any terms as to the responsibility and liability of the carrier for such goods, and as to the rights and immunities of the carrier in respect of such goods, or his obligation as to seaworthiness, so far as this stipulation is not contrary to public policy, or the care or diligence of his servants or agents in regard to the loading, handling, stowage, carriage, custody, care and discharge of the goods carried by sea, provided that in this case no bill of lading has been or shall be issued and that the terms agreed shall be embodied in a receipt which shall be a non-negotiable document and shall be marked as such [18].

Before translating, we should divide the long and complex sentence into several small parts:

- 1) The main structure: a carrier, master or agent of the carrier and a shipper shall be at liberty to enter into any agreement.
- 2) Provided that in this case no bill of lading has been or shall be issued and that the terms agreed shall be embodied in a receipt which shall be a non-negotiable document and shall be marked as such

3) In any terms as to the responsibility and liability of the carrier for such goods, and as to the rights and immunities of the carrier in respect of such goods, or his obligation as to seaworthiness, so far as this stipulation is not contrary to public policy.

4) The care or diligence of his servants or agents in regard to the loading, handling, stowage, carriage, custody, care and discharge of the goods carried by sea.

Translation:

第六条:

1) 承运人、船长或者承运人的代理人必须与托运人自由地订立任何协议

2) 必须未曾签发或不签发提单，而且应将上述协议的条款载入不得转让且已注明这种字样的收据。

3) 就承运人对任何特定货物应付的责任和应尽的义务，以及他所享受的权利与豁免，或其对船舶适航的责任。

4) 就承运人的雇佣人或代理人在航运货物的装载、搬运、运送、保管、照料或卸载的注意和谨慎方面

After analyzing the sentences, we can find that 1) is the structure of the whole

sentence, 3) and 4) convey the parallel meaning and identify subjects of the agreement.

Therefore, according to the features of the Chinese language, the whole sentence can be translated below by combining the four parts systematically.

Translation:

虽有前述各条规定，只要不违反公共秩序，承运人、船长或承运人的代理人必须与托运人就承运人对任何特定货物应负的责任和应尽的义务，以及他所享受的权利与豁免，或其对船舶适航的责任等，以任何条件、自由地订立任何协议、或就承运人的雇佣人或代理人海运货物的装载、搬运、配载、运送、保管、照料和卸载的注意和谨慎方面，亦可自由订立任何协议，但在这种情况下，必须未曾签发或不签发提单，而且应将上述协议

的条款载入不得转让且已注明这种字样的收据。 [18]

5. Conclusion

Shipping legal documents regulate laws and rules in the shipping industry, whose accurate and consistent translation is of great significance against the background of economic globalization and international trade. To facilitate people's understanding of shipping legal documents in Chinese and English, linguistic features and textual practices of shipping legal documents are analyzed with quantitative measurement tool in this study along with authentic examples from the complied laws and rules. Lexical and syntactic features are discussed in the section of the linguistic feature. The former is comprised of the use of synonymous words, archaic words, and general words with special meanings while the latter includes the analysis of long and complex sentences, passive voice, and nominalization. Besides, the translation of shipping legal documents at the textual level is examined from the perspectives of structure, cohesion, and conditional clause. In the end, corresponding strategies are put forward, focusing on the Chinese-English translation process of complex sentences.

Aiming to provide the translated shipping legal documents with consistency, accuracy, and formality, this paper may be devoted to Chinese-English translators in this field, shipping companies, shipping lawmakers, and other parties. Moreover, if more legal articles should be adopted to forge a larger corpus, the results and discussion of this paper would be more scientific and persuasive.

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