

A Case Study of Inter-sentence Conjunctions in Chinese/English Legal Parallel Texts

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Abstract: The present study is a contrastive study of inter-sentence conjunctions in Chinese/English legal parallel texts. Conjunction is one of the five cohesive devices put forward by Halliday and Hasan (1976). Many scholars have applied their model of cohesion to the study of English and Chinese languages. As for the use of conjunction in Chinese and English, most scholars believe that there are more cases of conjunction in the English legal texts than in the Chinese ones because it is generally considered that Chinese is predominantly paratactic and English mainly hypotactic. Besides, up to now little detailed contrastive study has been done on conjunctions in Chinese/English non-literary texts.

Legal language is a specialized language whose distinctive feature is the pursuit of precision. As a result of the importance attached to the letter of law and the pursuit of precision in legal texts, most studies on legal language are devoted to the characteristic features of legal language at the word and sentence level, to the exclusion of textual and pragmatic considerations. The present study will mainly look at the features of legal texts from the perspective of conjunction at the textual level and find out whether Chinese uses fewer cases of conjunction than English in legal texts.

The Chinese and English legal parallel texts about arbitration rules will be used for this contrastive analysis. It is hoped that the findings of this research will test the explanatory force of hypotaxis and parataxis in the use of conjunction in legal texts and give a clearer picture of conjunction at the textual level in Chinese and English legal parallel texts, and therefore reconstruct the discourse on the Chinese language.

Keywords: conjunction, Chinese and English, legal parallel texts, hypotaxis; parataxis

0. Introduction

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In 1976, Halliday and Hasan made a detailed study of cohesion in English and classified cohesive devices into five categories: reference, substitution, ellipsis, conjunction, and lexical cohesion. After the publication of *Cohesion in English*, scholars from different fields and all over the world focused their attention on cohesion and studied cohesion from different perspectives and approaches. Since then, many scholars have referred to their model and expressed their opinions for or against Halliday and Hasan's theory of cohesion.

In China, some scholars have applied Halliday and Hasan's model of cohesion to Chinese studies and made a comparison of these cohesive devices between Chinese and English in the past three decades (e.g. Qian, 1983; Zuo, 1995; Xu, 1996). As for the use of conjunction in Chinese and English, most scholars believe that there are more cases of conjunction in the English legal texts than in the Chinese ones because it is generally considered that Chinese is predominantly paratactic and English mainly hypotactic. However, the answer to the extent to which languages are hypotactic or paratactic in given text types is "still surprisingly impressionistic" (Fawcett, 1997, p. 97). Besides, up to now little detailed contrastive study has been done on conjunctions in Chinese/English non-literary texts.

Every field of expertise has its own unique language features. On a larger scale, every major human institution, such as medicine, business, and law, develops its special way of conceiving and constructing the world, and its specialized language to express this understanding. Legal language is a specialized language whose distinctive feature is the pursuit of precision. As a result of the importance attached to the letter of law and the pursuit of precision in legal texts, most studies on legal language are devoted to the characteristic features of legal language at the word and sentence level, while "textual and pragmatic considerations tend to be ignored" (Sarcevic, 1997, p. 2). In the studies of legal language both in Chinese and English, a new trend has emerged towards the analysis of textual features of legal language. Some scholars have applied the theories of discourse analysis to legal spoken and written texts in both Chinese and English (e. g. Du, 2004). Unlike previous studies of legal language which focused on the features of legal language at the word and sentence level, the present study will mainly look at the features of legal texts from the perspective of conjunction at the textual level and find out whether Chinese uses fewer cases of conjunction than English in legal texts.

1. A Brief Note on the Notion of Yihe (Parataxis) and Xinghe (Hypotaxis)

It is generally believed that it is Wang Li who first put forward the terms *Yihe* and *Xinghe* (translations for parataxis and hypotaxis, respectively). In his opinion, conjunctions may not be needed in Chinese complex sentences, thus making parataxis an unmarked feature in Chinese, whereas western languages, such as English, are characterized by

hypotaxis where conjunctions are necessary for clause combination.

After Wang Li, many scholars put forward their understandings towards *Yihe* and *Xinghe*, and they can be roughly categorized into two groups. Representatives for the first group include Lian (1993), Chan (2004) and Ke (2004). Lian (1993) quotes definitions of parataxis and hypotaxis from English dictionaries. Chan (2004) defines parataxis as “the construction of sentences through word order and logical sequencing of elements, resulting in syntactic conciseness, e.g. Chinese.” (p. 166) and regards hypotaxis as “the construction of sentences mainly through formal markers like connectives and prepositions, resulting in syntactic preciseness.” (p. 100) Ke (2004) believes that parataxis refers to “the placement of related clauses, construction, etc. in a series without the use of connecting words” (p. 167) whereas hypotaxis is “the placement of related clauses, constructions, etc. in a series using connecting words” (*ibid.*).

The representatives for the second group are Liu (1992) and Pan (1997). Liu (1992) extends the scope of parataxis and hypotaxis from sentence to text, claiming that hypotaxis focuses on cohesion in form, whereas parataxis on coherence in meaning. Pan (1997) states clearly that parataxis and hypotaxis exist both below and above sentence levels. Scholars tend to agree that Chinese is a paratactic language below the sentence level. However, there are divergent opinions as to Chinese and English above the sentence level. Liu (1992) thinks that Chinese and English are still governed by parataxis and hypotaxis respectively above the sentence level. Different from Liu (1992), Pan (1997) argues that Chinese is hypotactic and English paratactic above the sentence level.

In previous studies of parataxis and hypotaxis, two works merit our attention: Guo (2007) and Wang (2007). Guo (2007) pays special attention to methodological and philosophical considerations in previous studies and explores *Yihe* and *Xinghe* of Chinese and English at the word, sentence and text levels. He emphasizes a dialectical approach in contrastive studies between Chinese and English. Wang (2007) makes a critical review of previous studies on *Yihe* and *Xinghe*, and points out that *Xinghe* and *Yihe* on one hand, and hypotaxis and parataxis on the other, are not corresponding pairs of concepts, with considerable discrepancies between the two.

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2.1 Research questions for this study

Based on the assumption that Chinese is predominantly paratactic while English mainly hypotactic, the questions to be addressed in this thesis are:

(a) Are there fewer cases of conjunction between sentences of Chinese legal texts and more cases of conjunction between sentences of English legal texts?

(b) What factors influence the use of conjunctions across sentence boundaries?

2.2 Methods

2.2.1 Data collection

In previous contrastive studies on conjunctions, only unidirectional parallel texts, Chinese source texts and their English translations, were collected for contrastive analysis. The major problem with translations is that they reflect not only the features of the target language, but also those of the source language. As James (1980) points out, the main limitation of these translated texts is “their potential for translation-distortion, that is, the target-language text can show signs of interference from the source-language” (p. 113). Many scholars have pointed out the limitations of translated works in contrastive linguistics and proposed the use of bidirectional parallel texts for contrastive textual analysis (e.g. Hartmann, 1980; James, 1980; Filipovic, 1984; Blum-Kulka, 1986/2004). Given the limitations of unidirectional parallel texts, bidirectional legal parallel texts of the same subject matter will be selected for this contrastive analysis. Bidirectional legal parallel texts refer to Chinese legal texts with their English translations, and English legal texts with their Chinese translations. Besides, these legal texts are all of the same subject matter.

In the present study, four legal texts of arbitration rules are selected: China International Economic and Trade Arbitration Commission (CIETAC) Arbitration Rules (2005) in Chinese (hereinafter referred to as PRC-C), the English translation of PRC-C (hereinafter referred to as PRC-E), Arbitration Rules issued by United Nations Commission on International Trade Law (UNCITRAL) in English (hereinafter referred to as UN-E), and the Chinese translation of UN-E (hereinafter referred to as UN-C).

PRC-C was enacted by the China Council for the Promotion of International Trade on January 11th, 2005 and came into effect as of May 1st, 2005. Both PRC-C and its translation, PRC-E, were selected from Isinolaw, a database the library of the University of Macau subscribes to. Isinolaw has been authorized to provide the most comprehensive legal information of the People’s Republic of China and the most authoritative English translation of statutes, judicial interpretations, cases, arbitration awards and other legal matters.

UN-E was issued by United Nations Commission on International Trade Law (UNCITRAL) on April 28th, 1976 and adopted by the United Nations on December 15th, 1976. Both UN-E and its translation, UN-C, were selected from *Selected Readings on Laws and Practices in International Trade* (1986).

2.2.2 Procedures and methods

The procedures and methods adopted in this case study are addressed in this section. Three aspects merit attention in this case study: 1) occurrences of conjunctions between

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sentences; 2) calculation of the number of clauses, sentences, English words and Chinese characters; 3) indices of comparison.

It should be noted that only tokens/words and tokens/characters were used in the previous contrastive studies between Chinese and English. Chinese language has undergone a tremendous change in the past centuries. One of the prominent features of modern Chinese are numerous compound words composed of more than one Chinese character, and there tends to be more Chinese characters than English words. Obviously, the primary limitation of tokens/words and tokens/characters is that this method reflects the typological differences between English and Chinese, rather than textual ones. Therefore, three methods are adopted in the present study, that is, tokens/sentence, tokens/clause, tokens/words or tokens/characters, in order to find the real differences between Chinese and English.

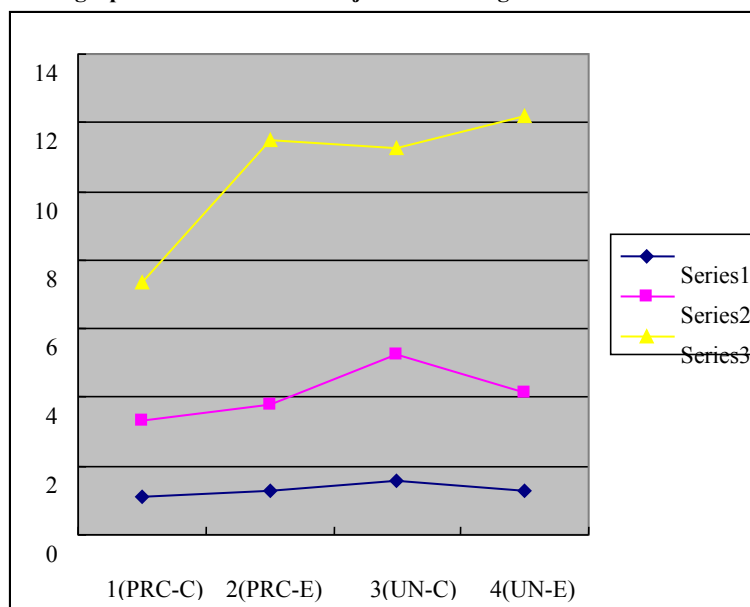
2.3 Results

Table 1 illustrates the use of conjunctions between sentences in Chinese and English legal texts. A number of interesting points emerge from Table 1: on the one hand, nine conjunctions are used in the Chinese legal source text and ten in its English translation; on the other hand, only seven conjunctions are used in the English legal source text and eight in its Chinese translation. These numbers are too infrequent to draw any conclusion about the differences between Chinese and English. The results presented in Table 1 clearly show that both Chinese and English legal texts do not use a large number of inter-sentence conjunctions. Another interesting phenomenon merits our attention: one additional conjunction is used in the two translations than their respective source texts. This is quite different from findings of previous contrastive studies of conjunctions in Chinese and English literary texts.

Table 1. The occurrence of inter-sentence conjunctions in Chinese and English legal texts

	PRC-C	PRC-E	UN-C	UN-E
Number of inter-sentence conjunctions	9	10	8	7
Number of clauses	793	779	574	536
Number of sentences	269	262	172	169
Number of words or characters	12285	8721	8000	5731
Ratio of tokens/clause	1.13	1.28	1.57	1.31
Ratio of tokens/sentence	3.35	3.82	5.23	4.14
Ratio of tokens/10,000 words or characters	7.33	11.47	11.25	12.21

Figure 1. Line graph of inter-sentence conjunctions in legal texts



Series 1=ratio of tokens per clause, Series 2=ratio of tokens per sentence, Series 3=ratio of tokens per 10,000 words/characters

The results of the use of inter-sentence conjunctions in the selected legal texts are set out in the line graph of Figure 1. It seems that Series 1 and 2 in Figure 1 do not clearly show the differences in terms of the use of inter-sentence conjunctions in English and Chinese legal texts. Series 3 does not reflect the real differences between Chinese and English because of the limitation mentioned in section 2.2.2. It is necessary to carry out a Chi-square correlation test of statistical significance in order to find out whether there are statistically significant differences in terms of the use of inter-sentence conjunctions in the selected legal texts.

Table 2. The Chi-square correlation test of significance of inter-sentence conjunctions

	Tokens/clause	Tokens/sentence	Tokens/words
Overall difference	0.96257173	0.8524247	0.99514021
Difference between C/E S	0.97278727	0.89201447	0.99640914
Difference between C/E T	0.9742929	0.89879428	0.99672533
Difference between Chinese S/T	0.97346104	0.8953351	0.99641596
Difference between English S/T	0.97359786	0.89536127	0.99671786

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S=Source text, T=Translation, $p<0.05$ (significant at 0.05 level of probability)

The results of Chi-square correlation tests are presented in Table 2. As it can be clearly seen, in terms of the use of inter-sentence conjunctions in the selected legal texts, there are no statistically significant differences between Chinese and English source texts, between Chinese and English translations, between the Chinese source text and its translation, as well as between the English source text and its translation.

3. Discussion

Inter-sentence conjunctions can serve as signaling devices to help make the reception of a text efficient. They can assist the text producer as well, during the organization and presentation of a text. Although the pursuit of precision is the driving force behind many features of legal language and it requires that the relations between sentences should be stated clearly, there are not many cases of conjunctions used across sentence boundaries in the selected Chinese and English legal texts. Only a small number of inter-sentence conjunctions are used in the legal texts. For instance, in examples (1) and (2), the Chinese inter-sentence conjunction *dan* (但), ‘however’, and the English inter-sentence ‘however’ are used across sentence boundaries in these legal texts to indicate cases of exception.

- (1) a. 申请人可以对其仲裁请求提出更改, 被申请人也可以对其反请求提出更改。但是, 仲裁庭认为其提出更改的时间过迟而影响仲裁程序正常进行的, 可以拒绝受理其更改请求。

(Article 14, the CIETAC Arbitration Rules)

- b. The Claimant may request to amend his claim and the Respondent may request to amend his counterclaim. **However**, the arbitration tribunal may refuse to accept such a claim of amendment if it considers that the request has been raised too late and may affect the progress of the arbitration proceedings.

- (2) During the course of the arbitral proceedings, either party may amend or supplement his claim or defense unless the arbitral tribunal considers it inappropriate to allow such amendment having regard to the delay in making it or prejudice to the other party or any other circumstances. **However**, a claim may not be amended in such a manner that the amended claim falls outside the scope the arbitration clause or separate arbitration agreement. (Article 20, the UNCITRAL Arbitration Rules)

On the whole, Chinese and English legal texts show a similar preference for a small number of inter-sentence conjunctions. There is no significant difference in the frequency of inter-sentence conjunctions used in these texts. This suggests that supposed hypotactic/paratactic differences between English and Chinese are not realized as inter-sentence conjunction. It is also not clear if this would be true for a larger and more varied sample of legal texts. There are some factors which influence the use of inter-sentence conjunctions in legal texts.

White (1982) believes that in legal language the most serious obstacles to comprehensibility “are not the vocabulary and sentence structure employed in law, but the unstated conventions by which language operates” (as quoted by Bhatia, 1995, p. 208). Legal generic framework or structure is one of the “unstated conventions”. Generic framework or structure is seen to “complement conjunctive structure” (Martin, 1992, p. 268), and it could be used to take account of the use of inter-sentence conjunctions in legal texts. In legal texts it is common to have a great number of terms, such as chapters, sections and articles, and legal texts are divided into chapters, sections and articles. This unique generic structure of legal texts has, to a great extent, limited the use of inter-sentence conjunctions. Haggard (1996) points out that inter-sentence conjunctions serve no purpose and should be omitted in a legal document, because a legal document “is not an argument and it need not be eloquent in the rhetorical sense” (p.337), and also the relationship between the sentences of a legal document “should be evident from the organizational scheme of the document and the numbered/lettered heading that it contains” (*ibid.*). Therefore, the organizational scheme of the document realized by the unique generic structure of legal texts, “chapter-section-article”, has to a great extent limited the use of inter-sentence conjunctions. The generic constraints on the use of inter-sentence conjunction apply in Chinese legal texts as well as in English ones.

In addition to the unique generic framework in legal texts, the special sequences are another one of the “unstated conventions”, and they also play an important role in limiting the use of inter-sentence conjunctions. As can be seen from many legal documents, “the overall document may follow one general sequence, but the major sections may have their own internal logical sequence of a different variety” (Haggard, 1996, p. 245). These special inner logical sequences in legal documents, such as chronological, based on importance, frequency of occurrence, familiar before unfamiliar, rules before exceptions, and so on, have considerably limited the use of conjunctions across the sentence boundaries. For example, most major sections of legal texts are likely to be written in the chronological sequence. In the CIETAC Arbitration Rules and the UNCITRAL Arbitration Rules, for instance, the major sections of these documents regulate a relationship extending over several phases and these rules are written to deal with the events in the chronological order in which they should occur.

To sum up, the selected Chinese and English legal texts show a similar preference for a small number of inter-sentence conjunctions. Maybe similar legal generic framework and the inner logical sequences adopted in both Chinese and English legal texts play an important role in the use of inter-sentence conjunctions in the selected legal texts and are likely reasons why there is no significant difference between Chinese and English.

4. Conclusion

The present study is an attempt to re-understand the Chinese language in comparison with English. Through a contrastive study of inter-sentence conjunctions in Chinese and English legal texts, the results show that Chinese and English legal texts are similar in the sense that both have a preference for a small number of inter-sentence conjunctions. Several factors are suggested for the similar use of inter-sentence conjunctions in Chinese and English legal texts. At the textual level, legal generic framework and special inner logical sequences have, to a great extent, limited the use of inter-sentence conjunctions.

No study is perfect and this study is not an exception. First of all, only arbitration rules are used in the present study, but we need to bear in mind that different kinds of legal texts exist in different legal systems. Second, it is of paramount importance to avoid blanket generalizations since there are many different kinds of text types such as literary texts, journalistic texts, etc. Third, the data at our disposal is not substantial. Therefore, it is necessary to build a corpus of bi-directional parallel texts of various text types in the future. Besides, a diachronic perspective could be adopted as a new approach to better understand the Chinese language.

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