

***Dissertationes legilinguisticae 9***  
**Legilinguistic studies 9**

Studies in Legal Language and Communication

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Studies in Legal Language and Communication

Editor-in-chief: Aleksandra Matulewska  
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Volume 9

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ISBN 978-83-65287-51-9

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Poznań 2017

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Studies in Legal Language and Communication

Contrastive Parametric Study of Legal  
Terminology in Polish and Chinese  
Application of Parametric Approach to Comparison of  
Legal Terminology  
between Polish and Chinese  
for Translation Purposes

Joanna Grzybek

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Wydawnictwo Naukowe CONTACT  
Poznań 2017

The financial support granted by the National Science Centre of the Republic of Poland (Sonata Bis program – the research grant no. DEC-2012/07/E/HS2/00678, titled: Parametrisation of legilinguistic translatology in the scope of civil law and civil procedure)

# Contents

<b>0. Introductory remarks .....</b>	<b>7</b>
0.1. Research Hypothesis .....	9
0.2. Terms selected to verify or falsify the hypothesis .....	10
0.3. Analysed corpora .....	11
 <b>Chapter 1.</b>	
1. Hierarchy of parameters and relevant postulates for Polish-Chinese Translatology .....	15
1.1. Relevant parameters for Polish-Chinese .....	15
1.2. Relevant parameters for Chinese-Polish .....	55
1.3. Concluding remarks .....	67
 <b>Chapter 2.</b>	
2. Relation of convergence (functional equivalents) .....	69
2.1. Relation of synonymy and relation of complementarity (holonymy and meronymy) .....	69
2.2. Relations of polysemy, homonymy and homophony, and relation of complementarity (hypernymy and hyponymy) .....	84
 <b>Chapter 3.</b>	
3. Translational algorithm: application and directives .....	101
 <b>Chapter 4.</b>	
4. Translating for different communication communities .....	131
4.1. The term <i>dziecko</i> ‘child’ in translation for different communication communities .....	131
4.2. The term 未成年人 <i>weichengnian ren</i> ‘minor’ in translation for different communities .....	140

4.3. The term 曲艺作品 <i>quyi zuopin</i> ‘gu yi works’ in translation for different communities .....	147
4.4. The general clause 社会的安定 <i>shehui de anding</i> ‘social stability’ in translation for different communities.....	148
4.5. The term <i>sąd pierwszej instancji</i> ‘court of first instance’ in translation for different communities .....	150

<b>Concluding remarks</b> .....	153
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List of tables .....	155
Bibliography .....	159

## 0. Introductory remarks

The purpose of this study is to examine the theory of ‘legilinguistic translatology’ in the practice of Polish-Chinese and Chinese-Polish translation of the terminology of substantive and procedural civil law. The authors examined the process of establishing translational equivalents for partial equivalence, using the parametric approach to legal translation. The research consists of terminological analysis of texts of substantive and procedural civil law formulated in Chinese and Polish, as well as comparison of semantics of functional equivalents in different legal systems and cultures. The authors investigated whether the attributing properties from the dimensions relevant in the translation of civil-law terms can be helpful in the process of the translation. The objective was to establish translational equivalents in the light of significant differences between the legal realities of the different systems of civil law. The research was funded by the research grant no. DEC-2012/07/E/HS2/00678, titled *Parameterization of legilinguistic translatology in the scope of civil law and civil procedure* and awarded by the National Science Centre of the Republic of Poland (Sonata Bis programme).

The authors’ overarching goal was to parametrize the meanings of synonyms in Polish and Chinese and establish the degree of equivalence. Chinese terminology of civil law and civil procedure developed at the turn of the 20<sup>th</sup> century. Some statutory provisions are similar in Poland as a result of the high degree of reception of European civil law by Chinese legislature. The similarities between certain legal terms in Poland and China stem from similar systemic changes that occurred at the end of the 20<sup>th</sup> century. Systemic changes, that is to say, structural, economic and social changes, are the common foundation for the legal terms used in China and Poland. Many terms were established in both countries on the basis of the experience of communist justice and the Soviet model. China adopted the notion of ‘socialist market economy’, subsequently harmonized with international practice. Institutionalization of the majority of civil-

law rules followed in the 20<sup>th</sup> century. As a result of a high degree of reception of substantive and procedural civil law, Chinese legal terminology is mostly based on translations of foreign legal terms and concepts. However, there are legal institutions in the People's Republic of China (hereinafter 'China' in general) that could be traced back to Chinese tradition, some of it predating that of western countries (*e.g.* in mediation, intellectual property and succession). Some have roots in the Confucian aspiration to harmony. This results in the hybridity of legal terminology and different comprehension of the terminology by different translation recipients.

The following research methods are applied in the analysis of terminology: i. pragmatic model of translation of legal terminology (Kierzkowska 2002); ii. comparison of parallel texts (Delisle 1999), iii. Vermeer's *skopos* theory (Vermeer 2001); iv. parametrization of terminology (Bańcerowski, Matulewska 2012); v. techniques of providing translational equivalents for non-equivalent terms (Newmark 1988; Dzierżanowska 1990; Baker 1992; Matulewska 2007; Kierzkowska 2002). On the basis of the applied research methods, the authors of the monograph proposed translation directives for selected terms, intended for a specific section of legilinguistic reality. They also took into account the translation recipient and the function of the text, the relationship between source and target texts, and intertextuality. They also applied the results of studies on equivalence, in particular legal equivalence, that were particularly intensive at the turn of the 20<sup>th</sup> and 21<sup>st</sup> centuries. Finally, they selected techniques of providing equivalence for non-equivalent terms, as well as the model of pragmatic translation of legal terms by Kierzkowska (2002) and the theory of parametrization of legilinguistic translatology by Bańcerowski and Matulewska (2012) and Matulewska (2013).

Generally speaking, the fabric of civil law-relationships are civil-law rights and obligations. When a subject of civil law fails to comply with an obligation, this means infringement of the rights of a different party and violation of a legal rule. Consequently, the subject will have to bear civil liability (Jonnes 1989:42). In traditional China criminal and civil law were not separate, as cases involving monetary obligations, family, marriage, and land matters were often handled through criminal procedure. The civil liability determined by civil law also forms a sort of independent legal liability (Jonnes 1989:44). Therefore, there are legal terms that have different origins and are understood differently in the legal reality of today. For some terms we



can find several potential equivalents in the target language and consequently have to choose the best alternative.

## 0.1. Research hypothesis

There are legal terms in the Chinese and Polish legal systems that are sufficiently translationally equivalent. For instance, the Polish term *zdolność prawna* ‘legal capacity’ means the abstract ability to be the subject of rights and obligations in the scope of civil law (Strzebińczyk 2013). The notion of legal capacity as ability to be the subject of rights and obligations in civil law also functions in Chinese legal thought under the name of 民事行为能力 *minshi quanli nengli* (see: 法律出版社法规中心. 民事 *Falü chubanshe fagui zhongxin. Minshi*. 2014:10). This normative category defines the status of every person as a potential subject of the aforementioned rights and obligations. Similarly, everyone has judicial capacity in civil procedure (Article 64 § 1 of Polish Civil Code; Strzebińczyk 2013). Legal capacity can be understood as the power of a natural person or a juridical person to enter into binding contracts, and to sue and be sued in one’s own name. In Chinese law (Article 9 of the General Provisions of Civil Law of the People’s Republic of China) (hereinafter the ‘China’s General Provisions of Civil Law’) and in Polish Civil Code (Articles 8) alike, a citizen has the capacity for civil rights from birth to death. An exception (Article 9) is the right of an ‘unborn child’ — ‘a foetus’ (胎儿 *tai’er* in Chinese and Chinese Pinyin) to succession (see: Article 28 of the Law of Succession of the People’s Republic of China, hereinafter ‘Chinese Succession Law’, and Article 927 § 2 of Polish Civil Code; Yao Ruiguang 2011:57). Chinese legislature emphasizes that all citizens are equal regarding their capacity for civil rights (see: Article 10 of China’s General Provisions of Civil Law, Article 28 of Chinese Succession Law). In contrast to the equal capacity of natural persons, legal competence 行为能力 *xingwei nengli* (*zdolność do czynności prawnych* in Polish) is differentiated among natural persons in accordance with their age and

mental maturity (no competence, limited competence and full competence) (Zhu Yikun 2007:59; Yao Ruiguang 2011:68–71).

There are Polish legal terms that have more than one Chinese equivalent, and there are Chinese legal terms that also have several synonymous equivalents, proposed by authors of legal dictionaries (mentioned in References) and used by the legislature or authors of legal commentaries (mentioned in References). The comparison of potential equivalents in the target language in respect of the relevant parameters can help pinpoint that equivalent which shares the largest number of properties with the term being analysed. Whichever term in the target language shares the largest number of properties with the source-language term can be regarded as the most equivalent. To determine the most relevant parameters in legal translation of Polish and Chinese terms of civil law and civil procedure, the authors selected certain terms that can be difficult in practical Chinese-Polish and Polish-Chinese translation.

## 0.2. Terms selected to verify or falsify the hypothesis

The following Polish terms and their potential Chinese translational equivalents are used in this study: *przedmiot egzekucji* ‘object of execution’, *kupujący* ‘buyer’, *sprzedawca* ‘seller’, *składający* ‘depository’, *sędzia sądu polubownego* ‘arbitrator’, *biegły* ‘expert witness’, *właściwość (sądu)* ‘jurisdiction’, *pozew* ‘statement of claim’, *spór* ‘dispute’, *posiedzenie* ‘hearing’, *przewoźne* ‘portage in a contract for the transport of persons’ or ‘portage in a contract for the transport of things’, *wynagrodzenie* ‘remuneration’, *oszustwo* ‘fraud’, *wadium* ‘bid bond’ and *umowa* ‘contract’. Other Polish terms and phrases are analysed and described in the following parts of this book but taken into account when typifying a hierarchy of parameters for Polish-Chinese translatology as follows: *pochówek* ‘burial’, *cena* ‘price’, *sprawa cywilna* ‘civil case’, *przystępujący do przetargu (oferent, wykonawca)* ‘bidder’, *zawrzeć umowę* ‘to conclude a contract’, *oszustwo* ‘fraud’, *postanowienie* ‘provision’, *polecenie* ‘instruction’ (‘obligation’), *inwestor* ‘investor’, *odpowiedzialność cywilna* ‘civil liability’, *bezprawna groźba* ‘illegal threat, unlawful threat’, *zapis na*

*sąd polubowny* ‘reference to arbitration’, *zachowek* ‘legitim’, *odwołanie wyroku sądu polubownego* ‘appeal against the arbitration award’, *dobra wiara* ‘good faith’, *europejski nakaz zapłaty* ‘European order for payment’, *miejsce zamieszkania* ‘domicile’, *dziecko* ‘child’ and *sąd pierwszej instancji* ‘court of first instance’.

The following Chinese terms and their potential Polish translational equivalents are used in this study: 借款人 *jiiekuanren* ‘borrower’, 贷款人 *daikuanren* ‘lender’, 调解协议 *tiaojie xieyi* ‘mediated agreement’, 解决 *jiiejue* ‘solve’, 版权 *banquan*, 著作权 *zhuzuoquan* ‘copyright’. Other Chinese terms and phrases analysed and described in the following parts of this chapter but taken into account when typifying a hierarchy of parameters for Polish-Chinese translatology were: 租赁物 *zulinwu* ‘object of a lease, leased item’, 委托人 *weituoren* ‘authorizer, broker’, 上诉 *shangsu* ‘appeal’, 解决 *jiiejue* ‘to solve, to settle (a dispute)’, 原告 *yuangao* ‘plaintiff, claimant’, 户口 *hukou* ‘hukou’, 住所 *zhusuo* ‘domicile’, 子女 *ziniu* ‘child’, and 儿童 *ertong* ‘child’, 未成年人 *weichengnian ren* ‘minor’, 曲艺作品 *quyi zuopin* ‘quyi works’, 社会的安定 *shehui de anding* ‘social stability’.

### 0.3. Analysed corpora

Research into Chinese law requires the study not only of the Constitution (宪法 *xianfa*) and statutory law (制定法 *zhidingfa*), but also the administrative regulations (行政法规 *xingzheng fagui*)<sup>1</sup> and departmental rules (部门规章 *bumen guizhang*),<sup>2</sup> local regulations (地方法规 *difang fagui*)<sup>3</sup> and local rules (地方性规章 *difangxing*

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<sup>1</sup> Promulgated by the Prime Minister, recorded by the Standing Committee of the National People’s Congress of China.

<sup>2</sup> Promulgated by the Minister and Head of Commission, recorded by the State Council.

<sup>3</sup> Promulgated by the Presidium of the respective People’s Congress, recorded by the Standing Committee of the National People’s Congress of China, and the State Council.

*guizhang*),<sup>4</sup> regulations by or on an autonomous region (特别行政区立法 *tebie xingzheng qulifa*),<sup>5</sup> and regulations by or on a special economic zone (经济特区地方法规 *jingji tequ difang fagui*). The legislative bodies are the National People's Congress (NPC), the Standing Committee of the National People's Congress (SCNPC), the State Council, ministries and commissions and also provincial legislatures and provincial people's governments. Laws passed by the legislature are superior to administrative regulations, departmental rules, local regulations and local rules. Administrative regulations are superior to all departmental rules, local rules and regulations. Departmental rules are of the same legal force and effect with local rules (Article 82 of the Legislative Law of the People's Republic of China, hereinafter 'Chinese Legislative Law'; Zhu Yikun 2007:7). Special law (*lex specialis*) prevails over general law (Article 82 of *Chinese Legislative Law*; Zhu Yikun 2007:7). Many sources of law (according to Zhu Yikun 2007:5) are the effect of a mixture of civil law and common law. Because of the project's time constraints, the research *corpora* both in Chinese and Polish encompass mainly statutory instruments in the field of civil law and procedure, but for some terms having a look into other legislative texts was necessary. Portions of the following laws and regulations are used in the analysis of parallel texts:

- (i) Statutes of the People's Republic of China:
  - i. Civil Procedure Law of the People's Republic of China (1999) (中华人民共和国民事诉讼法 *Zhonghua Renmin Gongheguo Minshi Susongfa*),
  - ii. Contract Law of the People's Republic of China (1999) (中华人民共和国合同法 *Zhonghua Renmin Gongheguo Hetongfa*),
  - iii. General Provisions of Civil Law of the People's Republic of China (1986) (中华人民共和国民法通则 *Zhonghua Renmin Gongheguo Minfa Tongze*),

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<sup>4</sup> Promulgated by the governor, mayor, and chairman of an autonomous region, recorded by the State Council, standing committee of provincial legislature, and the provincial government.

<sup>5</sup> Regulated by the Standing Committee of the National People's Congress of China and the State Council.

- iv. Arbitration Law of the People's Republic of China (1994) (中华人民共和国仲裁法 *Zhonghua Renmin Gongheguo Zhongcaifa*),
  - v. People's Mediation Law of the People's Republic of China (2010) (中华人民共和国调解法 *Zhonghua Renmin Gongheguo Tiaojiefafa*);
  - vi. Negotiable Instruments Law of the People's Republic of China (1995) (中华人民共和国票据法 *Zhonghua Renmin Gongheguo Piaojuafa*);
  - vii. Law of the People's Republic of China in Bid Invitation and Bidding (1999) (中华人民共和国招标投标法 *Zhonghua Renmin Gongheguo Zhaobiao Toubiaofa*);
  - viii. Auction Law of the People's Republic of China (1996) (中华人民共和国拍卖法 *Zhonghua Renmin Gongheguo Paimaifa*);
  - ix. Law of Succession of the People's Republic of China (1985) (中华人民共和国继承法 *Zhonghua Renmin Gongheguo Jichengfa*);
- (ii) Statutes of the Republic of Poland:
- i. Constitution of the Republic of Poland, J.L. (Journal of Laws) no. 78, item 483 (*Konstytucja Rzeczypospolitej Polskiej z dnia 2 kwietnia 1997 r.*, Dz. U. z 1997 r. Nr 78, poz. 483).
  - ii. Act of 17 November 1964 — Code of Civil Procedure, uniform text J.L. of 2014, item 101 (*Ustawa z dnia 17 listopada 1964 r. — Kodeks postępowania cywilnego*, Dz.U. z 2014 r. poz. 101).
  - iii. Act of 23 April 1964 — Civil Code, uniform text J.L. of 2014, no. 0, item 121 (*Ustawa z dnia 23 kwietnia 1964 r. — Kodeks cywilny*, Dz. U. z 2014 r. Nr 0, poz. 121).
  - iv. Act of 25 February 1964 — Family and Guardianship Code, uniform text J.L. of 2012, item 788, as amended (*Ustawa z dnia 25 lutego 1964 r. — Kodeks rodzinny i opiekuńczy*, Dz. U. z 2012 r. Nr 0, poz. 788 ze zm.).
  - v. Act of 19 April 1969 — Criminal Code, J.L. No. 13, item 94, as amended (*Ustawa z dnia 19 kwietnia 1969 r. Kodeks karny*, Dz.U. nr 13, poz. 13 ze zm.).
  - vi. Law of Warehouses of 2000 (*Ustawa z dnia 16 listopada 2000 r. o domach składowych oraz o zmianie Kodeksu cywilnego, Kodeksu postępowania cywilnego I innych ustaw*; Dz.U. z 2000r. nr 114, poz. 1191 z późn zm.).

In some cases legislation operating in Taiwan and in Hong Kong is also analysed, mainly to examine whether the parameters of language variety will affect the choice of equivalents for the analysed terms. Bilingual dictionaries very often contain terms in different language varieties, which can be misleading in the process of choosing the right term. Comprehensive sources concerning the theory and practice of civil law and civil procedure in China and in Poland are explored as well when analysing the possible meanings of terms.

Phonetic transcription 汉语拼音 *hanyu pinyin* and simplified characters 简体字 *jiantizi*, which are officially used in the People's Republic of China, are the convention followed by this book. The term 'Chinese' will be used to refer to the legal system and legal terminology used in the People's Republic of China. When making reference to the law or legal system of Taiwan or Hong Kong, the authors will indicate this specifically.

# 1. Hierarchy of parameters and relevant postulates for Polish-Chinese translatology

The analysis of selected Polish and Chinese terms of substantive and procedural civil law can help determine the most relevant parameters for Polish-Chinese translatology. In the search for equivalents, the relevant parameters and postulates will be listed and hierarchized. In this research, it is assumed that the recipient of the selected Chinese equivalents of Polish legal terms is a lexicologist preparing a Polish-Chinese dictionary of legal terms.

## 1.1. Relevant parameters for Polish-Chinese

In search for translational equivalents of legal terms for the Polish-Chinese pair of languages, the following parameters should be considered relevant:

- (i) genre,
- (ii) branch of law to which the term refers,
- (iii) language variety,
- (iv) lect.

### **Genre**

There are some Polish terms with multiple Chinese equivalents, of which one is used in the text genre of legislation and the others in the non-legislative text genre; for example:

#### **Przedmiot egzekucji** ‘object of enforcement’

The parameter of text genre can be helpful when translating the Polish term *przedmiot egzekucji* ‘object of enforcement’ in the context of enforcement of decisions made in civil cases. Enforcement refers to the various actions of state authorities taken in order to implement judgments, rules and legal documents with enforceable contents. The

procedure of judicial enforcement (执行程序 *zhixing chengxu* ‘enforcement procedure’ in Chinese and Chinese Pinyin, *postępowanie egzekucyjne* in Polish) is regulated in both Chinese (see: Articles 207–236) and Polish (see: Articles 758–1095) procedural statutes. This kind of procedure functions in both legal systems to regulate the compelling of obedience by state authorities in order to fulfill the obligation owed by the obligor to the obligee (Cioch, Nowińska 2007:373; Wengerek 1978:9–10; Zhang Baifeng 2007:575). The judicial enforcement procedure is a kind of judicial civil procedure that pertains to the judicial activities relating to enforcement. Judicial enforcement is understood as a means of coercion used by the authorities to force a person to fulfill the obligations indicated in the enforcement order (Cieślak in Jankowski 2013:106–107). If the obligor refuses to perform the obligation owed, the obligee is entitled to apply for compulsory enforcement (Zhang Baifeng 2007:576). Chinese legislature enumerates the possible objects of enforcement in Article 224 of Civil Procedure Law of the People’s Republic of China (hereinafter ‘Chinese Civil Procedure Law’), *i.e.* legally effective judgments or written orders in civil cases, and the parts of the judgments or written orders that relate to property in criminal cases can be enforced.

The Chinese functional equivalent of the term *przedmiot egzekucji* ‘object of enforcement’ could be the term 执行标的 *zhixing biaodi* occurring in the part about the enforcement procedure in procedural civil law (see: Article 227 of Chinese Civil Procedure Law), but it could also be a different synonym that can be found in non-statutory texts concerning enforcement, such as the term 执行客体 *zhixing keti* ‘object of enforcement’ (Yin Fan, *et al.* 2010). Both mean ‘object of enforcement’ and differ only as to the name of the object, *i.e.* 标的 *biaodi* and 执行客体 *zhixing keti*.



Parametric table no. 1. Translational equivalents of the Polish term *przedmiot egzekucji* ‘object of enforcement’

Parameter	Polish term (source language) <i>przedmiot egzekucji</i> ‘object of enforcement’	Chinese term (target language) 执行标的 <i>zhixing biaodi</i> ‘object of enforcement’	Chinese term (target language) 执行客体 <i>zhixing keti</i> ‘object of enforcement’
the lect of the source text	LSP, specifically: language of law	LSP, specifically: language of law	LSP, specifically: language of law
branch of law to which the text refers	civil procedure	civil procedure	civil procedure
the time of source text creation	legally binding	legally binding	legally binding
source-text legal reality	civil law	civil law	civil law
author of the source-text	legislature legal scholars	legislature legal scholars	legal scholars
text genre: legislation	yes	yes	no

## Conclusions

Particularistic postulates:

- (i) The Polish term *przedmiot egzekucji* ‘object of enforcement’ has at least two possible translational equivalents in Chinese: 执行标的 *zhixing biaodi* ‘object of enforcement’ and 执行客体 *zhixing keti* ‘object of enforcement’.
- (ii) The Chinese terms 执行标的 *zhixing biaodi* ‘object of enforcement’ and 执行客体 *zhixing keti* ‘object of enforcement’ are in relation of synonymy.
- (iii) The Chinese term 执行客体 *zhixing keti* ‘object of enforcement’ and the Polish term *przedmiot egzekucji* ‘object of

enforcement’ are complementary with respect to the parameter of the genre: legislation.

- (iv) The Chinese term 执行标的 *zhixing biaodi* ‘object of enforcement’ and the Polish term *przedmiot egzekucji* ‘object of enforcement’ are convergent with respect to the parameter of the genre: legislation.
- (v) Terms convergent with respect to the parameter of the genre: legislation, that is to say, the Polish term *przedmiot egzekucji* ‘object of enforcement’ and the Chinese term 执行标的 *zhixing biaodi* ‘object of enforcement’ are closer translational equivalents than terms 执行客体 *zhixing keti* ‘object of enforcement’ and *przedmiot egzekucji* ‘object of enforcement’.

Directive:

The term 执行标的 *zhixing biaodi* ‘object of enforcement’ should be used as the equivalent of the term *przedmiot egzekucji* ‘object of enforcement’ as they are convergent with respect to the parameter of the genre: legislation.

### **Kupujący ‘buyer’**

The choice of Chinese translational equivalents of names of the parties to a contract can also depend on the lect. For instance, Polish *kupujący* ‘buyer’ (appearing also in Article 535 of China’s General Provisions of Civil Law), which means ‘the purchasing party to a sales contract’, that is to say, the one party that makes the purchase and has to pay the purchase price to the seller (see: Czachórski 2007:422–423), can be translated as 买受人 *maishouren* ‘buyer’ or 买方 *maifang* ‘buyer’ or 买家 *maiijia* ‘buyer’. The term 买受人 *maishouren* occurs in the Contract Law of the People’s Republic of China (hereinafter ‘Chinese Contract Law’) (see: Articles 130–175) and in some contracts (see: Hu Zhanguo 2009:1,3,12,22–32). It is defined as the one to whom the ownership over the targeted matter is transferred and who pays the price therefor (Article 131 of Chinese Contract Law). In colloquial language or in legal texts a person who buys, that is to say, acquires property by purchase, is often called 买方 *maifang* ‘buyer’ (see: Hu Zhanguo 2009:319; Zhou Yang 2014:162) or 买家 *maiijia* ‘buyer’ (Zhang Rui 2017). The Polish term *kupujący* ‘buyer’ also has its synonym in legal language in *nabywca* ‘buyer’, or, more literally, ‘acquiror’ (see: Czachórski 2007:419).

Parametric table no 2. The equivalents of the Polish term *kupujący* 'buyer'

Parameter	Polish term (source language) <i>kupujący</i> 'buyer'	Chinese term (target language) 买受人 <i>maishouren</i> 'buyer'	Chinese term (target language) 买方 <i>maifang</i> 'buyer'	Chinese term (target language) 买家 <i>maijia</i> 'buyer'
the lect of the source text	LSP, specifically: language of law	LSP, specifically: language of law	LSP, specifically: language of law	LSP, specifically: language of law
branch of law to which the text refers	civil law, civil procedure	civil law, civil procedure	civil law, civil procedure	civil law, civil procedure
the time of source text creation	legally binding	legally binding	legally binding	legally binding
source-text legal reality	civil law	civil law	civil law	civil law
author of the source-text	legislature, legal scholars	legislature legal scholars	legal scholars	legal scholars
text genre: legislation	yes	yes	no	no

## Conclusions

Particularistic postulates:

- (i) The Polish term *kupujący* ‘buyer’ has at least three possible translational equivalents in Chinese: 买受人 *maishouren* ‘buyer’, 买方 *maifang* ‘buyer’ and 买家 *maiija* ‘buyer’.
- (ii) The Chinese terms 买受人 *maishouren* ‘buyer’, 买方 *maifang* ‘buyer’ and 买家 *maiija* ‘buyer’ are in relation of synonymy.
- (iii) The Chinese term 买方 *maifang* ‘buyer’ and the Polish term *kupujący* ‘buyer’ are complementary with respect to the parameter of the genre: legislation.
- (iv) The Chinese term 买家 *maiija* ‘buyer’ and the Polish term *kupujący* ‘buyer’ are complementary with respect to the parameter of the genre: legislation.
- (v) The Chinese term 买受人 *maishouren* ‘buyer’ and the Polish term *kupujący* ‘buyer’ are convergent with respect to the the parameter of the genre: legislation.
- (vi) Terms convergent with respect respect to the parameter of the legislative lect, that is to say, the Polish term *kupujący* ‘buyer’ and the Chinese term 买受人 *maishouren* ‘buyer’ are closer translational equivalents than terms 买方 *maifang* ‘buyer’ or 买家 *maiija* ‘buyer’ and the Polish term *kupujący* ‘buyer’.

Directive:

The Chinese term 买受人 *maishouren* ‘buyer’ should be used as the equivalent of the term *kupujący* ‘buyer’ as they are convergent the parameter of the the genre: legislation.

## *Sprzedawca* ‘seller’

Similarly, the other party to a sales contract, that is to say, *sprzedawca* ‘seller’, meaning that party party to a sale or purchase contract which transfers the ownership of the targeted matter and gives it to the other party (Czachórski 2007:419), functions in Chinese statutory language (see: Articles 130–175 of Chinese Contract Law) and appears in some contracts (see: Hu Zhanguo 2009:1,3,12,22–32) as 出卖人 *chumairen* ‘seller’, defined as ‘one who transfers his ownership over the targeted matter and gets the price for it’ (see: Article 130 of Chinese Contract Law). In non-legislative texts a person who sells, that is to say transfers, property can be found under the name of 卖方 *maifang*

‘seller’ (see: Hu Zhanguo 2009:319; Zhou Yang 2014:162) or 出售者 *chushouzhe* ‘seller’ (see: Wang 2008:49) or 卖家 *maiija* ‘seller’ (He Xin 2017). Interestingly, Polish *sprzedawca* also has synonyms in legal and colloquial language, i.e. *sprzedający* ‘seller, vendor’, *zbywca* ‘alienor’ (see: Czachórski 2007:419).

Parametric table no 3. The equivalents of the Polish term *sprzedawca* ‘seller’

Parameter	Polish term (source language) <i>sprzedawca</i> ‘seller’	Chinese term (target language) 出卖人 <i>chumairen</i> ‘seller’	Chinese term (target language) 卖方 <i>maifang</i> ‘seller’	Chinese term (target language) 出售者 <i>chushouzhe</i> ‘seller’	Chinese term (target language) 卖家 <i>maiija</i> ‘seller’
the lect of the source text	LSP, specifically: language of law	LSP, specifically: language of law	LSP, specifically: language of law	LSP, specifically: language of law	LSP, specifically: language of law
branch of law to which the text refers	civil law, civil procedure	civil law, civil procedure	civil law, civil procedure	civil law, civil procedure	civil law, civil procedure
the time of source text creation	legally binding	legally binding	legally binding	legally binding	legally binding
source-text legal reality	civil law	civil law	civil law	civil law	civil law
author of the source-text	legislature, legal scholars	legislature, legal scholars	legal scholars	legal scholars	legal scholars
text genre: legislation	yes	yes	no	no	no

## Conclusions

Particularistic postulates:

- (i) The Polish term *sprzedawca* ‘seller’ has few possible translational equivalents in Chinese: 出卖人 *chumairen* ‘seller’, 卖方 *maifang* ‘seller’, 出售者 *chushouzhe* ‘seller’ or 卖家 *maiija* ‘seller’.
- (ii) The Chinese terms 出卖人 *chumairen* ‘seller’, 卖方 *maifang* ‘seller’, 出售者 *chushouzhe* ‘seller’ and 卖家 *maiija* ‘seller’ are in relation of synonymy.
- (iii) The Chinese term 卖方 *maifang* ‘seller’ and the Polish term *sprzedawca* ‘seller’ are complementary with respect to the parameter of the genre: legislation.
- (iv) The Chinese term 出售者 *chushouzhe* ‘seller’ and the Polish term *sprzedawca* ‘a seller’ are complementary with respect to the parameter of the genre: legislation.
- (v) The Chinese term 卖家 *maiija* ‘seller’ and the Polish term *sprzedawca* ‘seller’ are complementary with respect to the parameter of the genre: legislation.
- (vi) The Chinese term 出卖人 *chumairen* ‘seller’ and the Polish term *sprzedawca* ‘seller’ are convergent with respect to the parameter of the genre: legislation.
- (vii) Terms convergent with respect to the parameter of the genre: legislation that is to say, the Polish term *sprzedawca* ‘seller’ and the Chinese term 出卖人 *chumairen* ‘seller’ are closer translational equivalents than the Chinese terms 卖方 *maifang* ‘seller’, 出售者 *chushouzhe* ‘seller’ or 卖家 *maiija* ‘seller’ and the Polish term *sprzedawca*.

Directive:

The term 出卖人 *chumairen* ‘seller’ should be used as the equivalent of the term *sprzedawca* ‘a seller’ as they are convergent with respect to the parameter of the genre: legislation.

### *Składajacy* ‘depository’

Another term referencing a party to a contract is *składajacy* ‘depository’, which means the party to a warehousing contract who stores the goods delivered by the depositor. A depositor is the person who gives things that need to be stored to the depository, transferring only the possession without losing title to the deposited thing. Where the storage is for a fee, the depositor has to pay the fee agreed in the contract concluded with the depository or by the relevant regulations (see: Article 853 of Polish Civil Code and Czacórski 2007:557). The basic principles for the contract of deposit are provided in Chinese Contract Law. The depository who stores the goods for a depositor occurs in Chinese statutory text as 保管人 *baoguanren* ‘depository’ (see: Article 381 of Chinese Contract Law) and is defined as one who delivers goods to store and pays the warehousing fee. Synonyms of 保管人 *baoguanren* ‘depository’ include 保管方 *baoguanfang* ‘depository’ and 保管者 *baoguanzhe* ‘depository’ (Hu Ruiheng and Liu Weiping 1999) in texts about contractual obligations, also in reference to a person who deposits goods (see: Zhou Yang 2014:183).

Parametric table no 4. The equivalents of the Polish term *składający* ‘depository’

Parameter	Polish term (source language) <i>składający</i> ‘depository’	Chinese term (target language) 保管人 <i>baoguanren</i> ‘depository’	Chinese term (target language) 保管方 <i>baoguanfang</i> ‘depository’	Chinese term (target language) 保管者 <i>baoguanzhe</i> ‘depository’
the lect of the source text	LSP, specifically: language of law	LSP, specifically: language of law	LSP, specifically: language of law	LSP, specifically: language of law
branch of law to which the text refers	civil law, civil procedure	civil law, civil procedure	civil law, civil procedure	civil law, civil procedure
the time of source text creation	legally binding	legally binding	legally binding	legally binding
source-text legal reality	civil law	civil law	civil law	civil law
author of the source- text	legislature legal scholars	legislature legal scholars	legal scholars	legal scholars
text genre: legislation	yes	yes	no	no



## Conclusions

Particularistic postulates:

- (i) The Polish term *składający* ‘a depository’ has a few possible translational equivalents in Chinese: 保管人 *baoguanren* ‘depository’, 保管方 *baoguanfang* ‘depository’ and 保管者 *baoguanzhe* ‘depository’.
- (ii) The Chinese terms 保管人 *baoguanren* ‘depository’ and 保管方 *baoguanfang* ‘depository’ and 保管者 *baoguanzhe* ‘depository’ are in relation of synonymy.
- (iii) The Chinese term 保管方 *baoguanfang* ‘depository’ and the Polish term *składający* ‘depository’ are complementary with respect to the parameter of the genre: legislation.
- (iv) The Chinese term 保管者 *baoguanzhe* ‘depository’ and the Polish term *składający* ‘depository’ are complementary with respect to the parameter of the genre: legislation.
- (v) The Chinese term 保管人 *baoguanren* ‘depository’ and the Polish term *składający* ‘depository’ are convergent with respect to the parameter of the genre: legislation.
- (vi) Terms convergent with respect to the parameter of the legislative lect, that is to say, the Polish term *składający* ‘depository’ and the Chinese term 保管人 *baoguanren* ‘depository’ are closer translational equivalents than term 保管方 *baoguanfang* ‘depository’ or the term 保管者 *baoguanzhe* ‘depository’ and the Polish term *składający* ‘depository’.

Directive:

The Chinese term 保管人 *baoguanren* ‘depository’ should be used as the equivalent of the Polish term *składający* ‘depository’ as they are convergent with respect to the parameter of the genre: legislation.

### Sędzia sądu polubownego ‘arbitrator’

The Polish term *sędzia sądu polubownego* ‘arbitrator’ is the name of a third party who solves a dispute between subjects of private or public law (see: Articles 1155, 1165 and 1180 of Polish Code of Civil Procedure). This kind of arbitrator in Poland is not an organ of a state court. His competence is based on the arbitration agreement or clause signed by the parties before or after the dispute arises. The parties who opt for this particular method of alternative dispute resolution are bound by a duty of mutual co-operation with the arbitrator and have to comply with the arbitration award (Wiśniewski 2011:29; Cioch, Nowińska 2007:147). The Polish term also has a synonym: *arbiter*.

Polish *sędzia sądu polubownego* has several translational equivalents; for example one can find 仲裁员 *zhongcaiyuan* ‘arbitrator’ in the Arbitration Law of the People’s Republic of China (hereinafter ‘Chinese Arbitration Law’) (Article 11), but texts on arbitration in China use 仲裁者 *zhongcaizhe* ‘arbitrator’ (Zhang Baifeng 2007:46; Yao Ruiguang 2011:46) or 仲裁人 *zhongcairen* ‘arbitrator’ (Li Kexing 2011:79). All of these equivalents denote a person who constitutes alone or with two other arbitrators an arbitration tribunal (Article 30 of Chinese Arbitration Law) to solve a dispute between two parties as a way of alternative dispute resolution.

What is interesting is that the ‘presiding arbitrator’ — in Polish *arbiter przewodniczący*, described in Chinese statutory language as 首席仲裁员 *shouxi zhongcaiyuan* ‘president of the tribunal’ and in legal books as 仲裁长 *zhongcaizhang* ‘chairman of the tribunal’, also has a different, older form in Polish: *superarbiter*, which can be useful in the context of the parameter of time.

Parametric table no 5. The equivalents of the Polish term *sędzia sądu polubownego* ‘arbitrator’

Parameter	Polish term (source language) <i>sędzia sądu polubownego</i> ‘arbitrator’	Chinese term (target language) 仲裁者 <i>zhongcaizhe</i> ‘arbitrator’	Chinese term (target language) 仲裁人 <i>zhongcairen</i> ‘arbitrator’	Chinese term (target language) 仲裁员 <i>zhongcai yuan</i> ‘arbitrator’
the lect of the source text	LSP, specifically: language of law	LSP, specifically: language of law	LSP, specifically: language of law	LSP, specifically: language of law
branch of law to which the text refers	civil law, civil procedure	civil law, civil procedure	civil law, civil procedure	civil law, civil procedure
the time of source text creation	legally binding	legally binding	legally binding	legally binding
source-text legal reality	civil law	civil law	civil law	civil law
author of the source- text	legislature legal scholars	legislature legal scholars	legal scholars	legal scholars
text genre: legislation	yes	yes	no	no

## Conclusions

Particularistic postulates:

- (i) The Polish term *sędzia sądu polubownego* ‘arbitrator’ has a few possible translational equivalents in Chinese: 仲裁者 *zhongcaizhe* ‘arbitrator’, 仲裁人 *zhongcairen* ‘arbitrator’, 仲裁员 *zhongcai yuan* ‘arbitrator’.
- (ii) The Chinese terms 仲裁者 *zhongcaizhe* ‘arbitrator’, 仲裁人 *zhongcairen* ‘arbitrator’, 仲裁员 *zhongcai yuan* ‘arbitrator’ are in relation of synonymy.
- (iii) The Chinese term 仲裁人 *zhongcairen* ‘arbitrator’ and the Polish term *sędzia sądu polubownego* ‘arbitrator’ are

complementary with respect to the parameter of the genre: legislation.

- (iv) The Chinese term 仲裁员 *zhongcaiyuan* ‘arbitrator’ and the Polish term *sędzia sądu polubownego* ‘arbitrator’ are complementary with respect to the parameter of the genre: legislation.
- (v) The Chinese term 仲裁者 *zhongcaizhe* ‘arbitrator’ and the Polish term *sędzia sądu polubownego* ‘arbitrator’ are convergent with respect to the parameter of the genre: legislation.
- (vi) Terms convergent with respect to the parameter of the legislative act, that is to say, the Polish term *sędzia sądu polubownego* ‘arbitrator’ and the Chinese term 仲裁者 *zhongcaizhe* ‘arbitrator’ are closer translational equivalents than terms 仲裁员 *zhongcaiyuan* ‘arbitrator’ and 仲裁人 *zhongcairen* ‘arbitrator’ and the Polish term *sędzia sądu polubownego* ‘arbitrator’.

Directive:

The term 仲裁者 *zhongcaizhe* ‘arbitrator’ should be used as the equivalent of the term *sędzia sądu polubownego* ‘arbitrator’ as they are convergent with respect to the parameter of the genre: legislation.

### **Biegły ‘expert witness’**

The term *biegły*, corresponding roughly to ‘expert witness’ in civil procedure and derived from the Latin *peritus*, denotes an expert designated by the court to provide an opinion in situations that require special information to dispose of the case. The parties of a dispute may apply for such an expert witness in the civil procedure (see: Article 278 of Polish Code of Civil Procedure). Chinese legislature defines this role in civil procedure under the name of 鉴定人 *jiandingren* ‘expert witness’ as an expert designated by the authorized department (鉴定部门 *jianding bumen*), who has the right to consult the case materials necessary for the expert evaluation, as well as the right to question the parties and witnesses whenever the circumstances of the proceedings so require (Articles 71–73 of *Chinese Civil Procedure Law*). This term functions also in legal literature (e.g. Zhang Baifeng 2007:299). In some legal texts, however, an expert

witness occurs under the name 专家证人 *zhuanjia zhengren* (法律出版社法规中心 2014: 82–83).

Parametric table no. 6. The equivalents of the Polish term *biegły* ‘expert witness’

Parameter	Polish term (source language) <i>biegły</i> ‘expert witness’	Chinese term (target language) 鉴定人 <i>jiandingren</i> ‘expert witness’	Chinese term (target language) 专家证人 <i>zhuanjia zhengren</i> ‘expert witness’
the lect of the source text	LSP, specifically: language of law	LSP, specifically: language of law	LSP, specifically: language of law
branch of law to which the text refers	civil law, civil procedure	civil law, civil procedure	civil law, civil procedure
the time of source text creation	legally binding	legally binding	legally binding
source-text legal reality	civil law	civil law	civil law
author of the source-text	legislature legal scholars	legislature legal scholars	legal scholars
text genre: legislation	yes	yes	no

## Conclusions

Particularistic postulates:

- (i) The Polish term *biegły* ‘expert witness’ has at least two possible translational equivalents in Chinese: 鉴定人 *jiandingren* ‘expert witness’ and 专家证人 *zhuanjia zhengren* ‘expert witness’.
- (ii) The Chinese terms 鉴定人 *jiandingren* ‘expert witness’ and 专家证人 *zhuanjia zhengren* ‘expert witness’ are in relation of synonymy in some laws.
- (iii) The Chinese term 专家证人 *zhuanjia zhengren* ‘expert witness’ and the Polish term *biegły* ‘expert witness’ are complementary with respect to the the parameter of the genre: legislation.

- (iv) The Chinese term 鉴定人 *jiandingren* and the Polish term *biegły* are convergent with respect to the parameter of the genre: legislation.
- (v) Terms convergent with respect to the parameter of the legislative act, that is to say, the Polish term *biegły* ‘expert witness’ and the Chinese term 鉴定人 *jiandingren* ‘expert witness’ are closer translational equivalents than term and 专家证人 *zhuanjia zhengren* ‘expert witness’ and the Polish term *biegły* ‘expert witness’.

Directive:

The term 鉴定人 *jiandingren* ‘expert witness’ should be used as the equivalent of the term *biegły* ‘expert witness’ as they are convergent the parameter of the genre: legislation.

### **Właściwość (sądu) ‘jurisdiction’**

The term *właściwość (sądu)* ‘jurisdiction’ means ‘the scope of the court’s competence to hear and settle cases and perform other activities in civil proceedings. The existence of the competence of the relevant court in the specific case determines that the case may be heard by the court. Determination of the competence of the various courts consists both in specifying the cases cognized by the various tiers in the court hierarchy (district courts, regional courts, courts of appeals and the Supreme Court) and activities performed by such courts, as well as laying down the rules for dividing cases and activities among courts of equal rank (Góra-Błaszczkowska, Legalis, Article 15). The term *właściwość* has at least three Chinese translational equivalents: 管辖区 *guanxiaqu* ‘jurisdiction’, 管辖 *guanxia* ‘jurisdiction’, and 管辖权 *guanxiaquan* ‘jurisdiction’ occurring in legislation and legal texts (see: Articles 18–19 of Chinese Civil Procedure Law; Yao Ruiguang 2011:14). The term 管辖 *guanxia* ‘jurisdiction’ is defined as ‘distribution of power of adjudicating civil case among the courts’. There is tier jurisdiction, territorial jurisdiction, adjudicated jurisdiction (Shen Deyong 2007:255-258).

Chinese legislature distinguishes different types of jurisdiction corresponding to Polish *właściwość* ‘competence’. There is jurisdiction by levels, where: i. the Basic People’s Courts have jurisdiction as courts of first instance over civil cases; ii. the

Intermediate People's Courts have jurisdiction as courts of first instance over major cases involving foreign elements, cases that have major impact on the area under their jurisdiction, and cases determined by the Supreme People's Court to be under the jurisdiction of the Intermediate People's Courts; iii. the Higher People's Courts have jurisdiction as courts of first instance over civil cases that have major impact on the areas under their jurisdiction; iv. The Supreme People's Court has jurisdiction as the court of first instance over cases that have major impact on the whole country and cases that the Supreme People's Court deems it fit to try (Articles 19–21 of Chinese Civil Procedure Law). One more type of jurisdiction is territorial jurisdiction, which means jurisdiction of the People's Court of the place where the defendant is domiciled, etc. (see: Articles 22–35 of Chinese Civil Procedure Law).

Parametric table no 7. The equivalents of the Polish term *jurysdykcja* 'jurisdiction'

Parameter	Polish term (source language) <i>właściwość</i> 'jurisdiction'	Chinese term (target language) 管辖区 <i>guanxiaqu</i> 'jurisdiction'	Chinese term (target language) 管辖 <i>guanxia</i> 'jurisdiction'	Chinese term (target language) 管辖权 <i>guanxiaquan</i> 'jurisdiction'
the lect of the source text	LSP, specifically: language of law	LSP, specifically: language of law	LSP, specifically: language of law	LSP, specifically: language of law
branch of law to which the text refers	civil law, civil procedure	civil law, civil procedure	civil law, civil procedure criminal procedure	civil law, civil procedure criminal procedure
the time of source text creation	legally binding	legally binding	legally binding	legally binding
source-text legal reality	civil law	civil law	civil law criminal procedure	civil law criminal procedure
author of the source-text	legislature, legal scholars	legislature legal scholars	legal scholars	legal scholars
text genre: legislation	yes	yes	no	no

## Conclusions

Particularistic postulates:

- (i) The Polish term *właściwość* 'jurisdiction' has at least three possible translational equivalents in Chinese: 管辖区 *guanxiaqu* 'jurisdiction', 管辖 *guanxia fanwei* 'jurisdiction' and 管辖权 *guanxiaquan* 'jurisdiction'.
- (ii) The Chinese terms 管辖 *guanxia* 'jurisdiction' and 管辖权 *guanxiaquan* 'jurisdiction', and 管辖区 *guanxiaqu* 'jurisdiction' are in relation of synonymy.
- (iii) The Chinese term 管辖 *guanxia* 'jurisdiction' and the Polish term *właściwość* 'jurisdiction' are complementary with respect to the the parameter of the genre: legislation.
- (iv) The Chinese term 管辖权 *guanxiaquan* 'jurisdiction' and the Polish term *właściwość* 'jurisdiction' are complementary with respect to the the parameter of the genre: legislation.
- (v) The Chinese term 管辖区 *guanxiaqu* 'jurisdiction', and the Polish term *właściwość* 'jurisdiction' are convergent with respect to the parameter of the genre: legislation.
- (vi) Terms convergent with respect to the parameter of the genre: legislation, that is to say, the Polish term *właściwość* 'jurisdiction' and the Chinese term 管辖区 *guanxiaqu* 'jurisdiction' are closer translational equivalents than terms 管辖 *guanxia* 'jurisdiction' or 管辖权 *guanxiaquan* 'jurisdiction' and the Polish term *właściwość* 'jurisdiction'.

Directive:

The term 管辖 *guanxia* 'jurisdiction' should be used as the equivalent of the term *właściwość* 'jurisdiction' as they are convergent with respect to the parameter of the genre: legislation.



**Pozew** ‘statement of claim’

The term *pozew* ‘statement of claim’ means a first submission in civil procedure, notifying involved party that a case involving is being brought and determining claims and their grounds (see: Pietrkowski 2005:213, Zieliński 2012:349). It has two translational equivalents, *i.e.* 起诉状 *qisuzhuang* ‘statement of claim’ (see: Article 109 and 110 of Chinese Code of Civil Procedure) and the shorter form: 诉状 *suzhuang* ‘statement of claim’ (see: Baidu). According to Chinese Code of Civil Procedure (Articles 109) 起诉状 a ‘statement of claim’ has to be submitted to the court when a lawsuit is brought. The Chinese lawmaker requires the statement of claim to contain information about the name, sex, age, ethnic status, occupation, work unit and home address of each party to the case<sup>6</sup>; the claim or claims of the suit and the evidence and its source, as well as the details of any witnesses (Article 110 of Chinese Code of Civil Procedure).

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<sup>6</sup> If the parties to the case are legal persons or other organizations, a statement of claim must contain their names, addresses and the names of their legal representatives or principal heads.

Parametric table no 8. The equivalents of the Polish term *pozew* ‘statement of claim’

Parameter	Polish term (source language) <i>pozew</i> ‘statement of claim’	Chinese term (target language) 起诉状 <i>qisuzhuang</i> ‘statement of claim’	Chinese term (target language) 诉状 <i>suzhuang</i> ‘statement of claim’
the lect of the source text	LSP, specifically: language of law	LSP, specifically: language of law	LSP, specifically: language of law
branch of law to which the text refers	civil law, civil procedure	civil law, civil procedure	civil law, civil procedure
the time of source text creation	legally binding	legally binding	legally binding
source-text legal reality	civil law	civil law	civil law
author of the source- text	legislature, legal scholars	legislature legal scholars	legal scholars
text genre: legislation	yes	yes	no

## Conclusions

Particularistic postulates:

- (i) The Polish term *pozew* ‘statement of claim’ has at least two possible translational equivalents in Chinese: 起诉状 *qisuzhuang* ‘statement of claim’ and 诉状 *suzhuang* ‘statement of claim’.
- (ii) The Chinese terms 起诉状 *qisuzhuang* ‘statement of claim’ and 诉状 *suzhuang* ‘statement of claim’ are in relation of synonymy.
- (iii) The Chinese term 诉状 *suzhuang* ‘statement of claim’ and the Polish term *pozew* ‘statement of claim’ are complementary with respect to the parameter of the genre: legislation.

- (iv) The Chinese term 起诉状 *qisuzhuang* ‘statement of claim’ and the Polish term *pozew* ‘statement of claim’ are convergent with respect to the parameter of the genre: legislation.
- (v) Terms convergent with respect to the parameter of the legislative lect, that is to say, the Polish term *pozew* ‘statement of claim’ and the Chinese term 起诉状 *qisuzhuang* ‘statement of claim’ are closer translational equivalents than 诉状 *suzhuang* ‘statement of claim’ and the Polish term *pozew* ‘statement of claim’.

Directive:

The Chinese term 起诉状 *qisuzhuang* ‘statement of claim’ should be used as the equivalent of the Polish term *pozew* ‘statement of claim’ as they are convergent the parameter of the genre: legislation.

### *Spór* ‘dispute’

Even such a basic term for substantive and procedural civil law as the Polish term *spór* ‘dispute’, denoting a kind of conflict or controversy, has many Chinese equivalents, depending on genre: 纠纷 *jiufen* ‘dispute’ (Article 2 of Chinese Arbitration Law) or 争议 *zhengyi* ‘dispute’ (Zhang Baifeng 2007), 争端 *zhengduan* ‘dispute’ (Song Lei). Different branches of the law (such as procedural civil law, administrative law, criminal law, mediation law, arbitration law) formulate different kinds of disputes, which they regulate. For instance, the purpose of Chinese Arbitration Law is to regulate the arbitration of economic disputes, *e.g.* contractual disputes, disputes over rights and interests in property between citizens, legal persons and organizations that are equal parties (Articles 1–2 of Chinese Arbitration Law).

Parametric table no 9. The equivalents of the Polish term *spór* ‘dispute’

Parameter	Polish term (source language) <i>spór</i> ‘dispute’	Chinese term (target language) 纠纷 <i>jiufen</i> ‘dispute’	Chinese term (target language) 争议 <i>zhengyi</i> ‘dispute’	Chinese term: 争端 <i>zhengduan</i> ‘dispute’
the lect of the source text	LSP, specifically: language of law	LSP, specifically: language of law	LSP, specifically: language of law	LSP, specifically: language of law
branch of law to which the text refers	civil law, civil procedure	civil law, civil procedure	civil law, civil procedure	civil law, civil procedure
the time of source text creation	legally binding	legally binding	legally binding	legally binding
source- text legal reality	civil law	civil law	civil law	civil law
author of the source- text	legislature, legal scholars	legislature legal scholars	legal scholars	legal scholars
text genre: legislation	yes	yes	no	no

## Conclusions

Particularistic postulates:

- (i) The Polish term *spór* ‘dispute’ has a few possible translational equivalents in Chinese: 纠纷 *jiufen* ‘dispute’, 争议 *zhengyi* ‘dispute’, 争端 *zhengduan* ‘dispute’.

- (ii) The Chinese terms 纠纷 *jiufen* ‘dispute’, 争议 *zhengyi* ‘dispute’, 争端 *zhengduan* ‘dispute’ are in relation of synonymy.
- (iii) The Chinese term 争议 *zhengyi* ‘dispute’ and the Polish term *spór* ‘dispute’ are complementary with respect to the parameter of the genre: legislation.
- (iv) The Chinese term 争端 *zhengduan* ‘dispute’ and the Polish term *spór* ‘dispute’ are complementary with respect to the parameter of the genre: legislation.
- (v) The Chinese term 纠纷 *jiufen* ‘dispute’ and the Polish term *spór* ‘dispute’ are convergent with respect to the parameter of the genre: legislation.
- (vi) Terms convergent with respect to the parameter of the legislative act, that is to say, the Polish term *spór* ‘dispute’ and the Chinese term 纠纷 *jiufen* ‘dispute’ are closer translational equivalents than terms 争议 *zhengyi* ‘dispute’, 争端 *zhengduan* ‘dispute’ and the Polish term *spór*.

Directive:

The Chinese term 纠纷 *jiufen* ‘dispute’ should be used as the equivalent of the Polish term *spór* ‘dispute’ as they are convergent with respect to the parameter of the genre: legislation.

### **Posiedzenie ‘hearing’**

The Polish term *posiedzenie* ‘hearing’, or literally ‘sitting’, (different from *przesłuchanie* ‘interrogation’, which would be literally translated into English also as ‘hearing’), refers to a judicial ‘sitting’ for the purpose of deciding issues of fact. The court holds hearings, for example, to receive the submissions of the parties to a dispute and the testimony of witnesses testifying in a case (see: Articles 212, 299–303 of Polish Code of Civil Procedure).

Different translational equivalents of *posiedzenie* ‘hearing’ can be found in Chinese statutory genre — 开庭 *kaiting* ‘hearing’ (see: Articles 124–125 of Chinese Civil Procedure Law) and in legal texts — 审理 *shenli* ‘hearing or to hear’, although the meaning of the two Chinese terms is similar. The legislature prescribes the order of hearings (Article 124). What is interesting, there are different meanings in Chinese, especially in administrative matters: 听证会 *tingzhenghui* ‘hearing’ or 听证 *tingzheng* ‘hearing’.

Parametric table no 10. The equivalents of the term *posiedzenie* ‘hearings’

Parameter	Polish term (source language) <i>posiedzenie</i> ‘hearing’	Chinese term (target language) 开庭 <i>kaiting</i> ‘hearing’	Chinese term (target language) 审理 <i>shenli</i> ‘hearing’	Chinese term (target language) 听证 <i>tingzheng</i> or 听证会 <i>tingzhenghui</i> ‘hearing’
the lect of the source text	LSP, specifically: language of law	LSP, specifically: language of law	LSP, specifically: language of law	LSP, specifically: language of law
branch of law to which the text refers	civil law, civil procedure	civil law, civil procedure	civil law, civil procedure	administrative law administrative procedure
the time of source text creation	legally binding	legally binding	legally binding	legally binding
source-text legal reality	civil law	civil law	civil law	administrative law
author of the source-text	legislature, legal scholars	legislature legal scholars	legal scholars	legislature legal scholars
text genre: legislation	yes	yes	no	yes
civil law	yes	yes	yes	no
administrative law	yes	no	no	yes

## Conclusions

Particularistic postulates:

- (i) The Polish term *posiedzenie* ‘hearing’ has at least four possible translational equivalents in Chinese: 开庭 *kaiting* ‘hearing’, 审理 *shenli* ‘hearing’, 听证 *tingzheng* ‘hearing’ or 听证会 *tingzhenghui* ‘hearing’.
- (ii) The Chinese terms 开庭 *kaiting* ‘hearing’ and 审理 *shenli* ‘hearing’, 听证 *tingzheng* ‘hearing’ or 听证会 *tingzhenghui* ‘hearing’ are in relation of synonymy.

- (iii) The Chinese term 审理 *shenli* ‘hearing’ and the Polish term *posiedzenie* ‘hearing’ are complementary with respect to the parameter of the genre: legislation.
- (iv) The Chinese term 开庭 *kaiting* ‘hearing’ and the Polish term *posiedzenie* ‘hearing’ are convergent with respect to the parameter of the genre: legislation.
- (v) The Chinese term 听证 *tingzheng* ‘hearing’ and the Polish term *posiedzenie* ‘hearing’ are convergent with respect to the parameter of the genre: legislation.
- (vi) The Chinese term 听证会 *tingzhenghui* ‘hearing’ and the Polish term *posiedzenie* are convergent with respect to the parameter of the genre: legislation.
- (vii) The Chinese term 审理 *shenli* ‘hearing’ and the Polish term *posiedzenie* are complementary with respect to the parameter of the administrative law.
- (viii) The Chinese term 审理 *shenli* ‘hearing’ and the Polish term *posiedzenie* are convergent with respect to the parameter of the civil law.
- (ix) The Chinese term 开庭 *kaiting* and the Polish term *posiedzenie* are complementary with respect to the parameter of the administrative law.
- (x) The Chinese term 开庭 *kaiting* and the Polish term *posiedzenie* are convergent with respect to the parameter of the civil law.
- (xi) The Chinese term 听证 *tingzheng* ‘hearing’ and the Polish term *posiedzenie* are complementary with respect to the parameter of the civil law.
- (xii) The Chinese term 听证 *tingzheng* ‘hearing’ and the Polish term *posiedzenie* are convergent with respect to the parameter of the administrative law.
- (xiii) The Chinese term 听证会 *tingzhenghui* ‘hearing’ and the Polish term *posiedzenie* are convergent with respect to the parameter of the administrative law.
- (xiv) The Chinese term 听证会 *tingzhenghui* ‘hearing’ and the Polish term *posiedzenie* are complementary with respect to the parameter of the civil law.
- (xv) Terms convergent with respect to the parameter of the legislative act, that is to say, the Polish term *posiedzenie* and the Chinese term 开庭 *kaiting* or 听证 *tingzheng* or 听证会

*tingzhenghui* ‘hearing’ are closer translational equivalents than term 审理 *shenli* and the Polish term *posiedzenie*.

- (xvi) Terms convergent with respect to the parameter of the civil law, that is to say, the Polish term *posiedzenie* and the Chinese term 开庭 *kaiting* or 审理 *shenli* are closer translational equivalents in the context of civil law than terms 听证 *tingzheng* or 听证会 *tingzhenghui* ‘hearing’ and the Polish term *posiedzenie*.
- (xvii) Terms convergent with respect to the parameter of the administrative law, that is to say, the Polish term *posiedzenie* and the Chinese terms 听证 *tingzheng* ‘hearing’ or 听证会 *tingzhenghui* ‘hearing’ are closer translational equivalents in the context of administrative law than the term 审理 *shenli* and the term *posiedzenie*.

#### Directives:

- (i) The Chinese term 开庭 *kaiting* ‘hearing’ should be used as the equivalent of the Polish term *posiedzenie* ‘hearing’ in the context of the civil law as they are convergent with respect to the parameters of the genre legislation and civil law.
- (ii) The Chinese terms 听证 *tingzheng* ‘hearing’ or 听证会 *tingzhenghui* ‘hearing’ should be used as the equivalents of the Polish term *posiedzenie* ‘hearing’ in the context of the administrative law as they are convergent with respect to the parameters of the genre legislation and the administrative law.



## Branch, sub-branch or sub-sub-branch of law

The parameter of branch of law is fundamental for the calculation of the meaning of translatable units and establishing the optimal equivalent in the target language (see: Matulewska 2013). The distinction between civil and criminal law derives from Roman law. However, many more separate branches are recognized in contemporary legal systems (such as international public law, anti-trust law, etc.). Some branches are further subdivided. For example, Chinese mediation law can be divided into three sub-branches: i. court mediation, ii. people's mediation, iii. administrative mediation.

The parameter of branch of law can help eliminate the problem of polysemy and quasi-synonymy and determine the choice of the proper term. Some legal terms have different Chinese equivalents, depending on the branch or sub-branch of law.

### *Przewoźne* 'portage; freight, transportation expenses'

Transport contracts regulating transport services are classified according to what is transported. There are contracts for transporting passengers and contracts for transporting things. The principal obligation of the consignor is to pay the carrier the agreed fee. The term *przewoźne* 'portage', which means the transport fee (Czachórski 2007:540), has two different Chinese equivalents: one when used in the context of contract for transport of people: 票款 *piaokuan* 'portage' (see: Article 294 of Chinese Contract Law) and another for the transport of things:<sup>7</sup> 运费 *yunfei* 'transportation expenses; freight; carriage; fare; freightage' (see: Article 309 of Chinese Contract Law; Hu Zhanguo 2009:241). They both denote portage but differ in the scope of use depending on type of the transport.

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<sup>7</sup> For example: 货物运输合同 *huowu yunshu hetong*; 水路运输合同 *shuili yunshu hetong*; 海上货物运输合同 *haishang huowu yunshu hetong* (Hu Zhanguo 2009:232-243).

Parametric table no. 11. The equivalents of the term *przewoźne* ‘portage’

Parameter	Polish term (source language) <i>przewoźne</i> ‘portage’	Chinese term (target language) 票款 <i>piaokuan</i> ‘portage’	Chinese term (target language) 运费 <i>yunfei</i> ‘transportation expenses; freight; carriage; fare; freightage’
the lect of the source text	LSP, specifically: language of law	LSP, specifically: language of law	LSP, specifically: language of law
branch of law to which the text refers	civil law, civil procedure	civil law, civil procedure	civil law, civil procedure
the time of source text creation	legally binding	legally binding	legally binding
source-text legal reality	civil law	civil law	civil law
author of the source-text	legislature, legal scholars	legislature legal scholars	legislature, legal scholars
contracts for transporting passengers	yes	yes	no
contracts for transporting things	yes	no	yes

## Conclusions

Particularistic postulates:

- (i) The Polish term *przewoźne* ‘portage’ has a few possible translational equivalents in Chinese: i.e. 票款 *piaokuan* ‘portage’ and 运费 *yunfei* ‘transportation expenses; freight; carriage; fare; freightage’.

- (ii) The Chinese terms 票款 *piakuan* ‘portage’ and 运费 *yunfei* ‘transportation expenses; freight; carriage; fare; freightage’ are in relation of synonymy.
- (iii) The Chinese term 票款 *piakuan* ‘portage’ and the Polish term *przewoźne* ‘portage’ are complementary with respect to the parameter of contract for transport of things.
- (iv) The Chinese term 运费 *yunfei* ‘transportation expenses; freight; carriage; fare; freightage’ and the Polish term *przewoźne* ‘portage’ are complementary with respect to the parameter of contracts for transporting passengers.
- (v) The Chinese term 票款 *piakuan* ‘portage’ and the Polish term *przewoźne* ‘portage’ are convergent with respect to the parameter of contracts for transporting passengers.
- (vi) The Chinese term 运费 *yunfei* ‘transportation expenses; freight; carriage; fare; freightage’ and the Polish term *przewoźne* ‘portage’ are convergent with respect to the parameter of contracts for transport of things.
- (vii) Terms convergent with respect to the parameter of the contracts for transporting passengers, that is to say the term *przewoźne* ‘portage’ and the term 票款 *piakuan* ‘portage’ are closer translational equivalents than term 运费 *yunfei* ‘transportation expenses; freight; carriage; fare; freightage’ and the term *przewoźne*. ‘portage’
- (viii) Terms convergent with respect to the parameter of the contracts for transport of things, that is to say the term *przewoźne* ‘portage’ and the term 运费 *yunfei* ‘transportation expenses; freight; carriage; fare; freightage’ are closer translational equivalents than the term 票款 *piakuan* ‘portage’ and the term *przewoźne* ‘portage’.

#### Directives:

- (i) The term 票款 *piakuan* ‘portage’ should be used as the equivalent of the term *przewoźne* ‘portage’ in the context of transporting passengers as they are convergent with respect to the parameter of contracts for transporting passengers.
- (ii) The term 运费 *yunfei* ‘transportation expenses; freight; carriage; fare; freightage’ should be used as the equivalent of the term *przewoźne* ‘portage’ in the context of transporting things as they are convergent with respect to the parameter of contracts for transport of things.

### **Wynagrodzenie** ‘remuneration’

The type of the contract determines the name of the legal relationship between the parties, the name of the fee, etc.; for example, the Chinese equivalent of the Polish term *wynagrodzenie*<sup>8</sup> ‘remuneration’ found in Articles 414 and 418 of Chinese Contract Law is 报酬 *baochou* or 薪酬 *xinchou* or *xinjin* in e.g. Article 44 of the *Labour Law of the People’s Republic of China* (hereinafter ‘Chinese Labour Law’). Although all of the terms refer to a payment in consideration of something, the exact one is selected depending on the type of contract.

Parametric table no 12. The equivalents of the term *wynagrodzenie* ‘remuneration’

Parameter	Polish term (source language) <i>wynagrodzenie</i> ‘remuneration’	Chinese term (target language) 报酬 <i>baochou</i> ‘remuneration’	Chinese term (target language) 工资报酬 <i>gongzi</i> <i>baochou</i> ‘remuneration’
the lect of the source text	LSP, specifically: language of law	LSP, specifically: language of law	LSP, specifically: language of law
branch of law to which the text refers	civil law, civil procedure	civil law, civil procedure	labor law
the time of source text creation	legally binding	legally binding	legally binding
source-text legal reality	civil law	civil law	labor law
author of the source-text	legislature, legal scholars	legislature legal scholars	legislature, legal scholars
contract of sale on commission	yes	yes	yes
contract of deposit	yes	no	yes

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<sup>8</sup> For example: Article 637 of the *Polish Civil Code*; Radwański, Panowicz-Lipska 2008:172-173.

## Conclusions

Particularistic postulates:

- (i) The Polish term *wynagrodzenie* ‘remuneration’ has at least two possible translational equivalents in Chinese: 报酬 *baochou* ‘remuneration’ and 工资报酬 *gongzibaochou* ‘remuneration’.
- (ii) The terms 报酬 *baochou* ‘remuneration’ and 工资报酬 *gongzibaochou* ‘remuneration’ are in relation of synonymy.
- (iii) The term 报酬 *baochou* ‘remuneration’ and the term *wynagrodzenie* ‘remuneration’ are complementary with respect to the parameter of contract of deposit.
- (iv) The term 工资报酬 *gongzibaochou* ‘remuneration’ and the term *wynagrodzenie* ‘remuneration’ are complementary with respect to the parameter of contract of sale on commission .
- (v) The term 报酬 *baochou* ‘remuneration’ and the term *wynagrodzenie* ‘remuneration’ are convergent with respect to the parameter of contract of sale on commission.
- (vi) The term 工资报酬 *gongzibaochou* ‘remuneration’ and the term *wynagrodzenie* ‘remuneration’ are convergent with respect to the parameter of contract of deposit.
- (vii) Terms convergent in respect to the parameter of the contract of sale on commission, that is to say the term *wynagrodzenie* ‘remuneration’ and the term 报酬 *baochou* ‘remuneration’ are closer translational equivalents when taking into account contract of sale on commission than term 工资报酬 *gongzibaochou* ‘remuneration’ and the Polish term *wynagrodzenie* ‘remuneration’.
- (viii) Terms convergent with respect to the parameter of the contract of deposit, that is to say the term *wynagrodzenie* ‘remuneration’ and the term 工资报酬 *gongzibaochou* ‘remuneration’ are closer translational equivalents when taking into account contract of deposit than term 报酬 *baochou* ‘remuneration’ and the Polish term *wynagrodzenie* ‘remuneration’.

Directives:

- (i) The Chinese term 报酬 *baochou* ‘remuneration’ should be used as the equivalent of the Polish term *wynagrodzenie* ‘remuneration’ in the context of contract of sale on commission

as they are convergent with respect to the parameter of contract of sale on commission.

- (ii) The Chinese term 工资报酬 *gongzibaochou* ‘remuneration’ should be used as the equivalent of the Polish term *wynagrodzenie* ‘remuneration’ in the context of contract of deposit as they are convergent with respect to the parameter of contract of deposit.

### *Oszustwo* ‘fraud’

There are different ways of defrauding, or deceiving, another depending on the sphere in which one does so; *oszustwo* ‘fraud’ in Chinese civil law is denoted as 欺诈 *qizha* ‘fraud’ (Zhu Yikun 2007:137) and in taxation law is 诈骗 *zhapian* ‘fraud’. The former refers to a knowing misrepresentation of the truth, concealment of facts or the abuse of power, the latter to misrepresentation of the truth in financial statements, *e.g.* tax evasion.

Parametric table no. 13. The equivalents of the term *oszustwo* ‘a fraud’

Parameter	Polish term (source language) <i>oszustwo</i> ‘fraud’	Chinese term (target language) 欺诈 <i>qizha</i> ‘fraud’	Chinese term (target language) 诈骗 <i>zhapian</i> ‘fraud’
the lect of the source text	LSP, specifically: language of law	LSP, specifically: language of law	LSP, specifically: language of law
branch of law to which the text refers	civil law, civil procedure	civil law, civil procedure	civil law, civil procedure
the time of source text creation	legally binding	legally binding	legally binding
source-text legal reality	civil law	civil law	civil law
author of the source-text	legislature, legal scholars	legislature, legal scholars	legislature, legal scholars
civil law	yes	yes	no
taxation law	yes	no	yes

## Conclusions

Particularistic postulates:

- (i) The Polish term *oszustwo* ‘fraud’ has at least two possible translational equivalents in Chinese: 欺诈 *qizha* ‘fraud’ and 诈骗 *zhapian* ‘fraud’.
- (ii) The terms 欺诈 *qizha* ‘fraud’ and 诈骗 *zhapian* ‘fraud’ are in relation of synonymy.
- (iii) The term 欺诈 *qizha* ‘fraud’ and the term *oszustwo* ‘fraud’ are complementary with respect to the parameter of the taxation law.
- (iv) The term 诈骗 *zhapian* ‘fraud’ and the term *oszustwo* ‘fraud’ are complementary with respect to the parameter of the civil law.
- (v) The term 欺诈 *qizha* ‘fraud’ and the term *oszustwo* ‘fraud’ are convergent with respect to the parameter of civil law.
- (vi) The term 诈骗 *zhapian* ‘fraud’ and the term *oszustwo* ‘fraud’ are convergent with respect to the parameter of taxation law.
- (vii) Terms convergent with respect to the parameter of the civil law, that is to say the term *oszustwo* ‘fraud’ and the term 欺诈 *qizha* ‘fraud’ are closer translational equivalents when taking into account the civil law than term 诈骗 *zhapian* ‘fraud’ and the term *oszustwo* ‘fraud’.
- (viii) Terms convergent with respect to the parameter of the taxation law, that is to say the term *oszustwo* ‘fraud’ and the term 诈骗 *zhapian* ‘fraud’ are closer translational equivalents when taking into account taxation law than term 欺诈 *qizha* ‘fraud’ and the term *oszustwo* ‘fraud’.

Directives:

- (i) The Chinese term 欺诈 *qizha* ‘fraud’ should be used as the equivalent of the Polish term *oszustwo* ‘fraud’ in the context of civil law as they are convergent with respect to the parameter of civil law.
- (ii) The Chinese term 诈骗 *zhapian* ‘fraud’ should be used as the equivalent of the Polish term *oszustwo* ‘fraud’ in the context of taxation law as they are convergent with respect to the parameter of taxation law.

### *Wadium* ‘bid bond’

Another Polish term that has multiple different Chinese equivalents derived from different branches of law is *wadium* ‘bid bond’ (or ‘transaction bond’ if no bidding is involved), that is to say the kind of guarantee fee one has to pay when participating in an auction or tender — ways of concluding contracts different from simple offers or negotiations (see: Article 70 § 1 of Polish Civil Code;<sup>4</sup> Radwański 2008:360). This kind of guarantee fee in auction is 拍卖费用 *paimai feiyong* and in a tender — 卖金 *mai jin* (see: Auction Law of the People’s Republic of China, hereinafter ‘Chinese Auction Law’; Law of the People’s Republic of China on Bid Invitation and Bidding, hereinafter ‘Chinese Bid Invitation and Bidding Law’).

Parametric table no. 14. The equivalents of the term *wadium* ‘bid bond’

Parameter	Polish term (source language) <i>wadium</i> ‘bid bond’	Chinese term (target language) 拍卖费用 <i>paimai feiyong</i> <i>wadium</i> ‘a guarantee fee in an auction’	Chinese term (target language) 卖金 <i>mai jin</i> <i>wadium</i> ‘a guarantee fee in a tender’
the lect of the source text	LSP, specifically: language of law	LSP, specifically: language of law	LSP, specifically: language of law
branch of law to which the text refers	civil law, civil procedure	civil law, civil procedure	civil law, civil procedure
the time of source text creation	legally binding	legally binding	legally binding
source-text legal reality	civil law	civil law	civil law
author of the source-text	legal scholars	legislature legal scholars	legal scholars
the institution of the auction	yes	yes	no
the institution of the tender	yes	no	yes



## Conclusions

Particularistic postulates:

- (i) The Polish term *wadium* 'bid bond' has at least two possible translational equivalents in Chinese: 拍卖费用 *paimai feiyong* 'a guarantee fee in an auction' and 卖金 *mai jin* 'a guarantee fee in a tender'.
- (ii) The Chinese terms 拍卖费用 *paimai feiyong* 'a guarantee fee in an auction' and 卖金 *mai jin* 'a guarantee fee in a tender' are in relation of synonymy.
- (iii) The Chinese term 拍卖费用 *paimai feiyong* 'a guarantee fee in an auction' and the Polish term *wadium* 'bid bond' are complementary with respect to the parameter of the institution of the tender.
- (iv) The Chinese term 卖金 *mai jin* 'a guarantee fee in a tender' and the Polish term *wadium* 'bid bond' are complementary with respect to the parameter of the institution of the auction.
- (v) The Chinese term 拍卖费用 *paimai feiyong* 'a guarantee fee in an auction' and the Polish term *wadium* 'bid bond' are convergent with respect to the parameter of institution of the auction.
- (vi) The Chinese term 卖金 *mai jin* 'a guarantee fee in a tender' and the Polish term *wadium* 'bid bond' are convergent with respect to the parameter of the institution of the tender.
- (vii) Terms convergent with respect to the parameter of the institution of the auction, that is to say, the Polish term *wadium* 'bid bond' and the Chinese term 拍卖费用 *paimai feiyong* 'a guarantee fee in an auction' are closer translational equivalents when taking into account the institution of the auction than term 卖金 *mai jin* 'a guarantee fee in a tender' and the Polish term *wadium* 'bid bond'.
- (viii) Terms convergent with respect to the parameter of the institution of the tender, that is to say, the Polish term *wadium* 'bid bond' and the Chinese term 卖金 *mai jin* 'a guarantee fee in a tender' are closer translational equivalents when taking into account the institution of the tender than term 拍卖费用 *paimai feiyong* 'a guarantee fee in an auction' and the Polish term *wadium* 'bid bond'.

Directives:

- (i) The term 拍卖费用 *paimai feiyong* ‘a guarantee fee in an auction’ should be used as the equivalent of the term *wadium* ‘bid bond’ in the context of the auction as they are convergent with respect to the parameter of the institution of the auction.
- (ii) The term 卖金 *mai jin* ‘a guarantee fee in a tender’ should be used as the equivalent of the term *wadium* ‘bid bond’ in the context of taxation law as they are convergent with respect to the parameter of the institution of the tender.

## Language variety

The parameter of language variety helps sort out terms used in various legal systems sharing the same native language.

### *Umowa* ‘agreement/contract’

The Polish term *umowa* ‘contract’ has different translational equivalents depending on the legal system of reference; 合同 *hetong* is mainly used in the PRC (Shen 2014:302; Hu Zhanguo 2009:1–461), 契约 *qiyue* in texts referring to the legal system of Taiwan, and 合约 *heyue* in the legislation of Hong Kong. Similarly, the meaning of the term *naruszenie umowy* ‘breach of contract’ is expressed in the legislation of the People’s Republic of China as 违反合同 *weifan hetong* ‘to breach a contract’, 违约 *weiyue* ‘to breach a contract’, but in Taiwanese statutes one can find 违约 *weiyue* ‘to breach a contract’ and in the law of Hong Kong such terms as 违反合约 *weifan heyue* ‘to breach a contract’ and 违反契约 *weifan qiyue* ‘to breach a contract’ occur the most often.

In China, the notion of a contract functioned already in the Book of Rites (Zhou Li). Three different written contractual forms for loan, sale, and other relationships were introduced: Fu Bie (a type of deed deciding on the weighing of responsibility), Zhi Ji (a sort of security instrument) and Shu Qi (a sort of deed relating to gifts) (see: Jones 1989:197–198). Generally, all of the aforementioned Chinese equivalents of the Polish term *umowa* mean a juridical act that results from mutual declarations of intention (statements of will) by two or more persons that are in agreement. The formation of a civil-law

contract means that an obligation relationship has been created between the parties. Importantly, the obligation is voluntarily promised or chosen. Chinese Contract Law 1999 contains the definition of a contract, that is an agreement between natural persons, legal persons or other organizations having equal status, for the establishment, modification or termination of a relationship composed of civil rights and obligations (Zhu Yikun 2007:103).

One can observe that the above-listed terms are sometimes used interchangeably, but there are opinions that differences in scope of legal terminology are a specific way of demonstrating Hong Kong's independence (see: Pasternak 1996:120). Additionally, the equivalent *qiyue* 契约 *qiyue* used in Taiwan is understood in Hong Kong as 'deed' (a written document that is signed, sealed, delivered and conveys some interest in property).

Knowing the communicative needs of the translation recipient and the recipient's origin, we can choose the most appropriate equivalent. Thus, for instance, for a recipient from the Hong Kong, we should use the term *heyue* 合约 *heyue*, and for one from the PRC the term *hetong* 合同 *hetong*.

Parametric table no. 15. The equivalents of the term *umowa* ‘contract’

Parameter	Polish term (source language) <i>umowa</i> ‘contract’	Chinese term (target language) 合同 <i>hetong</i> ‘contract’	Chinese term (target language) 契约 <i>qiyue</i> ‘contract’	Chinese term (target language) 合约 <i>heyue</i> ‘contract’
the lect of the source text	LSP, specifically: language of law	LSP, specifically: language of law	LSP, specifically: language of law	LSP, specifically: language of law
branch of law to which the text refers	civil law, civil procedure	civil law, civil procedure	civil law, civil procedure	civil law, civil procedure
the time of source text creation	legally binding	legally binding	legally binding	legally binding
source-text legal reality	civil law	civil law	civil law	civil law
author of the source- text	legal scholars	legislature legal scholars	legal scholars	legal scholars
language variety: the law of the People’s Republic of China (PRC)	-	yes	no	no
language variety: the law of the Taiwan	-	no	yes	no
language variety: the law of Hong Kong	-	no	no	yes

## Conclusions

Particularistic postulates:

- (i) The Polish term *umowa* ‘contract’ has at least three possible translational equivalents in Chinese: 合同 *hetong* ‘contract’, 契约 *qiyue* ‘contract’ and 合约 *heyue* ‘contract’.
- (ii) The Chinese terms 合同 *hetong* ‘contract’, 契约 *qiyue* ‘contract’ and 合约 *heyue* ‘contract’ are in relation of synonymy.
- (iii) The Chinese term 合同 *hetong* ‘contract’ and the Polish term *umowa* ‘contract’ are complementary with respect to the parameter of the institution of the language variety: the law of Taiwan.
- (iv) The Chinese term 合同 *hetong* ‘contract’ and the Polish term *umowa* ‘contract’ are complementary with respect to the parameter of the institution of the language variety: the law of Hong Kong.
- (v) The Chinese term 契约 *qiyue* ‘contract’ and the Polish term *umowa* ‘contract’ are complementary with respect to the parameter of the institution of the language variety: the law of Hong Kong.
- (vi) The Chinese term 契约 *qiyue* ‘contract’ and the Polish term *umowa* ‘contract’ are complementary with respect to the parameter of the institution of the language variety: the law of the People’s Republic of China.
- (vii) The Chinese term 合约 *heyue* ‘contract’ and the Polish term *umowa* ‘contract’ are complementary with respect to the parameter of the the language variety: the law of the People’s Republic of China.
- (viii) The Chinese term 合同 *hetong* ‘contract’ and the Polish term *umowa* ‘contract’ are convergent with respect to the parameter of the language variety: the law of the People’s Republic of China.
- (ix) The Chinese term 契约 *qiyue* ‘contract’ and the Polish term *umowa* ‘contract’ are convergent with respect to the parameter of the language variety: the law of Taiwan.
- (x) The Chinese term 合约 *heyue* ‘contract’ and the Polish term *umowa* ‘contract’ are convergent with respect to the parameter of the language variety: the law of Hong Kong.

- (xi) Terms convergent with respect to the parameter of the language variety: the People's Republic of China, that is to say, the Polish term *umowa* 'contract' and the Chinese term 合同 *hetong* 'contract' are closer translational equivalents when taking into account the legal reality of People's Republic of China than term 契约 *qiyue* 'contract' and 合约 *heyue* 'contract' and the Polish term *umowa* 'contract'.
- (xii) Terms convergent with respect to the parameter of the language variety: Taiwan, that is to say, the Polish term *umowa* 'contract' and the Chinese term 契约 *qiyue* 'contract' are closer translational equivalents when taking into account the legal reality of Taiwan than term 合同 *hetong* 'contract' and 合约 *heyue* 'contract' and the Polish term *umowa* 'contract'.
- (xiii) Terms convergent with respect to the parameter of the language variety: Hong Kong, that is to say, the Polish term *umowa* 'contract' and the Chinese term 合约 *heyue* 'contract' are closer translational equivalents when taking into account the legal reality of Hong Kong than term 合同 *hetong* 'contract' and 契约 *qiyue* 'contract' and the Polish term *umowa* 'contract'.

Directives:

- (i) The term 合同 *hetong* 'contract' should be used as the equivalent of the term *umowa* 'contract' in the language variety: People's Republic of China as they are convergent with respect to the parameter of the language variety: People's Republic of China.
- (ii) The term 契约 *qiyue* 'contract' should be used as the equivalent of the term *umowa* 'contract' in the language variety: Taiwan as they are convergent with respect to the parameter of the language variety: Taiwan.
- (iii) The term 合约 *heyue* 'contract' should be used as the equivalent of the term *umowa* 'contract' in the language variety: Hong Kong as they are convergent with respect to the parameter of the language variety: Hong Kong.

## 1.2. Relevant parameters for Chinese-Polish

The most relevant parameters for the Chinese-Polish pair are the following:

- 1) text genre,
- 2) branch of law.

### **Text genre**

#### 借款人 *jiekuanren* ‘lender’

The term 借款人 *jiekuanren* ‘lender’ is the party to a loan contract who lends the loan to the borrower (Article 196 of Chinese Contract Law), and, if the loan contract so provides, receives interest on it (Articles 210–211 of Chinese Contract Law). The lender may inspect and supervise the use of the loan (Article 202 of Chinese Contract Law).

The term 借款人 *jiekuanren* has at least two Polish equivalents: *pożyczkodawca* and *dający pożyczkę*. The first term is used in legal language and the second term functions in the legislation genre (see: Article 720 of Polish Civil Code) and in legal texts (*e.g.* Czachórski 2007:500). Both indicate the party to a loan contract who lends the loan (money or specified things) to the borrower (Article 720 of Polish Civil Code).

Parametric table no 16. The equivalents of the term 借款人 *jiekuanren* ‘a lender’

Parameter	Chinese term (source language) 借款人 <i>jiekuanren</i> ‘lender’	Polish term (target language) <i>pożyczkodawca</i> ‘lender’	Chinese term (target language) <i>dający pożyczkę</i> ‘lender’
the lect of the source text	LSP, specifically: language of law	LSP, specifically: language of law	LSP, specifically: language of law
branch of law to which the text refers	civil law, civil procedure	civil law, civil procedure	civil law, civil procedure
the time of source text creation	legally binding	legally binding	legally binding
source-text legal reality	civil law	civil law	civil law
author of the source- text	legislature, legal scholars	legislature legal scholars	legal scholars
text genre: legislation	yes	yes	no

## Conclusions

Particularistic postulates:

- (i) The Chinese term 借款人 *jiekuanren* ‘lender’ has two possible translational equivalents in Polish: *pożyczkodawca* ‘lender’ and *dający pożyczkę* ‘lender’.
- (ii) The terms *pożyczkodawca* ‘lender’ and *dający pożyczkę* ‘lender’ are in relation of synonymy.
- (iii) The term *dający pożyczkę* ‘lender’ and the 借款人 *jiekuanren* ‘lender’ are complementary with respect to the parameter of the genre: legislation.
- (iv) The term *pożyczkodawca* ‘lender’ and the term 借款人 *jiekuanren* ‘lender’ are convergent with respect to the parameter of the genre: legislation.



- (v) Terms convergent with respect to the parameter of the genre: legislation, that is to say the term *pożyczkodawca* ‘lender’ and the term 借款人 *jiekuanren* ‘lender’ are closer translational equivalents than the term 借款人 *jiekuanren* ‘lender’ and the term *pożyczkodawca* ‘lender’.

Directive:

The Polish term *pożyczkodawca* ‘lender’ should be used as the equivalent of the Chinese term 借款人 *jiekuanren* ‘lender’ as they are convergent with respect to the parameter of the genre: legislation.

贷款人 *daikuanren* ‘borrower’

The term 贷款人 *daikuanren* ‘borrower’ indicates also a party to a loan contract. It means a person who borrows a loan from the lender and repays the loan with interest when the loan falls due (Article 196 of Chinese Contract Law).

The term 贷款人 *daikuanren* has at least two Polish equivalents: *pożyczkobiorca* or *biorący pożyczkę*, where the first one is specific for the legal language and the second one for the legislation genre (Article 720 of Polish Civil Code, Czachórski 2007:499–501).

Parametric table no 17. The equivalents of the term 贷款人 *daikuanren* ‘borrower’

Parameter	Chinese term (source language) 贷款人 <i>daikuanren</i> ‘a borrower’	Polish term (target language) <i>pożyczkobiorca</i> ‘borrower’	Polish term (target language) <i>biorący pożyczkę</i> ‘borrower’
the lect of the source text	LSP, specifically: language of law	LSP, specifically: language of law	LSP, specifically: language of law
branch of law to which the text refers	civil law, civil procedure	civil law, civil procedure	civil law, civil procedure
the time of source text creation	legally binding	legally binding	legally binding
source-text legal reality	civil law	civil law	civil law
author of the source-text	legislature, legal scholars	legislature legal scholars	legal scholars
text genre	statutory instruments, legal texts	legal texts	statutory instruments, legal texts

## Conclusions

Particularistic postulates:

- (i) The Chinese term 贷款人 *daikuanren* ‘borrower’ has two possible translational equivalents in Polish: *pożyczkobiorca* ‘borrower’ and *biorący pożyczkę* ‘borrower’.
- (ii) The Polish terms *pożyczkobiorca* ‘borrower’ and *biorący pożyczkę* ‘borrower’ are in relation of synonymy.
- (iii) The Polish term *biorący pożyczkę* ‘borrower’ and the Chinese term 贷款人 *daikuanren* ‘borrower’ are convergent with respect to the parameter of the genre with respect to the parameter of the genre: legislation.

- (iv) The Polish term *pożyczkobiorca* ‘borrower’ and the Chinese term 贷款人 *daikuanren* ‘borrower’ are complementary with respect to the parameter of the genre: legislation.
- (v) Terms convergent with respect to the parameter of the legislative lect, that is to say, the Polish term *biorący pożyczkę* ‘borrower’ and the Chinese term 贷款人 *daikuanren* ‘borrower’ are closer translational equivalents than the Chinese term 贷款人 *daikuanren* ‘borrower’ and the Polish term *pożyczkobiorca* ‘borrower’.

Directive:

The term *biorący pożyczkę* ‘borrower’ should be used as the equivalent of the term 贷款人 *daikuanren* ‘borrower’ as they are convergent with respect to the parameter of the genre: legislation.

## Branch of law

The parameter of the branch of law helps eliminate the problem of polysemy and quasi-synonymy. Some Chinese legal terms have different Polish equivalents, depending on the branch of law or sub-branch of law, which determines the choice of the proper term, e.g.:

### 调解协议 *tiaojie xieyi* ‘mediated agreement’

When dealing with the Chinese term 调解协议 *tiaojie xieyi* ‘mediated agreement’, we could have in mind one of three different kinds of agreements relating to alternative dispute resolution, depending on the sub-branches of law that regulate the different types of mediation. In Chinese legal doctrine there are three separate mediation systems, viz.: i. national-court mediation (mediation in court proceedings) 法庭调解 *fating tiaojie*, ii. people’s mediation 人民调解 *renmin tiaojie*, iii. administrative mediation 行政调解 *xingzheng tiaojie*, and two other types: iv. institutional mediation conducted by specific mediation centres, v. mediation as part of arbitration proceedings (Kaufmann-Koller & Fan 2008:159, Sheng 2012:6–7; Grzybek 2016:175–186).

Three different Polish equivalents can be proposed for the Chinese term 调解协议 *tiaojie xieyi* ‘mediated agreement/settlement’: *ugoda zawarta przed mediatorem w mediacji sądowej*

‘agreement/settlement in court mediation’, *ugoda zawarta przed mediatorem w mediacji ludowej* ‘agreement/settlement in people’s mediation’, *ugoda zawarta przed mediatorem w mediacji administracyjnej* ‘agreement/settlement in administrative mediation’. The force of such agreements or settlements differs depending on the type of mediation.

Parametric table no. 18. The equivalents of the term 调解协议 *tiaojie xieyi* ‘a mediated agreement’

Parameter	Chinese term (source language) 调解协议 <i>tiaojie xieyi</i> ‘mediated agreement’	Polish term (target language) <i>ugoda zawarta przed mediatorem w mediacji sądowej</i> ‘mediated agreement in the court mediation’	Polish term (target language) <i>ugoda zawarta przed mediatorem w mediacji ludowej</i> ‘mediated agreement in the people’s mediation’	Polish term (target language) <i>ugoda zawarta przed mediatorem w mediacji administracyjnej</i> ‘mediated agreement in the administrative mediation’
the lect of the source text	LSP, specifically: language of law	LSP, specifically: language of law	LSP, specifically: language of law	LSP, specifically: language of law
branch of law to which the text refers	civil law, civil procedure	civil law, civil procedure	civil law, civil procedure	civil law, civil procedure
the time of source text creation	legally binding	legally binding	legally binding	legally binding
source-text legal reality	civil law	civil law	civil law	civil law
sub-branch of law: court mediation	-	yes	no	no
sub-branch of law: people’s mediation	-	no	yes	no
sub-branch of law: administrative mediation	-	no	no	yes

## Conclusions

Particularistic postulates:

- (i) There are at least three Polish translational equivalents of the Chinese term 调解协议 *tiaojie xieyi*: *ugoda zawarta przed mediatorem w mediacji sądowej* ‘mediated agreement in the court mediation’, *ugoda zawarta przed mediatorem w mediacji ludowej* ‘mediated agreement in the people’s mediation’, *ugoda zawarta przed mediatorem w mediacji administracyjnej* ‘mediated agreement in the administrative mediation’.
- (ii) The proposed Polish equivalents of the Chinese term 调解协议 *tiaojie xieyi* ‘mediated agreement’, that is to say: *ugoda zawarta przed mediatorem w mediacji sądowej*, *ugoda zawarta przed mediatorem w mediacji ludowej*, *ugoda zawarta przed mediatorem w mediacji administracyjnej* are in relation of synonymy.
- (iii) If the Chinese term 调解协议 *tiaojie xieyi* ‘mediated agreement’ refers to the court mediation, then the Polish term *ugoda zawarta przed mediatorem w mediacji ludowej* ‘mediated agreement in the people’s mediation’ and the Chinese term 调解协议 ‘mediated agreement’ are complementary with respect to the parameter of the court mediation.
- (iv) If the Chinese term 调解协议 *tiaojie xieyi* ‘mediated agreement’ refers to the court mediation, then the Polish term *ugoda zawarta przed mediatorem w mediacji administracyjnej* ‘mediated agreement in the administrative mediation’ and the Chinese term 调解协议 ‘mediated agreement’ are complementary with respect to the parameter of the court mediation.
- (v) If the Chinese term 调解协议 *tiaojie xieyi* ‘mediated agreement’ refers to the people’s mediation, then the Polish term *ugoda zawarta przed mediatorem w mediacji sądowej* ‘mediated agreement in the court mediation’ and the Chinese term 调解协议 ‘mediated agreement’ are complementary with respect to the parameter of the people’s mediation.
- (vi) If the Chinese term 调解协议 *tiaojie xieyi* ‘mediated agreement’ refers to the people’s mediation, then the Polish term *ugoda zawarta przed mediatorem w mediacji administracyjnej* ‘mediated agreement in the administrative mediation’ and the Chinese term 调解协议 ‘mediated

agreement’ are complementary with respect to the parameter of the people’s mediation.

- (vii) If the Chinese term 调解协议 *tiaojie xieyi* ‘mediated agreement’ refers to the administrative mediation, then the Polish term *ugoda zawarta przed mediatorem w mediacji sądowej* ‘mediated agreement in the court mediation’ and the Chinese term 调解协议 ‘mediated agreement’ are complementary with respect to the parameter of the administrative mediation.
- (viii) If the Chinese term 调解协议 *tiaojie xieyi* ‘mediated agreement’ refers to administrative mediation, then the Polish term *ugoda zawarta przed mediatorem w mediacji ludowej* ‘mediated agreement in the people’s mediation’ and the Chinese term 调解协议 ‘mediated agreement’ are complementary with respect to the parameter of the administrative mediation.
- (ix) If the Chinese term 调解协议 *tiaojie xieyi* ‘mediated agreement’ refers to the court mediation, then the Polish term *ugoda zawarta przed mediatorem w mediacji sądowej* ‘mediated agreement in the court mediation’ and the Chinese term 调解协议 ‘mediated agreement’ are convergent with respect to the parameter of the court mediation.
- (x) If the Chinese term 调解协议 *tiaojie xieyi* ‘mediated agreement’ refers to the people’s mediation, then the Polish term *ugoda zawarta przed mediatorem w mediacji ludowej* ‘mediated agreement in the people’s mediation’ and the Chinese term 调解协议 ‘mediated agreement’ are convergent with respect to the parameter of the people’s mediation.
- (xi) If the Chinese term 调解协议 *tiaojie xieyi* ‘mediated agreement’ refers to the administrative mediation, then the Polish term *ugoda zawarta przed mediatorem w mediacji administracyjnej* ‘mediated agreement in the administrative mediation’ and the Chinese term 调解协议 ‘mediated agreement’ are complementary with respect to the parameter of the administrative mediation.
- (xii) If the Chinese term 调解协议 *tiaojie xieyi* ‘mediated agreement’ refers to the court mediation, the terms are convergent in respect to the parameter of the court mediation, that is to say, the Polish term *ugoda zawarta przed mediatorem w mediacji sądowej* ‘mediated agreement in the court mediation’

and the Chinese term 调解协议 *tiaojie xieyi* ‘mediated agreement’ are closer translational equivalents than term *ugoda zawarta przed mediatorem w mediacji ludowej* ‘mediated agreement in the people’s mediation’ and *ugoda zawarta przed mediatorem w mediacji administracyjnej* ‘mediated agreement in the administrative mediation’ and the Chinese term 调解协议 *tiaojie xieyi* ‘mediated agreement’.

- (xiii) If the Chinese term 调解协议 *tiaojie xieyi* ‘mediated agreement’ refers to the people’s mediation, then terms convergent with respect to the parameter of the people’s mediation, that is to say, the Polish term *ugoda zawarta przed mediatorem w mediacji ludowej* ‘mediated agreement in the people’s mediation’ and the Chinese term 调解协议 *tiaojie xieyi* ‘mediated agreement’ are closer translational equivalents than term *ugoda zawarta przed mediatorem w mediacji sądowej* ‘mediated agreement in the court mediation’ and *ugoda zawarta przed mediatorem w mediacji administracyjnej* ‘mediated agreement in the administrative mediation’ and the Chinese term 调解协议 *tiaojie xieyi* ‘mediated agreement’.
- (xiv) If the Chinese term 调解协议 *tiaojie xieyi* ‘mediated agreement’ refers to the administrative mediation, then terms convergent with respect to the parameter of the administrative mediation, that is to say, the Polish term *ugoda zawarta przed mediatorem w mediacji administracyjnej* ‘mediated agreement in the administrative mediation’ and the Chinese term 调解协议 *tiaojie xieyi* ‘mediated agreement’ are closer translational equivalents than term *ugoda zawarta przed mediatorem w mediacji sądowej* ‘mediated agreement in the court mediation’ and *ugoda zawarta przed mediatorem w mediacji ludowej* ‘mediated agreement in the people’s mediation’ and the Chinese term 调解协议 *tiaojie xieyi* ‘mediated agreement’.

#### Directives:

- (i) The Chinese term 调解协议 *tiaojie xieyi* ‘mediated agreement’ should be translated as *ugoda zawarta przed mediatorem w mediacji sądowej* ‘mediated agreement in the court mediation’ when referring to the court mediation.
- (ii) The Chinese term 调解协议 *tiaojie xieyi* ‘mediated agreement’ should be translated as *ugoda zawarta przed mediatorem w*

*mediacji ludowej* ‘mediated agreement in the people’s mediation’ when referring to the people’s mediation.

- (iii) The Chinese term 调解协议 *tiaojie xieyi* ‘mediated agreement’ should be translated as *ugoda zawarta przed mediatorem w mediacji administracyjnej* ‘mediated agreement in the administrative mediation’ when referring to the administrative mediation.

### 解决 *jiejue* ‘to solve/settle’

The parameter of sub-branch of law should be taken into account when searching for an equivalent of the term 解决 *jiejue* ‘to solve/settle’. When referring to texts concerning mediation, the translational equivalent of the term 解决 *jiejue* would be *rozwiązywać* ‘to solve (a problem)’, and when referring to arbitration procedure it would be *rozstrzygać* ‘to settle (a dispute)’. There are two ways of alternative dispute resolution, named differently in Polish: *rozwiązywanie sporu* ‘dispute resolution’ and *rozstrzyganie sporu* ‘dispute settlement’ (settlement in the sense of binding determination rather than a settlement agreement known to English-speaking common law). The mediator solves a dispute by assisting impartially the two parties to reach agreement and judges neither them nor the merits of the dispute (Zienkiewicz 2007:54). The other form of dispute resolution — settling a dispute — means judging it and formulating an arbitration award. The Chinese term 解决 *jiejue* is polysemous, and its translation requires the knowledge of what form of alternative dispute resolution and sub-branch of law (arbitration law or mediation law) the translated text refers to.



Parametric table no. 19. The equivalents of the term term 解决 *jiejue* ‘to solve/settle (a dispute)’

Parameter	Chinese term (source language) 解决 <i>jiejue</i> ‘to solve/settle (a dispute)’	Polish term (target language) <i>rozwiązywać</i> ‘to solve (a dispute)’	Polish term (target language) <i>rozstrzygać</i> ‘to settle (a dispute)’
the lect of the source text	LSP, specifically: language of law	LSP, specifically: language of law	LSP, specifically: language of law
branch of law to which the text refers	civil law, civil procedure	civil law, civil procedure	civil law, civil procedure
the time of source text creation	legally binding	legally binding	legally binding
source-text legal reality	civil law	civil law	civil law
author of the source-text	legal scholars	legislature legal scholars	legal scholars
mediation	yes	yes	no
arbitration	yes	no	yes

## Conclusions

Particularistic postulates:

- (i) Two Polish translational equivalents were proposed for the Chinese term 解决 *jiejue* ‘to solve/settle (a dispute)’: *rozwiązywać* ‘to solve (a dispute)’ and *rozstrzygać* ‘to settle (a dispute)’.
- (ii) The proposed Polish equivalents of the Chinese term 解决 *jiejue* ‘to solve/settle’, that is to say: *rozwiązywać* ‘to solve (a dispute)’ and *rozstrzygać* ‘to settle (a dispute)’ are in relation of synonymy.
- (iii) If the Chinese term 解决 *jiejue* ‘to solve/settle’ refers to arbitration, then the Polish term *rozwiązywać* ‘to solve (a dispute)’ and the Chinese term 解决 *jiejue* are complementary with respect to the parameter of sub-branch of law: arbitration.

- (iv) If the Chinese term 解决 *jiejue* ‘to solve/settle’ refers to mediation, then the Polish term *rozstrzygać* ‘to settle (a dispute)’ and the Chinese term 解决 *jiejue* are complementary with respect to the parameter of sub-branch of law: mediation.
- (v) If the Chinese term 解决 *jiejue* ‘to solve/settle’ refers to arbitration, then the Polish term *rozstrzygać* ‘to settle (a dispute)’ and the Chinese term 解决 *jiejue* are convergent with respect to the parameter of sub-branch of law: arbitration.
- (vi) If the Chinese term 解决 *jiejue* ‘to solve/settle’ refers to mediation, then the Polish term *rozwiązywać* ‘to solve (a dispute)’ and the Chinese term 解决 *jiejue* are convergent with respect to the parameter of sub-branch of law: mediation.
- (vii) If the Chinese term 解决 *jiejue* ‘to solve/settle’ refers to arbitration, then terms convergent with respect to the parameter of sub-branch of law: arbitration, that is to say, the Polish term *rozstrzygać* ‘to settle (a dispute)’ and the Chinese term 解决 *jiejue* ‘to solve/settle’ are closer translational equivalents than term *rozwiązywać* ‘to solve (a dispute)’ and the Chinese term 解决 *jiejue*.
- (viii) If the Chinese term 解决 *jiejue* refers to mediation, then terms convergent with respect to the parameter of sub-branch of law: mediation, that is to say, the Polish term *rozwiązywać* ‘to solve (a dispute)’ and the Chinese term 解决 *jiejue* ‘to solve/settle’ are closer translational equivalents than term *rozstrzygać* ‘to settle (a dispute)’ and the Chinese term 解决 *jiejue* ‘to solve/settle’.

#### Directives:

- (i) The Chinese term 解决 *jiejue* ‘to solve/to settle (a dispute)’ should be translated as *rozstrzygać* ‘to settle (a dispute)’ when referring to arbitration.
- (ii) The Chinese term 解决 *jiejue* ‘to solve/to settle (a dispute)’ should be translated as *rozwiązywać* ‘to solve (a dispute)’ when referring to mediation.

### 1.3. Concluding remarks

The hierarchy of relevant parameters has been established on the basis of a limited set of legal terms. As a result of the research, the following parameters were determined to be the most relevant:

For Polish-Chinese:

- (i) text genre (genre: legislation or other legal texts),
- (ii) branch of law the term refers to,
- (iii) text-language variety.

For Chinese-Polish:

- (i) text genre (legislation or other genre),
- (ii) branch of law the term refers to.

It should be mentioned, however, that in some instances other parameters can be relevant, *e.g.* time of text creation and the diachronic perspective of text creation. There are synonymous terms occurring in texts created in different times, which can include the source text in translation. For example, when searching for translational equivalents of the term *prawo autorskie* ‘copyright’, one can find two Chinese equivalents: 版权 *banquan* ‘copyright’ and 著作权 *zhezuoquan* ‘copyright’. The two terms are now synonymous. Chinese legislature uses both of them when referring to China’s General Provisions of Civil Law. Article 94 proclaims that citizens and legal persons are to enjoy 著作权 *zhuzuoquan* (literally: ‘rights of authorship’) understood as 版权 *banquan* (literally: ‘copyrights’). Both forms: Chinese and English are proposed to be used identically (see: Copyright Law of the People’s Republic of China). This means the persons with the aforementioned rights are entitled to sign their names as authors, issue and publish their works and obtain remuneration in accordance with the law. Patent rights and rights of exclusive use of trademarks or rights of discovery are also protected and regulated by the law (see: Articles 94–97 of China’s General Provisions of Civil Law and the Copyright Law of the People’s Republic of China). Interestingly, the term 版权 *banquan* was used earlier in Chinese texts than the term 著作权 *zhuzuoquan*, which occurred in legal texts after 1902 (see: He Qinghua 2009:709–715).

Another legal term that could compel the diachronic perspective in translation into Polish is the Chinese term 上诉 *shangsu* ‘appeal’, which means the procedure, usually judicial or administrative, to have a decision reconsidered and reviewed by a higher authority (Yao Ruiguang 2011:422–423). In Polish court procedure, an appeal to a higher court for review is *apelacja*. In 1949, the Polish term *apelacja* was replaced in procedural criminal law with the term *rewizja*, which functioned in the Code of Criminal Procedure until 1995. Subsequently, the term *apelacja* were used once again to express the meaning of the procedure of appealing to a higher court for review and second-instance judgment. In consequence, although we can find the term *apelacja* in the vast majority of legislative texts, there are still some that use the term *rewizja*.

## 2. Relation of convergence (functional equivalents)

The relation of convergence exists between Chinese term X and Polish term Y when they are sufficiently homosignificative, *i.e.* take on the property of statutory language from the parameter text genre and the same property from the parameter branch of law, and, therefore, the terms are sufficiently translationally equivalent.

### 2.1. Relation of synonymy and relation of complementarity (holonymy and meronymy)

In this part insight is provided into the differences between terms that are considered synonymous. The relation of synonymy binds two terms having the same or almost the same referential meaning. The relation of synonymy among Chinese equivalents of Polish legal terms and Polish equivalents of Chinese legal terms occurs in respect of the parameters of:

- (i) legal lect and colloquial lect;
- (ii) text genre: legislation and other text genres;
- (iii) branch of law;
- (iv) language variety.

#### **Synonymous terms occurring in colloquial or legal lect**

There are terms that occur in legal language and correspond roughly to words in colloquial language. Such pairs or sets of legal terms and words of colloquial language differ in respect of the parameter of lect. The relation of intralingual synonymy holds between them.

### **Pochówek ‘burial’**

When looking for an equivalent of the Polish term *pochówek*, which means ‘burial’ (of a dead person), one can find several Chinese equivalents. The term *pochówek* occurs in the part of Polish Civil Code regarding succession. At least five Chinese equivalents of *pochówek* can be listed to express the meaning of the action of burying a dead person, viz.: 死葬 *sizang* – translated as ‘internment after death’ (see: 民法与民事诉讼法 *Minfa yu minshi susongfa* 2004:328), or 葬礼 *zangli* ‘the ritual/procedure of burial’, 葬 *zang* ‘burial’, 丧葬 *sangzang* ‘burial’ (Song Lei 2005). Only the first mentioned term – 死葬 *sizang* occurs in Chinese statute (see: Article 31 of *Chinese Succession Law*). The other aforementioned Chinese equivalents of the term *pochówek* for ‘burial’ understood as the disposition of a corpse are informal and occur in the colloquial lect to express the meaning of ‘burial’. For instance, the term 丧葬费 *sangzangfei* means ‘burial expenses’.

Parametric table no. 20. The equivalents of the term *pochówek* ‘a burial’

Parameter	Polish term (source language) ) <i>pochówek</i> ) ‘burial’	Chinese term (target language) ) 死葬 <i>sizang</i> ) ‘burial’	Chinese term (target language) 葬礼 <i>zangli</i> ) ‘the ritual/procedure of burial’	Chinese term (target language) ) 葬 <i>zang</i> ) ‘burial’	Chinese term (target language) ) 丧葬 <i>sangzang</i> ) ‘burial’
text genre: legislation	yes	yes	no	no	no

### **Conclusions**

Particularistic postulates:

- (i) There are several equivalents of the Polish term *pochówek* ‘burial’ in Chinese, i.e. 死葬 *sizang* ‘a burial’, 葬礼 *zangli* ‘the ritual/procedure of a burial’, 葬 *zang* ‘burial’, 丧葬 *sangzang* ‘burial’.

- (ii) The Chinese terms: 死葬 *sizang* ‘burial’, 葬礼 *zangli* ‘the ritual/procedure of burial’, 葬 *zang* ‘burial’ and 丧葬 *sanzang* ‘burial’ are in relation of synonymy.
- (iii) The Polish term *pochówek* ‘burial’ and the Chinese term 葬礼 *zangli* ‘the ritual/procedure of burial’ are complementary with respect to the parameter of legal and/or colloquial lect.
- (iv) The Polish term *pochówek* ‘burial’ and the Chinese term 葬 *zang* ‘burial’ are complementary with respect to the parameter of legal and/or colloquial lect.
- (v) The Polish term *pochówek* ‘burial’ and the Chinese term 丧葬 *sanzang* ‘burial’ are complementary with respect to the parameter of legal and/or colloquial text genre.
- (vi) The Polish term *pochówek* ‘burial’ and the Chinese term 死葬 *sizang* ‘burial’ are convergent with respect to the parameter of legal lect.
- (vii) Terms convergent with respect to the parameter of the legal lect, that is to say, the Polish term *pochówek* ‘burial’ and the Chinese term 死葬 *sizang* ‘burial’ are closer equivalents than terms *pochówek* ‘burial’ and 土葬 *tu zang*, 葬礼 *zangli* ‘the ritual/procedure of burial’, 葬 *zang* ‘burial’ and 丧葬 *sanzang* ‘burial’.

Directive:

The term 死葬 *sizang* ‘burial’ should be used as the equivalent of the term *pochówek* ‘burial’, as they are convergent with respect to the parameter of legal lect.

### **Synonymous terms occurring in text genre: legislation and other text genres of legal lect**

There are synonymous terms that occur in legislative or legal lects. Some of them occur in both types.

#### **Cena ‘price’**

The Polish term *cena* ‘price’ can also be translated differently depending on the source or target lect. Generally, it denotes the

monetary or other consideration asked for or given in exchange for goods or for a service (see: Black's Law Dictionary 2004: 1226). In Poland a new definition of price was introduced in the Act of 9 May 2014 on Providing Information about the Prices of Goods and Services. The price is now defined as the value, formulated in money, that the buyer has to pay for a good or service. It is underlined in the new law that the price has to include value-added tax (VAT) and customer excise tax (see: Article 3).

Price in Chinese legal culture is understood as a 'consideration in money (sometimes a thing) which one party pays to the other party for the commodity he has delivered, the work he has done, or his labour' (Jones 1989: 216). There are at least two translational equivalents of 'price' in Chinese, *i.e.*: 价款 *jiakuan* 'price' and 价格 *jiage* 'price'. The former can be found in legislative texts, the latter occurs in other genres as well.

Parametric table no 21. The equivalents of the term *cena* 'price'

Parameter	Polish term (source language) <i>cena</i>  'price'	Chinese equivalent (target language) 价款 <i>jiakuan</i>  'price'	Chinese equivalent (target language) 价格 <i>jiage</i>  'price'
text genre: legislation	yes	yes	no

## Conclusions

Particularistic postulates:

- (i) The Polish term *cena* 'price' has at least two Chinese equivalents, *i.e.*: 价款 *jiakuan* 'price' and 价格 *jiage* 'price'.
- (ii) The Chinese terms 价款 *jiakuan* 'price' and 价格 *jiage* 'price' are in relation of synonymy.
- (iii) The Polish term *cena* 'price' and the Chinese term 价格 *jiage* 'price' are complementary with respect to the parameter of text genre: legislation.
- (iv) The Polish term *cena* 'price' and the Chinese term 价款 *jiakuan* 'price' are convergent with respect to the parameter of text genre: legislation.



- (v) Terms convergent with respect to the parameter of the text genre: legislation, that is to say, the Polish term *cena* ‘price’ and the Chinese term 价款 *jiakuan* ‘price’ are closer equivalents than terms 价格 *jiage* ‘price’ and the Polish term *cena* ‘price’.

Directive:

The Chinese term 价款 *jiakuan* ‘price’ should be used as the equivalent of the Polish term *cena* ‘price’, as the terms are convergent with respect to the parameter of the text genre: legislation.

### ***Sprawa cywilna* ‘civil case’**

The Polish term *sprawa cywilna* ‘civil case’ means a case involving a private dispute between persons or organizations. Civil cases are handled in the civil procedure. The following two equivalents were found in the Chinese texts included in the study: 民事案件 *minshi anjian* ‘civil case’ (Article 6 of Chinese Civil Procedure Law) and 民事案例 *minshi anli* ‘civil case’ in non-legislative text genres. Both mean disputes over property and personal relationships between citizens, legal persons or other organizations (Article 3 of Chinese Civil Procedure Law). Both refer to ‘legal case’ — 案件 *anjian* and 案例 *anli*, i.e. *anli fenxi* ‘case analysis’).

Parametric table no 22. The equivalents of the term *sprawa cywilna* ‘civil case’

Parameter	Polish term (source language) <i>sprawa cywilna</i> ‘civil case’	Chinese equivalent (target language) 民事案件 <i>minshi anjian</i> ‘civil case’	Chinese equivalent (target language) 民事案例 <i>minshi anli</i> ‘civil case’
text genre: legislation	yes	yes	no

## Conclusions

Particularistic postulates:

- (i) There are at least two Chinese equivalents of the Polish term *sprawa cywilna*: 民事案件 *minshi anjian* ‘civil case’ and 民事案例 *minshi anli* ‘civil case’.
- (ii) The Chinese terms 民事案件 *minshi anjian* ‘civil case’ and 民事案例 *minshi anli* ‘civil case’ are in relation of synonymy.
- (iii) The Polish term *sprawa cywilna* ‘civil case’ and the Chinese term 民事案例 *minshi anli* ‘civil case’ are complementary with respect to the parameter of text genre: legislation.
- (iv) The Polish term *sprawa cywilna* ‘civil case’ and the Chinese term 民事案件 *minshi anjian* ‘civil case’ are convergent with respect to the parameter of text genre: legislation.
- (v) Terms convergent with respect to the parameter of the text genre: legislation that is to say, the Polish term *sprawa cywilna* ‘civil case’ and the Chinese term 民事案件 *minshi anjian* ‘civil case’ are closer equivalents than terms 民事案例 *minshi anli* ‘civil case’ and the Polish term *sprawa cywilna* ‘civil case’.

Directive:

The Chinese term 民事案件 *minshi anjian* ‘civil case’ should be used as the equivalent of the Polish term *sprawa cywilna* ‘civil case’, as the terms are convergent with respect of text genre: legislation.

### **Przystępujący do przetargu (oferent, wykonawca) ‘bidder’**

The Polish name for an entity or organization that offers to pay a certain price for an article available for sale in a bidding process, that is to say *przystępujący do przetargu* ‘bidder’ can be translated differently depending on different text genres.

There are at least two translational equivalents that can be proposed in translation: 投标人 *toubiaoren* ‘bidder’ and 出价人 *chujiaren* ‘bidder’. The former occurs in Chinese Bid Invitation and Bidding Law (1999) and is defined as a legal person or other organization that, in response to a bid invitation, participates in the competition. However, there is a situation, in which individuals are also allowed to participate in the bidding for a scientific research

project subject to a bidding procedure in accordance with the law (Article 25 of Chinese Bid Invitation and Bidding Law). Interestingly, the latter equivalent, occurring in text text legislation genre functions also in colloquial language, *i.e.* 你出个价吧! *Ni chuge jia ba!* ‘Would you give a price for it?’), 你出价多少? *Ni chujia duoshao?* ‘How much would you pay for it?’ (see: *Pleco Dictionary*).

Both legislatures, Polish and Chinese, have enacted provisions governing the qualifications of bidders. The requirements are specified in bid invitations.

Parametric table no 23. The equivalents of the term *przystępujący do przetargu* ‘bidder’

Parameter	Polish term (source language) <i>przystępujący do przetargu</i> ‘bidder’	Chinese equivalent (target language) 投标人 <i>toubiaoren</i> ‘bidder’	Chinese equivalent (target language) 出价人 <i>chujiaren</i> ‘bidder’
text genre: legislation	yes	yes	no

## Conclusions

Particularistic postulates:

- (i) There are at least two Chinese equivalents of the Polish term *przystępujący do przetargu*: 投标人 *toubiaoren* ‘bidder’ and 出价人 *chujiaren* ‘bidder’.
- (ii) The Chinese terms 投标人 *toubiaoren* ‘bidder’ and 出价人 *chujiaren* ‘bidder’ are in relation of synonymy.
- (iii) The Polish term *przystępujący do przetargu* ‘bidder’ and the Chinese term 出价人 *chujiaren* ‘bidder’ are complementary with respect to the parameter of the text genre: legislation.
- (iv) The Polish term *przystępujący do przetargu* ‘bidder’ and the Chinese term 投标人 *toubiaoren* ‘bidder’ are convergent with respect to the parameter of the text genre: legislation.

- (v) Terms convergent with respect to the parameter of the text genre: legislation, that is to say, the Polish term *przystępujący do przetargu* ‘bidder’ and the Chinese term 投标人 *toubiaoren* ‘bidder’ are closer equivalents than terms 出价人 *chujiaoren* ‘bidder’ and the Polish term *przystępujący do przetargu* ‘bidder’.

Directive:

The term 投标人 *toubiaoren* ‘bidder’ should be used as the equivalent of the Polish term *przystępujący do przetargu* ‘bidder’, as the terms are convergent in respect of the text genre: legislation.

### Zawrzeć umowę ‘to conclude a contract’

Another term analysed from the perspective of significance of type of text genre in the selection of adequate equivalents is the Polish term *zawrzeć umowę* ‘to conclude a contract’, which means to formalize a contract and make it binding for the parties. A contract be formed e.g. orally or in written form, depending on the type of contract (Czachórski 2007:130–132).

Two equivalents can be proposed for the term *zawrzeć umowę*: 订立合同 *dingli hetong* (see: Article 9 of Chinese Contract Law) and 缔约 *diyue* (Zhang Baifeng 2007:31). Interestingly, there are two different equivalents for the action of concluding a contract: 订立 *dingli* and 缔 *di* and two different terms meaning ‘contract’: 合同 *hetong* and 约 *yue*. However, it is common to use the term 签订合同 *qianding hetong* ‘to sign a contract’ *podpisać umowę* (Shen Deyong 2014:302).

Generally, the definition of a contract in Chinese legal system corresponds to the principles developed in Poland. There are, however, certain differences as to permitted form of contract. According to Article 32 of Chinese Contract Law, impressing a seal is equated with signing, and the seal often does in fact replace the signature. The legal importance of a personal seal stems from the culture of traditional China (Gebhardt, Schulz 2003:58). Another point worth mentioning is the fact that in Poland the conclusion of contract for the sale of immovable things requires notarial form (a deed); in China it does not.

Parametric table no. 24. The equivalents of the term *zawrzeć umowę* ‘to conclude a contract’

Parameter	Polish term (source language) <i>zawrzeć umowę</i>  ‘to conclude a contract’	Chinese equivalent (target language) 订立合同 <i>dingli hetong</i>  ‘to conclude a contract’	Chinese equivalent (target language) 缔约 <i>diyue</i>  ‘to conclude a contract’
text genre: legislation	yes	yes	no

## Conclusions

Particularistic postulates:

- (i) There are at least two Chinese equivalents of the Polish term *zawrzeć umowę*: 订立合同 *dingli hetong* ‘to conclude a contract’ and 缔约 *diyue* ‘to conclude a contract’.
- (ii) The Chinese terms 订立合同 *dingli hetong* ‘to conclude a contract’ and 缔约 *diyue* ‘to conclude a contract’ are in relation of synonymy.
- (iii) The Polish term *zawrzeć umowę* ‘to conclude a contract’ and the Chinese term 缔约 *diyue* ‘to conclude a contract’ are complementary with respect to the parameter of the text genre: legislation.
- (iv) The Polish term *zawrzeć umowę* ‘to conclude a contract’ and the Chinese term 订立合同 *dingli hetong* ‘to conclude a contract’ are convergent with respect to the parameter of the text genre: legislation.
- (v) Terms convergent with respect to the parameter of the text genre: legislation that is to say, the Polish term *zawrzeć umowę* ‘to conclude a contract’ and the Chinese term 订立合同 *dingli hetong* ‘to conclude a contract’ are closer equivalents than terms 缔约 *diyue* ‘to conclude a contract’ and the Polish term *zawrzeć umowę* ‘to conclude a contract’.

Directive:

The term 订立合同 *dingli hetong* ‘to conclude a contract’ should be used as the equivalent of the Polish term *zawrzeć umowę* ‘to conclude a contract’ as the terms are convergent with respect of the text genre: legislation.

### Synonymous terms in various branches of law

Terms of substantive and procedural law can be translated differently depending on various branches of law, *e.g.* civil procedure and criminal procedure (*i.e.*: 原告 *yuangao* and 被告 *beigao*).

#### 租赁物 *zulinwu* ‘object of lease’

There are Polish equivalents of Chinese legal terms which are also synonymous. An object of lease in China — 租赁物 *zulinwu* (Shen Deyong 2014:303) can be translated as *przedmiot najmu* or *rzecz najęta*. Both mean the object of a lease contract (in Poland: *umowa najmu* or *umowa dzierżawy*), leased to a party (see: Czachórski 2007:474–496; Article 212 of Chinese Contract Law). The right the lessee obtains to possess and use the leased property is under the protection of both Chinese and Polish law.

In China the legal relationship of lease appeared already in feudal society, when there were leases on houses owned by the officials, temples and private individuals. The Qin Code contained provisions about feudal land lease. The objects of a lease contract may include movables or immovables. However, after the agricultural co-operativization, there are no lease relationships involving land, but the lease of private housing, production equipment and tools, articles of daily necessity and recreational facilities is common (Jones 1989:257–259).

In Poland, the scope of use by the lessee of leased property determines the type of the lease, which can be divided into two categories: *umowa najmu* and *umowa dzierżawy*. The term *najem* imports the use of property without the collection of fruits, and *dzierżawa* ‘tenancy’ means the use of property and taking the benefits (fruits) from the leased property. However, Chinese legislature does not divide the contracts of lease in such two categories.

Parametric table no. 25. The equivalents of the term 租赁物 *zulinwu* ‘object of a lease’

Parameter	Chinese term (source language) 租赁物 <i>zulinwu</i>  ‘object of a lease’	Polish equivalent (target language) <i>przedmiot najmu</i>  ‘object of a lease’	Polish equivalent (target language) <i>rzecz najęta</i>  ‘object of a lease’
text genre: legislation	yes	yes	no
sub-branch of law: ‘najem’ (the use of property without involving the collection of fruits)	yes	yes	no
sub-branch of law: ‘dzierżawa’ (the use of property and taking the benefits of the leased property)	yes	yes	yes

## Conclusions

Particularistic postulates:

- (i) There are at least three Polish equivalents of the Chinese term 租赁物 *zulinwu*: *przedmiot najmu* ‘object of a lease’, *rzecz najęta* ‘object of a lease’ and *przedmiot dzierżawy* ‘object of a lease’.
- (ii) The term 租赁物 *zulinwu* ‘object of a lease’ is polysemous. It may refer to the Polish *umowa najmu* (regulating the use of property without involving the collection of fruits) and may be translated as Polish *przedmiot najmu*. It may also refer to the Polish institution of *umowa dzierżawy* (regulating the use of property and

- taking the benefits of the leased property) and be understood as *przedmiot dzierżawy*.
- (iii) The Chinese term 租赁物 *zulinwu* ‘object of a lease’ and the Polish term *rzecz najęta* ‘object of a lease’ are complementary with respect to the parameter of the text genre: legislation.
  - (iv) The Chinese term 租赁物 *zulinwu* ‘object of a lease’ and the Polish term *przedmiot najmu* ‘object of a lease’ are convergent with respect to the parameter of the text genre: legislation.
  - (v) The Chinese term 租赁物 *zulinwu* ‘object of a lease’ and the Polish term *przedmiot dzierżawy* ‘object of a lease’ are convergent with respect to the parameter of the text genre: legislation.
  - (vi) The Chinese term 租赁物 *zulinwu* ‘object of a lease’ and the Polish term *przedmiot najmu* are convergent when the Chinese term 租赁物 *zulinwu* ‘object of a lease’ occurs to indicate the use of property without involving the collection of fruits.
  - (vii) The Chinese term 租赁物 *zulinwu* ‘object of a lease’ and the Polish term *przedmiot najmu* ‘object of a lease’ are convergent when the Chinese term 租赁物 *zulinwu* ‘object of a lease’ occurs to indicate the use of property and taking the benefits of the leased property.

#### Directives:

- (i) The Chinese term 赁物 *zulinwu* ‘object of a lease’ indicating the use of property without involving the collection of fruits should be translated as *przedmiot najmu* ‘object of a lease’, as the terms are convergent with respect of the text genre: legislation.
- (ii) The term 赁物 *zulinwu* ‘object of a lease’ indicating the use of property and taking the benefits from the leased property should be translated as *przedmiot dzierżawy* ‘object of a lease’, as the terms are convergent with respect of the text genre: legislation.



### *oszustwo* ‘fraud’

Another term that can be translated differently depending on the branch of law is the Polish term *oszustwo* ‘fraud’. It means the giving of misleading information, a misinformation (misrepresentation) that can be spread in the market, in a court (for instance during an execution), in the inducement, in the patent office, in a statement, etc.

Two Chinese equivalents of the Polish term *oszustwo* were analysed: 欺诈 *qizha* ‘civil law’ — ‘cheat, swindle’ and 诈骗 *zhapian* — ‘fraud, deception’. The term 欺诈 *qizha* occurs in civil law (*i.e.* 欺诈客户 *qizha kehu* in: Zhu Yikun 2007:183) and in colloquial language (*i.a.* 这家商店经常欺诈顾客 *Zhe jia shangdian jingchang qizha guke* — This shop often swindles customers, Pleco Dictionary). The term 欺骗 *qipian* is used when referring to fraud in the area of taxation and legal rules relating to it (Article 66 of the *Taxation Law of the People’s Republic of China*, hereinafter ‘Chinese Taxation Law’) or 诈骗 *zhapian* ‘swindle, or cheat, fraud’ (Article 266 of the Criminal Law of the People’s Republic of China, hereinafter ‘Chinese Criminal Law’).

Parametric table no. 26. The equivalents of the term *oszustwo* ‘fraud’

Parameter	Polish term (source language) <i>oszustwo</i>  ‘fraud’	Chinese equivalent (target language) 欺诈 <i>qizha</i>  ‘cheat, swindle’	Chinese equivalent (target language) 欺骗 <i>qipian</i> ‘fraud’	Chinese equivalent (target language) 诈骗 <i>zhapian</i>  ‘cheat, swindle’
civil law	yes	yes	no	no
taxation law	yes	no	yes	no
criminal law	yes	no	no	yes

### ***Conclusions***

Particularistic postulates:

- (i) There are several equivalents of the polysemous term *oszustwo* ‘fraud’ in Chinese. At least two equivalents may be proposed when referring to legal texts: 欺诈 *qizha* ‘cheat,

swindle’ and 欺骗 *qipian* ‘fraud’, and 诈骗 *zhapian* ‘cheat, swindle’.

- (ii) The term *oszustwo* ‘fraud’ is the holonym of the Chinese terms 欺诈 *qizha* and 欺骗 *qipian* ‘fraud’, and 诈骗 *zhapian* ‘cheat, swindle’. However, the Polish term may be specified i.e. one may use the term *oszustwo podatkowe* when referring to Chinese 欺骗 *qipian* ‘fraud’.
- (iii) The Polish term *oszustwo* ‘fraud’ and the Chinese term 欺诈 *qizha* ‘cheat, swindle’ are convergent with respect to the parameter of civil law.
- (iv) The Polish term *oszustwo* ‘fraud’ and the Chinese term 欺骗 *qipian* ‘fraud’ are convergent with respect to the parameter of taxation law.
- (v) The Polish term *oszustwo* ‘fraud’ and the Chinese term 诈骗 *zhapian* ‘cheat, swindle’ are convergent with respect to the parameter of criminal law.
- (vi) The Polish term *oszustwo* ‘fraud’ and the Chinese term 欺骗 *qipian* ‘fraud’ are complementary with respect to the parameter of civil law and criminal law.
- (vii) The Polish term *oszustwo* ‘fraud’ and the Chinese term 欺诈 *qizha* ‘cheat, swindle’ are complementary with respect to the parameter of taxation law and criminal law.
- (viii) The Polish term *oszustwo* ‘fraud’ and the Chinese term 欺骗 *qipian* ‘fraud’ are complementary with respect to the parameter of taxation law and civil law.

#### Directives:

- (i) The term 欺诈 *qizha* ‘cheat, swindle’ should be considered as the proper equivalent of the term *oszustwo* ‘fraud’ used in the context of civil law, as the terms are convergent with respect to parameter of civil law.
- (ii) The term 欺骗 *qipian* ‘fraud’ should be considered as the proper equivalent of the term *oszustwo* ‘fraud’ used in the context of taxation law as the terms are convergent with respect to parameter of taxation law.
- (iii) The term 诈骗 *zhapian* ‘cheat, swindle’ should be considered as the proper equivalent of the term *oszustwo* ‘fraud’ used in the context of criminal law as the terms are convergent with respect to parameter of criminal law.

## Concluding remarks

The analysis of synonymous equivalents of legal terms demonstrated that only some are in a relation of convergence with the legal terms of the source language. Such terms take on the property of the genre parameter: legislation or the same property from the parameter: branch of law and therefore are sufficiently translationally equivalent.

Generally, the legal language in Poland is divided into two types: the genre: legislative texts (Polish: *język prawny*) and the genre: other legal texts — language of legal doctrine and practice (Polish: *język prawniczy*). Such typology was proposed by Wróblewski in 1948 (see: Ziemiński 1997:147–148). Jakóbiec (2005:139,144) introduced certain typologies of the legal language (法律语言 *fa lu yuyan*) functioning in China:

(i) the typology of Wang Jie (2003:126): 立法语言 *lifa yuyan* ‘legislative language’ and 司法语言 *sifa yuyan* ‘justice language’ (the justice language was subdivided by Wang into: 司法口语 spoken justice language, 笔录语言 *bilu yuyan* ‘protocol language’, 司法书面语 *sifa shumianyu* ‘written justice language’ and 司法态势语 *sifa taishi yu* ‘situational language of justice’)

(ii) the typology of Pang Qingyu and Yu Zongqi (1997:4): 法律书面语言 *fa lu shumian yuyan* ‘written legal language’ and 法律口头语言 *fa lu koutou yuyan* ‘spoken legal language’.

(iii) the typology Liu Hongying (2003:68–70,84): legislative language, academic legal language and the language of the justice system.

However, terminological distinction between texts of the legislation genre and other genres is not always necessary. It can probably be relevant to lexicographers and legal-terminology researchers.

## 2.2. Relation of polysemy, homonymy and homophony and relation of complementarity (hypernymy and hyponymy)

In this chapter the relation of polysemy occurring in Polish-Chinese and Chinese-Polish translation of terms of substantive and procedural civil law will be introduced.

The following Polish terms were used in the research:

- (i) *postanowienie*,
- (ii) *polecenie*,
- (iii) *inwestor*.

The following Chinese terms were used:

- (i) 委托人 *weituoren*,
- (ii) 上诉 *shangsu*,
- (iii) 原告 *yuangao*,
- (iv) 解决 *jiejue*.

### **Polysemy and hyperonymy in Polish-Chinese translation**

A number of terms in Polish Civil Code and Code of Civil Procedure are polysemous. The analysis demonstrated that a polysemous term has two or more Chinese equivalents and sometimes only one Chinese equivalent that is also polysemous.

#### **Postanowienie ‘provision/ disposition/ decision’**

One of the Polish polysemous legal terms, translated into Chinese differently depending on the context, is *postanowienie*, which means the following in Polish legal language:

- (i) a provision in an agreement,
- (ii) a testamentary disposition,
- (iii) a type of judicial ruling,
- (iv) a type of administrative ruling.

The term *postanowienie* functioning as a provision (clause) in an agreement explains specific terms (conditions, warranties etc.).

Provisions are general or specific when referring to a certain type of agreement. A provision in an agreement can be expressed in Polish as *postanowienie umowne* and in Chinese as 条款 *tiaokuan* or 合同条款 *hetong tiaokuan*. For instance, the term 最后条款 *zuihou tiaokuan* can be translated as *postanowienia końcowe* ‘final provisions’, and the term 附加条款 *fujia tiaokuan* can be translated as *postanowienia dodatkowe* ‘additional articles, memorandum clause’ in contracts relating to partnerships).

The term *postanowienie* is also used in reference to a last will and testament, often described as *postanowienie testamentowe* ‘testamentary disposition’ (Article 964 of Polish Civil Code). This kind of provision in a last will and testament (Polish: *testament*), is also called *rozrządzenie*, and in Chinese: 遗嘱处分 *yizhu chufen*. Both terms – Polish and Chinese – denote the testator’s transfer of property to another effective upon the death of the testator (see: Art 25 of Chinese Succession Law; Article 961 of Polish Civil Code). Polish legislature uses the term *rozrządzenie* in the phrase *rozrządzenia na wypadek śmierci* – disposition in case of death (*mortis causa* as opposed to *inter vivos*, i.e. among the living) (see: Title III of Polish Civil Code). One may dispose of property in case of the death (Polish: *rozrządzić na wypadek śmierci*) only in the form of testamentary disposition (see: Article 941 of Polish Civil Code). A testament may contain only the dispositions (*rozrządzenia*) of one person (see: Article 942 of Polish Civil Code). What is interesting is that, in Article 943 of Polish Civil Code, Polish legislature stipulates, using the term *postanowienia*, that the testator may revoke the whole testament or only particular provisions of that testament (*Spadkodawca może odwołać cały testament lub tylko jego poszczególne postanowienia*, see: Article 943 of Polish Civil Code).

The term *postanowienie* also means a type of ruling issued by courts (*postanowienie sądu, postanowienie trybunału*) or administrative authorities in Poland. In contentious civil or criminal procedure it does not settle the merits of the case but only procedural issues. In non-contentious civil proceedings it functions as the last, case-settling decision of a judicial or administrative body, pronounced after consideration of facts and law (a case-ending court order). If the term *postanowienie* refers to a decision of a court it can be translated in Chinese as 法院判决 *fayuan panjue*. If a decision is administrative, the Chinese translational equivalent can be 行政决定 *xingzheng jueding*.

Parametric table no. 27. The equivalents of the term *postanowienie* ‘provision/disposition/decision’

Polish term (source language)	<i>postanowienie</i> ‘provision/disposition/decision’			
Branch or sub-branch of law	Contract law (agreement)	Succession Law	Civil procedure law, criminal procedural law, administrative litigation law	Administrative law
Chinese term (target language)	条款 <i>tiaokuan</i> , 合同条款 <i>hetong tiaokuan</i> ‘(contractual) clause’	处分 <i>chufen</i> ‘disposition’	判决 <i>panjue</i> ‘decision, judgment’	决定 <i>jueding</i> ‘(administrative) decision’

## Conclusions

Particularistic postulates:

- (i) The Polish term *postanowienie* ‘a provision/disposition/decision’ is polysemous. There are several equivalents of polysemous term *postanowienie* in Chinese. At least four equivalents may be proposed when referring to legal texts: 条款 *tiaokuan* ‘a provision’, 处分 *chufen* ‘a disposition’, 判决 *panjue* ‘a court decision’, or 决定 *jueding* ‘an administrative decision’.
- (ii) The Polish term *postanowienie* ‘a provision/disposition/decision’ is in relation of interlingual hyperonymy with Chinese term 条款 *tiaokuan* ‘a provision’.
- (iii) The Polish term *postanowienie* is in relation of interlingual hyperonymy with Chinese term 处分 *chufen* ‘a disposition’.
- (iv) The Polish term *postanowienie* is in relation of interlingual hyperonymy with Chinese term 判决 *panjue* ‘a court decision’.

- (v) The Polish term *postanowienie* is in relation of interlingual hyperonymy with Chinese term 决定 *jueding* ‘an administrative decision’.
- (vi) The Polish term *postanowienie* and the Chinese term 条款 *tiaokuan* ‘a provision’ are complementary with respect to the parameter of succession law, civil procedure law, criminal procedural law, administrative litigation law, administrative law.
- (vii) The Polish term *postanowienie* and the Chinese term 处分 *chufen* ‘a disposition’ are complementary with respect to the parameter of contract law, civil procedure law, criminal procedural law, administrative litigation law and administrative law.
- (viii) The Polish term *postanowienie* and the Chinese term 判决 *panjue* ‘a court decision’ are complementary with respect to the parameter of contract law, succession law and administrative law.
- (ix) The Polish term *postanowienie* and the Chinese term 决定 *jueding* ‘an administrative decision’ are complementary with respect to the parameter of ‘a court decision’ are complementary with respect to the parameter of contract law, succession law and civil procedure law, criminal procedural law, administrative litigation law.
- (x) The Polish term *postanowienie* and the Chinese term 条款 *tiaokuan* are convergent with respect to the parameter of contract law.
- (xi) The Polish term *postanowienie* and the Chinese term 处分 *chufen* are convergent with respect to the parameter of succession law.
- (xii) The Polish term *postanowienie* and the Chinese term 判决 *panjue* are convergent with respect to the parameter of civil procedure law, criminal procedural law, administrative litigation law.
- (xiii) The Polish term *postanowienie* and the Chinese term 决定 *jueding* are convergent with respect to the parameter of administrative law.

Directives:

- (i) The term 条款 *tiaokuan* ‘a provision’ should be considered as the proper equivalent of the term *postanowienie* ‘a provision’ used in the context of contract law as the terms are convergent with respect to parameter of contract law.
- (ii) The term 处分 *chufen* ‘a disposition’ should be considered as the proper equivalent of the term *postanowienie* ‘a disposition’ used in the context of succession law as the terms are convergent with respect to parameter of succession law.
- (iii) The term 判决 *panjue* ‘a decision’ should be considered as the proper equivalent of the term *postanowienie* ‘a decision’ used in the context of civil procedure or criminal procedure or administrative litigation as the terms are convergent with respect to parameter of civil procedure law, criminal procedural law, administrative litigation law.
- (iv) The term 决定 *jueding* ‘a decision’ should be considered as the proper equivalent of the term *postanowienie* ‘a decision’ used in the context of administrative law as the terms are convergent with respect to parameter of administrative law.

### **Polecenie** ‘instruction/obligation’

Another polysemous Polish legal term that also occurs in texts relating succession and agreements is *polecenie* ‘instruction/obligation’.

*Polecenie* means a kind of obligation that can be attached to a testament. For instance, the testator can oblige the successor or legatee to attend Chinese lessons. If the testament is subject to an instruction, the successor or legatee must perform it. If the successor or legatee fails to perform the obligation attached to the testament without appropriate reasons, the right to the inheritance can be lost (see: Article 982 of Polish Civil Code). The Chinese equivalent of the term *polecenie* in the context of inheritance is the term 义务 *yiwu*, defined in Article 21 of Chinese Succession Law as an obligation attached to testamentary succession or legacy. In legal language one can also encounter the term: 遗嘱附的义务 *yiwu fu de yizhu* (testamentary obligation; obligation attached to a testament in English).

The term *polecenie* ‘obligation’ occurs also in Polish and Chinese regulations regarding donations (see: Article 195 of Polish Civil Code and Article 190 of Chinese Contract Law). The parallel institution in Chinese legal system is 赠与合同 *zengyu hetong*.



According to Polish and Chinese legislations a donation may be subject to an obligation. The donee has to perform the obligation as stipulated. The Chinese equivalent of the term *polecenie* in the context of donations is 义务 *yiwu* (Article 190 of Chinese Contract Law; Wei Zhi 2013).

Taking in account the colloquial language one can use the term 命令 *mingling* ‘order’ to express the meaning of obligation. The term 命令 *mingling* ‘order’ is probably not the proper equivalent of the term *polecenie* in the context of a last will and testament or donation, because the analysis of the Chinese parallel texts shows that it does not occur in texts relating to donations or succession.

Parametric table no. 28. The equivalents of the term *polecenie* ‘instruction/obligation’

Parameter	Polish term (source language) <i>polecenie</i> ‘instruction/obligation’	Chinese term (target language) 义务 <i>yiwu</i> ‘obligation’	Chinese term (target language) 命令 <i>mingling</i> ‘obligation’
Type of text: Testament	yes	yes	no
Type of text: donation contract	yes	yes	no

## Conclusions

Particularistic postulates:

- (i) The Polish term *polecenie* ‘instruction/obligation’ is polysemous. It occurs with the meaning of obligation in regulations regarding succession and in regulations regarding donation agreement.
- (ii) At least two equivalents may be proposed for the term *polecenie* ‘instruction/obligation’: 义务 *yiwu* ‘obligation’ and 命令 *mingling* ‘obligation’.
- (iii) The Chinese term 义务 *yiwu* is polysemous. Similarly to the Polish term *polecenie* ‘instruction/obligation’, it occurs with the meaning of obligation in regulations regarding succession and obligation in regulations regarding donation agreement.

- (iv) The Chinese term 义务 *yiwu* and the Polish term *polecenie* ‘instruction/obligation’ are convergent with respect to the parameter of succession.
- (v) The Chinese term 义务 *yiwu* and the Polish term *polecenie* ‘instruction/obligation’ are convergent with respect to the parameter of donation contract.
- (vi) The Chinese term 遗嘱附的义务 *fu yiwu de yizhu* (English ‘obligation attached to testament’) is interlingual hyponym of the Polish term *polecenie* ‘instruction/obligation’.

Directives:

- (i) The Chinese term 义务 *yiwu* ‘obligation’ should be considered as the equivalent of the Polish term *polecenie* ‘obligation’ with respect to the parameter of testament and parameter of donation contract.
- (ii) The Chinese term 遗嘱附的义务 *fu yiwu de yizhu* ‘obligation’ should be considered as the equivalent of the Polish term ‘instruction/obligation’ if one wants to indicate the testamentary obligation, because of close recipient of translation.

### **Inwestor ‘investor’**

There are several Chinese translational equivalents of the Polish term *inwestor* ‘investor’. The term *inwestor* denotes a person who spends or saves money and expects to make a profit on it. In Chinese a person who spends or saves money with the expectation of profit is called 投资人 *touziren* ‘investor’ or 投资者 *touzizhe* ‘investor’, or 投资家 *touzijia* ‘investor’. Generally, investors in Poland and in China are parties that make investments: natural persons, enterprises, governments and their subordinate departments, organizations. All of the aforementioned terms indicating an investor in Polish and Chinese are polysemous, because they refer to institutional investors as well as individual investors. A small investor, an individual shareholder in Chinese is described as 散户 *sanhu* ‘a retail private investor’.

Only one of the mentioned Chinese equivalents of the Polish term *inwestor* — the term 投资者 *touzizhe* may be considered as the proper equivalent of the term *inwestor* as the terms are convergent in respect of the parameter of genre: legislation.

Parametric table no. 29. The equivalents of the term *inwestor* ‘investor’

Parameter	Polish term (source language) <i>inwestor</i> ‘investor’	Chinese equivalent (target language) 投资者 <i>touzizhe</i> ‘investor’	Chinese equivalent (target language) 投资人 <i>touziren</i> ‘investor’	Chinese equivalent (target language) 投资家 <i>touzijia</i> ‘investor’	Chinese equivalent (target language) 散户 <i>sanhu</i> ‘retail private investor’
text genre: legislation	yes	yes	no	no	no

### Conclusions

Particularistic postulates:

- (i) The Polish term *inwestor* ‘investor’ is polysemous. At least four Chinese equivalents may be proposed for the term 投资人 *touziren* ‘investor’ or 投资者 *touzizhe* ‘investor’, or 投资家 *touzijia* ‘an investor’, 散户 *sanhu* ‘small investor’.
- (ii) The Chinese term 投资者 *touzizhe* and the Polish term *inwestor* are convergent with respect to the parameter of legislative lect.
- (iii) The Chinese term 投资人 *touziren* and the Polish term *inwestor* are complementary with respect to the parameter of legislative lect.
- (iv) The Chinese term 投资家 *touzijia* and the Polish term *inwestor* are complementary with respect to the parameter of legislative lect.
- (v) The Chinese term 散户 *sanhu* and the Polish term *inwestor* are complementary with respect to the parameter of legislative lect.
- (vi) The Polish term *inwestor* is in relation of interlingual hyperonymy with Chinese term 散户 *sanhu*, which means, with respect to the parameter of individual, small investment.
- (vii) The Chinese term 投资者 *touzizhe* is in relation of intralingual hyperonymy with Chinese term 散户 *sanhu*.

- (viii) The Chinese term 投资人 *touziren* is in relation of intralingual hyperonymy with Chinese term 散户 *sanhu*.
- (ix) The Chinese term 投资家 *touzijia* is in relation of intralingual hyperonymy with Chinese term 散户 *sanhu*

Directive:

The Chinese term 投资者 *touzizhe* ‘investor’ should be considered as the equivalent of the Polish term *inwestor* ‘investor’ with respect to the parameter of the genre: legislation.

### **Polysemy in Chinese-Polish translation**

Chinese legal language has been under formation for millennia, but the majority of statutes took shape in the 20<sup>th</sup> or 21<sup>st</sup> century. The traditional Chinese way of life was designed in accordance with Confucian thought. Only criminal procedures were regulated in legal codes (see: Head, Wang; Grzybek 2013 a). Statutory substantive and procedural civil law was introduced in the 20<sup>th</sup> century; therefore, many Chinese legal terms were based on existing words and phrases. Cao (2004) believes this is one of main reasons for polysemy in Chinese legal language.

Chinese substantive and procedural legal texts contain polysemes. This polysemy is encountered in statutory language, but also in legal language or legal language in relation to colloquial language.

委托人 *weituoren* ‘authorizer/principal/trustor’

The Chinese term 委托人 *weituoren* ‘authorizer, principal’ occurs in Chinese Contract Law as the name of a party in two kinds of contracts: 委托合同 *weituo hetong* ‘entrustment contract’ and 行纪合同 *hangji hetong* ‘brokerage contract’.

The institution of agency contract in Poland and in China (Polish: *umowa agencji*; Chinese: 委托合同 *weituo hetong*) provides that the principal authorizes the agent to handle one, several or all of the principal’s affairs, and the agent agrees to handle such affairs (see: Articles 396–397 of Chinese Contract Law; Articles 758–760 of Polish Civil Code). The name of the person authorizing the agent

(authorizer, principal) is 委托人 *weituoren* in Chinese and *zlecniodawca* in Polish. The authorizer pays the expenses of handling the entrusted affairs and gives instructions to the agent. After the agent finalizes the entrusted affairs, the authorizer pays remuneration to the agent.

Another type of contract in which 委托人 *weituoren* occurs is brokerage contract (Chinese: 行纪合同 *hangji hetong* Polish: *umowa komisu*, whereby the broker in its own name engages in trade activities for the trustor (委托人 *weituoren*) and the trustor pays remuneration for them (see: Articles 414–423 of Chinese Contract Law and Articles 765–773 of Polish Civil Code). The Polish equivalent of the Chinese polyseme, in the context of the institution of brokerage, is *komitent* ‘trustor’. The term 委托人 *weituoren* is understood as *komitent*. Similarly to the authorizer, in the entrustment contract the trustor pays expenses incurred by the other side of contract (here: ‘broker’). When the broker finalizes the commissioned affairs in full or in part, the trustor has to pay remuneration to the broker.

The term 委托人 *weituoren* is polysemous and is in a relation of interlingual hyperonymy with Polish terms: *zlecniodawca* and *komitent*.

Parametric table no. 30. The equivalents of the term 委托人 *weituoren* ‘authorizer/principal /trustor’

Chinese term (source language)	委托人 <i>weituoren</i> ‘authorizer/principal/trustor’	
Parameter of type of contract	entrustment contract	brokerage contract
Polish terms (target language)	<i>zlecniodawca</i> ‘authorizer, principal’	<i>komitent</i> ‘trustor’

### Conclusions

Particularistic postulates:

- (i) The Chinese term 委托人 *weituoren* ‘authorizer/principal/trustor’ is polysemous. At least two Polish equivalents may be proposed for the term 委托人 *weituoren*: *zlecniodawca*, *komitent*.
- (ii) The Chinese term 委托人 *weituoren* ‘authorizer/principal/trustor’ and the Polish term *zlecniodawca*

are convergent with respect to the parameter of entrustment contract.

- (iii) The Chinese term 委托人 *weituoren* ‘authorizer/principal/trustor’ and the Polish term *komitent* are convergent with respect to the parameter of brokerage contract.
- (iv) The Chinese term 委托人 *weituoren* ‘authorizer/principal/trustor’ is in relation of interlingual hyperonymy with the Polish term *zlecniodawca*.
- (v) The Chinese term 委托人 *weituoren* ‘authorizer/principal/trustor’ is in relation of interlingual hyperonymy with the Polish term *komitent*.

Directives:

- (i) The Polish term *zlecniodawca* ‘authorizer, principal’ should be considered as the equivalent of the Chinese term 委托人 *weituoren* ‘authorizer/principal/trustor’ with respect to parameter of entrustment contract.
- (ii) The Polish term *komitent* ‘trustor’ should be considered as the equivalent of the Chinese term 委托人 *weituoren* ‘authorizer/principal/trustor’ with respect to parameter of brokerage contract.

### 上诉 *shangsu* ‘appeal’

A court of law hands down its decisions in form of awards, written orders or judgments. The Chinese term 上诉 *shangsu* ‘appeal’ (also known as 申诉 *shensu*):

- (i) refers to an appeal filed with the People’s Court at the next higher level, if a party refuses to accept the judgment (判决 *panjue* in Chinese) of the first-instance People’s Court awarded in either contentious or non-contentious civil procedure;
- (ii) refers also to an appeal to the People’s Court at the next higher level, if a party refuses to accept a ruling (裁定 *caiding* in Chinese) of the first-instance People’s Court awarded during contentious or non-contentious civil procedure.

In Poland there are different forms of refusal to accept the court decisions. When the party refuses to accept the judgment in contentious procedure, the submitted document is called *apelacja*

‘appeal’. Other decisions made by the court during are appealed in the form of *zażalenie* ‘complaint/appeal’.

When the decision is made in non-contentious procedure, the party refuses to accept the decision, and therefore challenges it and has recourse to the higher authority, in the form of *apelacja* ‘appeal’ or *zażalenie* ‘complaint/appeal’. The first type of refusal refers to a substantive decision (a decision on the merits, *e.g.* of inheritance) (see: Articles 367 and 518 of Polish Code of Civil Procedure; Zieliński 2002:261–262). *Zażalenie* in non-contentious procedure is filed in relation to procedural problems, but only if allowed by the legislature (Article 258 of Polish Code of Civil Procedure). Moreover, there is a third type of challenge – *skarga* ‘appeal’ (*i.e.* *skarga na orzeczenie referendarza* ‘complaint about the court referendary’s decision’, *skarga na czynności komornika* ‘complaint about the court enforcement officer’s actions’).

Parametric table no. 31. The equivalents of the term 上诉 *shangsu* ‘appeal’

Chinese term (source language)	上诉 <i>shangsu</i> ‘appeal’				
Procedure	litigation procedure		non-litigation procedure		
Polish term (target language)	<i>apelacja</i> ‘appeal’, or <i>zażalenie</i> ‘appeal’		<i>apelacja</i> ‘appeal’, or <i>zażalenie</i> ‘appeal’, or <i>skarga</i> ‘appeal’		
Type of decision	judge- ment	other decisions	substan- tial decision	decision referring to procedural problems	ruly decision (decyzja porząd- kowa)
Polish term (target language)	<i>apelacja</i> ‘appeal’	<i>zażalenie</i> ‘appeal’	<i>apelacja</i> ‘appeal’	<i>zażalenie</i> ‘appeal’	<i>skarga</i> ‘appeal’

## Conclusions

Particularistic postulates:

- (i) The Chinese term 上诉 *shangsu* ‘appeal’ is polysemous. At least three Polish equivalents may be proposed for the term 上诉 *shangsu*: *zażalenie* ‘appeal’, *apelacja* ‘appeal’, *skarga* ‘appeal’.
- (ii) The Chinese term 上诉 *shangsu* and the Polish term *skarga* are convergent with respect of parameter of ruly decision in non-litigation procedure.
- (iii) The Chinese term 上诉 *shangsu* is in relation of interlingual hyperonymy with Polish term *apelacja*.
- (iv) The Chinese term 上诉 *shangsu* is in relation of interlingual hyperonymy with Polish term *zażalenie*.
- (v) The Chinese term 上诉 *shangsu* is in relation of interlingual hyperonymy with Polish term *skarga*.
- (vi) The Chinese term 上诉 *shangsu* and the Polish term *zażalenie* are convergent with respect to the parameter of decision in litigation procedure.
- (vii) The Chinese term 上诉 *shangsu* and the Polish term *apelacja* are convergent with respect to the parameter of judgement in litigation procedure.
- (viii) The Chinese term 上诉 *shangsu* and the Polish term *apelacja* are convergent with respect to the parameter of substantial decision in non-litigation procedure.
- (ix) The Chinese term 上诉 *shangsu* and the Polish term *skarga* are convergent with respect to the parameter of ruly decision in non-litigation procedure.
- (x) The Chinese term 上诉 *shangsu* and the Polish term *zażalenie* are convergent with respect of parameter to the decision reffering to procedural problems in non-litigation procedure.

Directives:

- (i) The Polish term *apelacja* ‘appeal’ should be considered as the equivalent of the Chinese term 上诉 *shangsu* ‘appeal’ with respect to the parameter of judgement in litigation procedure.
- (ii) The Polish term *zażalenie* ‘appeal’ should be considered as the equivalent of the Chinese term 上诉 *shangsu* ‘appeal’ with



- respect to the parameter of decision in litigation procedure litigation procedure.
- (iii) The Polish term *apelacja* ‘appeal’ should be considered as the equivalent of the Chinese term 上诉 *shangsu* ‘appeal’ with respect to the parameter of substantial decision in non-litigation procedure.
  - (iv) The Polish term *zażalenie* ‘appeal’ should be considered as the equivalent of the Chinese term 上诉 *shangsu* ‘appeal’ with respect to the parameter of decision referring to procedural problems in non-litigation procedure.
  - (v) The Polish term *skarga* ‘appeal’ should be considered as the equivalent of the Chinese term 上诉 *shangsu* ‘appeal’ with respect to the parameter of ruly decision in non-litigation procedure.

#### 原告 *yuangao* ‘plaintiff, claimant, accuser’

The term 原告 *yuangao* ‘plaintiff, claimant, accuser’ has different meanings depending on the branch of law in which it functions. Generally, it means the party who files suit in civil cases (Yao Ruiguang 2011:54–56), and in criminal cases and administrative litigation cases (最高人民法院行政庭 *Zuigao Renmin Fayuan xingzhengting* 2015:5) as well. Both Chinese and Polish legislatures mandate state that any citizen, legal person and any other organization may become party to civil proceedings (Article 49 of Chinese Civil Procedure Law and Article 65 of Polish Code of Civil Procedure). The equivalent of the term 原告 *yuangao* in Polish can be different in respect of civil cases: *powód*, *powódka* — the party who files a civil suit in court, male *powód* or female *powódka* (see: Article 505 of Polish Code of Civil Procedure) (‘plaintiff, claimant’ in English) and in respect of the criminal cases: *oskarżyciel* ‘accuser’ — the person who accuses another of a crime in criminal procedure (see: Article 14 § 1 of Polish Code of Criminal Procedure).

Parametric table no. 32. The equivalents of the term 原告 *yuangao* ‘plaintiff, claimant, accuser’

Parameter: branch of law	Chinese term (source language)	Polish equivalent (target language)
civil procedure	原告 <i>yuangao</i> ‘plaintiff, claimant, accuser’	<i>powód</i>
criminal procedure	原告 <i>yuangao</i> ‘plaintiff, claimant, accuser’	<i>oskarżyciel</i>

## Conclusions

Particularistic postulates:

- (i) The Chinese term 原告 *yuangao* ‘plaintiff, claimant, accuser’ is polysemous. At least two Polish equivalents may be proposed for the term 原告 *yuangao*: *powód*, *oskarżyciel*.
- (ii) The Chinese term *yuangao* is in relation of interlingual hyperonymy with the term *powód/powódka* with respect to the parameter of the civil procedure.
- (iii) The Chinese term *yuangao* is in relation of interlingual hyperonymy with the term *oskarżyciel* with respect to the parameter of the criminal procedure.
- (iv) The Chinese term 原告 *yuangao* and its Polish equivalent *powód* are convergent with respect to the parameter of the civil procedure.
- (v) The Chinese term 原告 *yuangao* ‘plaintiff, claimant, accuser’ and its Polish equivalent *oskarżyciel* are convergent with respect to the parameter of the criminal procedure.

Directives:

- (i) The Polish term *powód* should be considered as the equivalent of the Chinese term 原告 *yuangao* ‘plaintiff, claimant, accuser’ with respect to the parameter of the civil procedure.
- (ii) The Polish term *oskarżyciel* should be considered as the equivalent of the Chinese term 原告 *yuangao* with respect to the parameter of the criminal procedure.

### 解决 *jiejue* ‘to solve, to settle (a dispute)’

The term 解决 *jiejue* ‘to solve/settle (a dispute)’ is used in Chinese legislative and legal language to indicate the form of dealing with a dispute. It can refer to solving a dispute or settling it. There are many forms of dispute resolution in China, because Chinese legal culture is rooted in the Confucian search for harmony, *viz.* mediation, arbitration and hybrid forms, such as mediation-arbitration or arbitration-mediation. Differently from Poland’s legal system, a Chinese mediator can in some circumstances become an arbitrator in the same case, and an arbitrator may try to mediate (Grzybek 2013 a; Fan 2009).

Polish translational equivalents of the term 解决 *jiejue* are: *rozwiązywać* ‘to solve (a dispute)’ and *rozstrzygać* ‘to settle (a dispute)’. The former indicates solving a dispute by involving a neutral third party who tries to help the dispute parties to arrive mutually at a solution. The term *rozstrzygać* means to settle the dispute (Grzybek 2013 a).

Parametric table no. 33. The equivalents of the term 解决 *jiejue* ‘to solve/to settle (a dispute)’

Chinese term (source language)	解决 <i>jiejue</i> ‘to solve/to settle (a dispute)’	
Parameter	Branch of law: civil procedure	Branch of law: criminal procedure
Polish term (target language)	<i>rozwiązywać</i> ‘to solve (a dispute)’	<i>rozstrzygać</i> ‘to settle (a dispute)’

### **Conclusions**

Particularistic postulates:

- (i) The Chinese term 解决 *jiejue* ‘to solve/to settle (a dispute)’ is polysemous. At least two Polish equivalents may be proposed for the term: *rozwiązywać* ‘to solve (a dispute)’, *rozstrzygać* ‘to settle (a dispute)’.
- (ii) The Chinese term 解决 *jiejue* is in relation of interlingual hyperonymy with terms: *rozwiązywać* and *rozstrzygać*.
- (iii) The Polish term *rozwiązywać* and the Chinese term 解决 *jiejue* are convergent with respect to the parameter of the mediation law.

- (iv) The Polish term *rozstrzygać* and the Chinese term 解决 *jiejue* are convergent with respect to the parameter of the arbitration law.

Directives:

- (i) The Polish term *rozstrzygać* ‘to settle (a dispute)’ should be considered as the equivalent of the Chinese term 解决 *jiejue* ‘to solve/to settle (a dispute)’ with respect to the parameter of the arbitration law.
- (ii) The Polish term *rozwiązywać* ‘to solve (a dispute)’ should be considered as the equivalent of the Chinese term 解决 *jiejue* ‘to solve/to settle (a dispute)’ with respect to the parameter of the mediation law.

### 3. Translational algorithm: application and directives

For the purposes of Polish-Chinese legal translation, the translation algorithm proposed by Matulewska (2013) was tested. The translation was carried out in compliance with the proposed detailed steps of parametrization. The sequence of steps undertaken by legal translator when choosing equivalents of source text to be used in target text is described. The aforementioned relevant parameters can help find proper translational equivalents by eliminating inadequate equivalents from the set of all potential target-text translative signifiers. Examples from both substantive and procedural civil-law texts show various semantic relations between the translated legal terms. In the scope of study on particular Polish-Chinese translatology the recipient of translation is presumed to be a member of international communicative community, the civil law communicative community and legal relation bound communicative community.

The translation algorithm was applied in the following order:

- (i) determining the potential meaning of the source-text unit
- (ii) interpretation/determination of the meaning of the source-text translative unit
- (iii) establishing the set of all potential target-text translational equivalents
- (iv) calculating the meaning of potential target-text translational equivalents
- (v) determining the filters to eliminate incorrect meanings
- (vi) choosing the optimal equivalent or coining such an equivalent
- (vii) the monitoring stage

**Translation algorithm for the Polish term *odpowiedzialność cywilna* (literally: ‘civil liability’)**

#### Step 1. Determining the potential meaning of the source-text unit

The Polish term *odpowiedzialność cywilna* means the civil liability of a subject of civil-law relationships resulting from one’s own act or the act of a third person that is of negative value in the light of legal rules

(Dybowski 1981:170). It is not defined by legislation, even though it is one of the basic terms of civil law.

In legal context the term: *odpowiedzialność cywilna* is polysemous. It can be used in the context of *odpowiedzialność kontraktowa* ‘contractual liability’ but also in the context of *odpowiedzialność deliktowa* ‘liability in tort’ (see: Warkała 1972:13; Czachórski 2007:64). The term *odpowiedzialność cywilna* is the holonym of the two aforementioned terms that indicate a source of responsibility.

The meronym *odpowiedzialność kontraktowa* means civil liability for breach of contract, which includes inadequate performance of obligations resulting from a legal act, usually from a contract (see: Article 471 of Polish Civil Code).

The meronym *odpowiedzialność deliktowa* means civil liability in tort, *i.e.* damages resulting from a tortious act (see: Articles 419, 427, 429 and 431 of Polish Civil Code).

Table no. 34 a. The term *odpowiedzialność cywilna* ‘civil liability’ (relation of intralingual meronymy)

Holonym (source language)	
<i>odpowiedzialność cywilna</i> ‘civil liability’	
Meronyms (target language)	
<i>odpowiedzialność kontraktowa</i> ‘contractual liability’	<i>odpowiedzialność deliktowa</i> ‘liability for private wrongs’

Step 2. The source text translativity unit meaning interpretation/determination

- (i) the lect of the source text:
  - > LSP, specifically: language of law: yes;
- (ii) branch of law to which the text refers:
  - > civil law (civil procedure): yes;
- (iii) the time of source text creation:
  - > legally binding;
- (iv) source-text legal reality:
  - > civil law;
- (v) author of the source-text:
  - > legal scholars;
- (vi) text genre:
  - > legislative genre, non-legislative genre

### Step 3. Establishing the set of all potential target-text translational equivalents

Possible Chinese signifiers in Chinese for the term *odpowiedzialność cywilna* are the term 民事法律责任 *minshi falü zeren* and its shorten form 民事责任 *minshi zeren*. The concept of civil liability (民事责任 *minshi zeren*) refers to the civil liability of a subject of civil-law relationships (民事主体 *minshi zhuti*). This type of liability results from a civil-law act.<sup>9</sup> It refers to the ‘legal liability of natural persons and legal persons [they] should assume when they fail to perform the civil obligation or infringe upon others’ civil rights’ (Zhu Yikun 2007:75). According to China’s General Provisions of Civil Law, citizens and legal persons who through their fault encroach upon state or collective property or the property of a person or other people shall bear civil liability. If the law so stipulates, civil liability will be also borne even in the absence of fault (Article 106 of China’s General Provisions of Civil Law).

The term 民事责任 *minshi zeren* is also polysemous. It is in a relation of holonymy with the Chinese terms 违约责任 *weiyue zeren* and its synonym 违反合同的民事责任 *weifan hetong de minshi zeren*, which means ‘the liability which arises from breaching contractual obligations’ (*i.e.* for non-performance of a contract — 不履行合同的民事责任 *bu lǔxing hetong de minshi zeren* or delay in performing the contract — 延迟履行合同 *yanchi lǔxing hetong*) (see: Articles 111–116 of China’s General Provisions of Civil Law) and 侵权行为的民事责任 *qinquan xingwei de mingshi zeren* — ‘civil liability in tort’ (see: Articles 117–133 of China’s General Provisions of Civil Law). Civil liability for private wrong — tort liability refers to injurious conduct infringing upon the personal or property rights of others (Article 106 of China’s General Provisions of Civil Law; Zhu Yikun 2007:75). Zhu Yikun (2007:75) enumerates ten methods of bearing civil liability: i. cessation of the infringements; ii. removal of the obstacles, iii. elimination of the dangers, iv. return of the property, v. restoration to the original state, vi. repair, rework or replacement, vii. compensation for the losses, viii. payment of liquidated damages, ix. elimination of ill effects and rehabilitation of reputation, x. apology.

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<sup>9</sup> Civil legal actions refer to the lawful action of citizens or legal persons to establish, modify or terminate civil rights and obligations (Article 54 of China’s *General Provisions of the Civil Law*; Zhu 2007:66).

Table no. 34 b. Terms 民事责任 *minshi zeren*/民事法律责任 *minshi falü zeren* (relation of intralingual meronymy)

Holonym (source language)	
民事责任 <i>minshi zeren</i> /民事法律责任 <i>minshi falü zeren</i> ‘civil liability’	
Meronyms (target language)	
<div>违约责任</div> <div><i>weiyue zeren/</i></div> <div>违反合同的民事责任</div> <div><i>weifan hetong de minshi zeren/</i></div> <div>缔约过失责任</div> <div><i>diyue guoshi zeren</i></div> <div>‘the liability of the fault arising from signing or concluding the contract’</div>	<div>侵权行为的民事责任</div> <div><i>qinquan xingwei de mingshi zeren</i></div> <div>‘civil liability for private wrongs’</div>



Table no. 34 c. The equivalents of the term *odpowiedzialność cywilna* ‘civil liability’

Parameter	Polish term (source language) <i>odpowiedzialność cywilna</i> ‘civil liability’	Chinese term (target language) 民事责任 <i>minshi zeren</i> ‘civil liability’	Chinese term (target language) 民事法律責任 <i>minshi falü zeren</i> ‘civil legal liability’
the lect of the source text	LSP, specifically: language of law	LSP, specifically: language of law	LSP, specifically: language of law
branch of law to which the text refers	civil law, civil procedure	civil law, civil procedure	civil law, civil procedure
the time of source text creation	legally binding	legally binding	legally binding
source-text legal reality	civil law	civil law	civil law
author of the source- text	legal scholars	legislature legal scholars	legal scholars
text genre	non-legislative genre (legal texts)	- legislative genre (i.e. Article 134 of 中华人民共和国 民法通则 <i>Zhonghua Renmin Gongheguo minfa tongze</i> – the <i>General Provisions of the Civil Law of the People’s Republic of China</i> ) - non-legislative genre	non-legislative genre (other legal texts)

#### Step 4. Calculating the meaning of potential target text translational equivalents

(1) The Chinese term: 民事责任 *minshi zeren*

(i) the lect of the target text:

> LSP, specifically: language of law;

(ii) branch of law to which the text refers:

> civil law and civil procedure;

(iii) the time of target text creation:

> legally binding;

(iv) target-text legal reality:

> civil law;

(v) author of the target-text:

> legislature;

(vi) text genre:

> legislative genre (i.e. Article 134 of China's General Provisions of the Civil Law)

> non-legislative genre (other legal texts)

(2) The Chinese term: 民事法律责任 *minshi falü zeren*

(i) the lect of the target text:

> LSP, specifically: language of law;

(ii) branch of law to which the text refers:

> civil law and civil procedure;

(iii) the time of target text creation:

> legally binding;

(iv) target-text legal reality:

> civil law;

(v) author of the target-text:

> non-legislature (legal scholars);

(vi) text genre:

> non-legislative genre (other legal texts)

#### Step 5. Determining the filters in eliminating incorrect meanings

The term 民事责任 *minshi zeren* has the same meaning as the Polish term *odpowiedzialność cywilna*. It is used in text genre: legislation but also in other legal texts. However, the Polish term is not used in the text genre: legislation, thus, it is complementary with the Chinese term with respect to the parameter the text genre: legislation.

#### Step 6. Choosing an optimal equivalent or coining such an equivalent

The term 民事责任 *minshi falü zeren* has the same meaning as the Polish term *odpowiedzialność cywilna*. It is convergent with the Polish term *odpowiedzialność cywilna* with respect to all relevant parameters listed in Step 2 and Step 4.

#### Step 7. The monitoring stage

The comparison of the calculated meaning of the target text signifier 民事责任 *minshi falü zeren* with the meaning of the source text unit *odpowiedzialność cywilna* helps to choose this term as the proper translation equivalent.

### **Translation algorithm for the Polish term *bezprawna groźba* (literally: ‘illegal threat’)**

#### Step 1. Determining the potential meaning of the source-text unit

First, one has to determine the meaning of the source-text unit. For polysemous terms, identification of the translated meaning will be required.

In Article 87 of Polish Civil Code, Polish legislature allows one to withdraw from an agreement or other declaration of intent if it was given under *bezprawna groźba* ‘illegal threat’ (which could also be translated as ‘unlawful threat’ or ‘wrongful threat’). The term *bezprawna groźba* means the communication of an action which is illegal or contrary to norms of social co-existence (*zasady współżycia społecznego*) (Radwański 2008:422; Strzebińczyk in: Gniewek, Machnikowski 2013:422). Such kind of threat evokes a fear of the communicated action and influences the one who declares the intent. This fear involves personal or financial insecurity (Jedliński in Kidyba 2012:570).

#### Step 2. The source text translatable unit meaning interpretation/determination

(i) the lect of the source text:

> LSP, specifically: language of law;

(ii) branch of law to which the text refers:

> civil law and civil procedure (also penal law);

(iii) the time of source text creation:

> legally binding;

(iv) source-text legal reality:

> civil law;

(v) author of the source-text:

> legislature;

(vi) text genre:

> legislation

### Step 3. Establishing the set of all potential target-text translational equivalents

The set of possible signifiers in Chinese for the term *bezprawna groźba* includes terms which denote a ‘threat’ (see: English-Chinese Dictionary of Law 2007:972): 威胁 *weixie*, 恐吓 *konghe*, 威吓 *weihe*. All of the proposed equivalents are synonymous; thus they are concepts of threat and declaration of intent in Chinese law. However, they are not described by the word ‘illegal’ as in Polish *bezprawna groźba*.

Table no. 35 a. Equivalents of the term *bezprawna groźba* — relation of intralingual synonymy between Chinese legal terms

(source language) <i>bezprawna groźba</i>		
威吓 <i>weihe</i> ‘illegal threat’	恐吓 <i>konghe</i> ‘illegal threat’	威胁  <i>weixie</i> ‘illegal threat’

The term 威胁 *weixie* means ‘to threaten, to imperil, to menace’, *i.e.* 威胁本地区的安全 ‘threaten the security of this region’; 威胁等 ‘threat level’. It occurs in legislative texts, *e.g.* Article 42 of Law of the People’s Republic of China on Administrative Penalties for Public Security (hereinafter ‘China’s Law on Administrative Penalties for Public Security’) (中华人民共和国治安管理处罚法). The term 威吓 *weihe* is the synonym of the term 威胁 *weixie*, *i.e.* 他威吓说要把那件事公布于众. ‘He threatens that he could make it public’ (Wu Guanghua 2004:4832).

The term 恐吓 *konghe* also means to threaten, to intimidate, to frighten — 他在恐吓之下招认了. ‘He was frightened into confessing’, or 恐吓信 ‘a threatening letter, a blackmailing letter’ (Wu Guanghua 2004:2647).

Step 4. Calculating the meaning of potential target text translational equivalents

Table no. 35 b. The equivalents of the term *bezprawna groźba* ‘an illegal threat’

Parameter	Polish term (source language) <i>bezprawna groźba</i> ‘an illegal threat’	Chinese term (target language) 威胁 <i>weixie</i> ‘an illegal threat’	Chinese term (target language) 威吓 <i>weihe</i> ‘an illegal threat’	Chinese term (target language) 恐吓 <i>konghe</i> ‘an illegal threat’
the lect of the source text	LSP, specifically: language of law	LSP, specifically: language of law	LSP, specifically: language of law	LSP, specifically: language of law
branch of law to which the text refers	civil law, civil procedure, criminal law	civil law, civil procedure, criminal law	civil law, civil procedure, criminal law	civil law, civil procedure, criminal law
the time of source text creation	legally binding	legally binding	legally binding	legally binding
source-text legal reality	civil law	civil law	civil law	civil law
author of the source-text	legislature	legislature	legal scholars	legal scholars
text genre	legislation	legislation	non legislation (other legal texts)	non legislation (other legal texts)

(1) 威胁 *weixie*

(i) the lect of the target text:

> LSP, specifically: language of law;

(ii) branch of law to which the text refers:

> civil law and civil procedure (also penal law);

(iii) the time of target text creation:

> legally binding;

(iv) target-text legal reality:

- > civil law;
- (v) author of the target-text:
- > legislature;
- (vi) text genre:
- > legislation

(2) 威吓 *weihe*

- (i) the lect of the target text:
- > LSP, specifically: language of law;
- (ii) branch of law to which the text refers:
- > civil law and civil procedure (also penal law);
- (iii) the time of target text creation:
- > legally binding;
- (iv) target-text legal reality:
- > civil law;
- (v) author of the target-text:
- > legal scholars;
- (vi) text genre:
- > non-legislation (other legal texts)

(3) 恐吓 *konghe*

- (i) the lect of the target text:
- > LSP, specifically: language of law;
- (ii) branch of law to which the text refers:
- > civil law and civil procedure (also penal law);
- (iii) the time of target text creation:
- > legally binding;
- (iv) target-text legal reality:
- > civil law;
- (v) author of the target-text:
- > legal scholars;
- (vi) text genre:
- > non-legislation (other legal texts)

Step 5. Determining the filters to eliminate incorrect meanings

The term 恐吓 *konghe* has a similar meaning to the Polish term *beprawna groźba*. However, the Chinese term is not used in legislative texts; thus, it is complementary with the Polish term in respect of the genre parameter of the source text.

The term 威胁 *weihe* is similar in meaning, but it is complementary with the Polish term *beprawna groźba* in respect of the parameter ‘the genre of the source text’, as it is not used in legislative language.

Step 6. Choosing the optimal equivalent or coining such an equivalent

The term 威胁 *weixie* has the same meaning with the Polish term *beprawna groźba* and is used in statutory instruments. This term is convergent with the Polish term *beprawna groźba* in respect of all relevant parameters listed in Steps 2 and 4, that is to say the lect of the source text, branch of law to which the text refers, civil law and civil procedure (also criminal law), the time of source-text creation, legally binding status, source-text legal reality, author of the source text, and text genre.

Step 7. The monitoring stage

The comparison of the calculated meaning of the target-text significator 威胁 *weixie* with the meaning of the source-text unit *beprawna groźba* helps to decide that the term 威胁 *weixie* is the most sufficiently equivalent in respect to the parameter of the genre: legislation.

**Translation algorithm for the Polish term *zapis na sąd polubowny* (literally: ‘notation of arbitration’) — translation of the partially equivalent term**

Step 1. Determining the potential meaning of the source-text unit

First, one has to determine the meaning of the source-text unit. For polysemous terms, identification of the translated meaning will be required.

The Polish term *zapis na sąd polubowny* ‘arbitration agreement’ means different types of an agreement in which the parties covenant to submit any disputes to the arbitration. It is the hyperonym of two names of types of such an agreement: *umowa o arbitraż* (literally: ‘arbitration agreement’) and *klauzula arbitrażowa* (‘arbitration clause’). The former is a kind of arbitration agreement — an agreement to arbitrate. The latter is a contractual provision that mandates arbitration. Both result in avoiding litigation of disputes concerning the contracting parties’ rights and obligations.

Table no. 36 a. The term *zapis na sąd polubowny* ‘arbitration agreement’ (relation of interlingual hyperonymy)

(source language) <i>zapis na sąd polubowny</i> ‘arbitration agreement’	
<i>umowa o arbitraż</i> ‘arbitration agreement’	<i>klauzula arbitrażowa</i> ‘arbitration clause’

Step 2. Interpretation/determination of the meaning of the source-text translative unit

- (i) the lect of the source text:
  - > LSP, specifically: language of law;
- (ii) branch of law to which the text refers:
  - > civil procedure;
- (iii) the time of source-text creation:
  - > legally binding status;
- (iv) source-text legal reality:
  - > civil procedure;
- (v) author of the source-text:
  - > legislature;
- (vi) text genre:
  - > statutory instrument
- (vii) text form:
  - > agreement, contract clause

Step 3. Establishing the set of all potential target-text translational equivalents

The set of possible signifiers in Chinese for the term *zapis na sąd polubowny* is: 仲裁协议 *zhongcai xieyi* and 仲裁条款 *zhongcai tiaokuan*. According to Article 16 of Chinese Arbitration Law an arbitration agreement (仲裁协议 *zhongcai xieyi*) has to include the arbitration clauses (仲裁条款 *zhongcai tiaokuan*) stipulated in the contract. Similar to the Polish form of ‘notation of arbitration’, this is a kind of arbitration agreement. The other form of ‘notation of arbitration’ is a contractual provision mandating arbitration, concluded before or after the disputes arise. All forms of decisions to use arbitration result in avoiding the litigation of disputes over the contracting parties’ rights and obligations.



Table no. 36 b. The term 仲裁协议 *zhongcai xieyi* (the relation of intralingual hyperonymy)

(source language) 仲裁协议 <i>zhongcai xieyi</i> ‘an arbitration agreement’
仲裁条款 <i>zhongcai tiaokuan</i> ‘an arbitration clause’

Step 4. Calculating the meaning of potential target text translational equivalents

Table no. 36 c. The equivalents of the term *zapis na sąd polubowny* ‘an arbitration agreement’

Parameter	Polish term (source language) <i>zapis na sąd polubowny</i> ‘an arbitration agreement’	Chinese term (target language) 仲裁条款 <i>zhongcai tiaokuan</i> ‘an arbitration clause’	Chinese term (target language) 仲裁协议 <i>zhongcai xieyi</i> ‘an arbitration agreement’
the lect of the source text	LSP, specifically: language of law	LSP, specifically: language of law	LSP, specifically: language of law
branch of law to which the text refers	civil procedure	civil procedure, arbitration law	civil procedure, arbitration law
the time of source text creation	legally binding	legally binding	legally binding
source-text legal reality	civil procedure law	arbitration law	arbitration law
author of the source-text	legislature	legislature	legislature
text genre	statutory instrument	statutory instrument	statutory instrument
form of the text	agreement, contract clause	contract clause (arbitration clause stipulated in contract clause)	agreement (agreement of submission to arbitration) or contract clause (arbitration clause stipulated in contract clause)

(1) 仲裁协议 *zhongcai xieyi*

(i) the lect of the target text:

> LSP, specifically: language of law;

- (ii) branch of law to which the text refers:
  - > civil law (civil procedure);
- (iii) the time of target text creation:
  - > legally binding;
- (iv) target-text legal reality:
  - > civil law;
- (v) author of the target-text:
  - > legislature;
- (vi) text genre:
  - > statutory instrument
- (vii) text form:
  - > agreement (agreement of submission to arbitration) or contract clause (arbitration clause stipulated in contract clause)

## (2) 仲裁条款 *zhongcai tiaokuan*

- (i) the lect of the target text:
  - > LSP, specifically: language of law;
- (ii) branch of law to which the text refers:
  - > civil law (civil procedure);
- (iii) the time of target text creation:
  - > legally binding;
- (iv) target-text legal reality:
  - > civil law;
- (v) author of the target-text:
  - > legislature;
- (vi) text genre:
  - > statutory instrument
- (vii) text form:
  - > contract clause (arbitration clause stipulated in contract clause)

### Step 5. Determining the filters in eliminating incorrect meanings

There are several translational equivalents of the term *zapis na sąd polubowny* ‘an arbitration agreement’ in Chinese. At least two translational equivalents may be proposed when referring to the legal texts: 仲裁条款 *zhongcai tiaokuan* ‘an arbitration agreement’, 仲裁协议 *zhongcai xieyi* ‘an arbitration agreement’.

The term 仲裁协议 *zhongcai xieyi* is in relation of hyperonymy with the Chinese term: 仲裁条款 *zhongcai tiaokuan*.

The Polish term *zapis na sąd polubowny* (literally: ‘notation of arbitration’) means an arbitration agreement that may occur in the

form of agreement of submission to arbitration (*umowa o arbitraż*) and in the form of contract clause (*klauzula arbitrażowa*). The Chinese term 仲裁协议 *zhongcai xieyi* means an arbitration agreement that may occur in the form of contract clause (仲裁条款 *zhongcai tiaokuan*).

Step 6. Choosing an optimal equivalent or coining such an equivalent

The term 仲裁协议 *zhongcai xieyi* has the same meaning as the Polish term *zapis na sąd polubowny*. This term is convergent with the Polish term *zapis na sąd polubowny* with respect to all relevant parameters listed in Step 2 and Step 4.

Step 7. The monitoring stage

The comparison of the calculated meaning of the target text significator 仲裁协议 *zhongcai xieyi* with the meaning of the source text unit *zapis na sąd polubowny* helps to decide that this term is the proper translation equivalent.

**Translation algorithm for the Polish term *zachowek* ('legitim'; literally: 'reservation')**

Step 1. Determining the potential meaning of the source-text unit

First, one has to determine the meaning of the source-text unit. For polysemous terms, identification of the translated meaning will be required.

In Poland a testator may freely dispose of property by will, as long as the disposition does not contravene the provisions with regard to *zachowek* 'legitim', which is a compulsory family provision. The testator's power of disposal of property by will is limited by it.

Step 2. The source text translative unit meaning interpretation/determination

(i) the lect of the source text:

> LSP, specifically: language of law;

(ii) branch of law to which the text refers:

> civil law (civil procedure);

(iii) the time of source text creation:

> legally binding;

(iv) source-text legal reality:

> civil law;

(v) author of the source-text:

> legislature;

(vi) text genre:

> statutory instrument

(vii) heir's status:

> family

### Step 3. Establishing the set of all potential target-text translational equivalents

The set of all possible signifiers in Chinese for the Polish term *zachowek* is: 保留 *baoliu*, 特留份 *te-liufen*.

In China the testator may also freely dispose of private property in favour of individuals, co-operatives, or public groups of one's own choice or the state. However, Article 19 of Chinese Succession Law stipulates 保留 *baoliu*, the so-called 'necessary portion' ('*legitim*') of a testator's estate to the heirs 'who are unable to work and have no source of income' (see: Article 19 of Chinese Succession Law). Under China's necessary-portion doctrine, as long as the testator's heirs are either able to work or have a source of income, the testator is free to dispose of the estate as desired. The important fact here is that the necessary-portion doctrine in China is based on the need, not the relationship with the testator. Heirs in need can be the testator's parents, siblings, spouses, minor or even adult children or even a stranger who took care of the testator before the latter wrote such a testament.

Moreover, one can find legal commentaries regarding a kind of institution of necessary portion functioning in some European countries, described as 特留份 *te-liufen*. For instance, the term 特留份 *te-liufen* is used in the context of German institution of *Pflichtteil*. The German term *Pflichtteil* means the same as the Polish term, *i.e.* the compulsory family provision, possible depending on the heir's status — lineal descendant by blood. The Chinese equivalent of the German term can be used in analysis to find the potential translative signifier.

For the Chinese '*legitim*' 保留 *baoliu* the objects take on additional parameters:

- 1) the need of the testator's heir,
- 2) the heir's status.

Step 4. Calculating the meaning of potential target text translational equivalents

Table no. 37. The equivalents of the term *zachowek* ‘legitim’

Parameter	Polish term (source language) <i>zachowek</i> ‘legitim’	Chinese term (target language) 保留 <i>baoliu</i> ‘reservation’	Chinese term (target language) 特留份 <i>teluifen</i> ‘legitim’
the lect of the source text	LSP, specifically: language of law	LSP, specifically: language of law	LSP, specifically: language of law
branch of law to which the text refers	civil law (succession law)	civil law (succession law)	civil law (succession law)
the time of source text creation	legally binding	legally binding	legally binding
source-text legal reality	civil law	succession law	succession law
author of the source-text	legislature	legislature	no legislature
text genre	statutory instrument	statutory instrument	legal texts
Heir’s status	family	heirs who are unable to work and have no source of income	family

(1) 保留 *baoliu*

(i) the lect of the target text:

> LSP, specifically: language of law;

(ii) branch of law to which the text refers:

> civil law (succession law);

(iii) the time of target text creation:

> legally binding;

(iv) target-text legal reality:

> civil law;

(v) author of the target-text:

> legislature;

(vi) text genre:

> statutory instrument

(vii) status and need of the testator's heir  
> heirs "who are unable to work and have no source of income"

(2) 特留份 *teluifen*

i) the lect of the target text:

> LSP, specifically: language of law;

(ii) branch of law to which the text refers:

> civil law (succession law);

(iii) the time of target text creation:

> legally binding;

(iv) target-text legal reality:

> civil law;

(v) author of the target-text:

> no legislature;

(vi) text genre:

> legal text

(vii) heir's status:

> family

Step 5. Determining the filters in eliminating incorrect meanings

The term 保留 *baoliu* has the similar meaning as the Polish term *zachowek* but it is complementary to the Polish term *zachowek* with respect to the parameter 'need of the testator's heir', as it is not used in the legal language.

Step 6. Choosing an optimal equivalent or coining such an equivalent

The term 特留份 *teluifen* is the translation equivalent of the German term *Pflichtteil* which has the same meaning as the Polish term *zachowek*. This term is convergent with the Polish term *zachowek* with respect to the parameter 'heir's status'.

Step 7. The monitoring stage

The comparison of the calculated meaning of the target text signicator 特留份 *teluifen* with the meaning of the source text unit *zachowek* helps to decide that this term is the proper translation equivalent.

**Translation algorithm for the Polish term *odwołanie od wyroku sądu polubownego* (literally: ‘complaint to reverse the arbitration award’)**

**Step 1. Determining the potential meaning of the source-text unit**

As the first step one has to determine the meaning of the source-text unit. For polysemous terms, identification of the translated meaning will be required.

In Poland when the decision is made in non-contentious procedure, the party can refuse to accept the decision in the form of *apelacja* or *zażalenie*. The former refers to a substantive decision (decision on the merits, e.g. of inheritance) (Articles 367 and 518 of Polish Code of Civil Procedure; Zieliński 2002:261–262). *Zażalenie* in non-contentious procedure is filed against a ruling on procedural issues, but only if allowed by the legislature (Article 258 of Polish Code of Civil Procedure). One of the rules of arbitration is single-instance procedure (*postępowanie jednoinstancyjne*). However, in Article 1205 § 2 of Polish Code of Civil Procedure the legislature enables the possibility of two-instance procedure, if the parties so agreed. If so, it is possible to challenge an arbitration award with an *odwołanie od wyroku sądu polubownego* ‘appeal against the arbitration award’ (not *skarga o uchylenie wyroku sądu polubownego*, which is brought to a state court), but only if the parties to the dispute had agreed on two-instance procedure or if such a provision occurs in the rules of the arbitration institution (see: Błaszczak, Ludwik 2007:144).

**Step 2. The source text translatable unit meaning interpretation/determination**

(i) the lect of the source text:

> LSP, specifically: language of law;

(ii) branch of law to which the text refers:

> civil procedure;

(iii) the time of source text creation:

> legally binding;

(iv) source-text legal reality:

> civil procedure law;

(v) author of the source-text:

> legislature;

(vi) text genre:

> legislation

### Step 3. Establishing the set of all potential target-text translational equivalents

The possible signicator in Chinese for the term *odwołanie od wyroku sądu polubownego* is 上诉 *shangsu*.

The Chinese term 上诉 *shangsu* is polysemous. It refers to an appeal filed with the People's Court at the next higher level, if a party refuses to accept the first-instance judgment of the local People's Court awarded during either contentious or non-contentious procedure, or arbitration procedure (see: Chinese Arbitration Law).<sup>10</sup>

### Step 4. Calculating the meaning of potential target text translational equivalents

(i) the lect of the target text:

> LSP, specifically: language of law;

(ii) branch of law to which the text refers:

> civil procedure;

(iii) the time of target text creation:

> legally binding;

(iv) target-text legal reality:

> civil procedure law;

(v) author of the target-text:

> legislature;

(vi) text genre:

> legislation

### Step 5. Determining the filters in eliminating incorrect meanings

The Chinese term 上诉 *shangsu* is partial equivalent of the Polish term *odwołanie od wyroku sądu polubownego*. The Chinese equivalent is polysemous and has three different translational equivalents in *Polish Civil Procedure Code*: *apelacja*, *zażalenie*, *odwołanie*.

### Step 6. Choosing an optimal equivalent or coining such an equivalent

The Chinese term 上诉 *shangsu* is convergent with the Polish term *odwołanie od wyroku sądu polubownego* with respect to all relevant parameters listed in Step 2 and Step 4.

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<sup>10</sup> In Chinese criminal procedure the prosecutor (the people's procuratorate) will protest to the next higher level via its closest superior if dissatisfied with the judgment made by the court of first instance, which is called 抗诉 *kangsu* in Chinese.



### Step 7. The monitoring stage

The comparison of the calculated meaning of the target text signifier 上诉 *shangsu* with the meaning of the source text unit *odwołanie od wyroku sądu polubownego* helps to decide that this term is the proper translation equivalent.

## **Translation algorithm for the Polish general term *dobra wiara* ‘good faith’**

### Step 1. Determining the potential meaning of the source-text unit

As the first step one has to determine the meaning of the source-text unit. For polysemous terms, identification of the translated meaning will be required. The Polish term ‘*dobra wiara*’ can be used in either the subjective or the objective sense. In Polish Code of Obligations (*Kodeks zobowiązań*) (1933) the concept of good faith was used in both senses. In the objective sense, similarly to morals, it constituted a criterion of assessment of one’s conduct. For instance, Article 189 of the Code stated that ‘the parties shall perform their obligations in accordance with their content, in a manner consistent with the requirements of good faith (...)’ (*strony winny wykonywać zobowiązania zgodnie z ich treścią, w sposób, odpowiadający wymaganiom dobrej wiary...*). In the subjective sense, in turn, good faith refers to the psychical state of a given person who erroneously, albeit for a justifiable reason, considers a law, a right or a legal state to exist. In that second sense the good faith is used especially in family law, law of succession and law of rights *in rem*. As far as the standards of conduct of persons concluding contracts are concerned, only the concept of good faith in the objective sense may be applied (Rott-Pietrzyk 2007:86–87 in Grzybek 2013 b).

In the currently binding Polish Civil Code of 1964, which was generally amended during the transformation process in 1990, ‘good faith’ is mentioned in Article 7 of Polish Civil Code: Presumption of good faith. ‘If the law makes legal effects contingent upon good or bad faith, good faith is presumed.’ Article 7 of Polish Civil Code has not been altered since 1964. Here we have an example of understanding good faith in the subjective sense, as a presumption of fact.

### Step 2. The source text translative unit meaning interpretation/determination

(i) the lect of the source text:

- > LSP, specifically: language of law;
- (ii) branch of law to which the text refers:
  - > civil law (contract law);
- (iii) the time of source text creation:
  - > legally binding;
- (iv) source-text legal reality:
  - > civil law;
- (v) author of the source-text:
  - > legislature;
- (vi) text genre:
  - > legislation

### Step 3. Establishing the set of all potential target-text translational equivalents

The set of possible signifiers in Chinese for the term ‘*dobra wiara*’ is:

- i. 诚实信用 *chenshi xinyong*,
- ii. 诚信 *chengxin*,
- iii. 诚意 *chengyi*.

The terms 诚信 *chengxin* and 诚意 *chenyi* are the translational equivalents proposed in the legal dictionary (Song Lei 2004:470). However, according to Chinese Contract Law, ‘the principle of good faith’ in Chinese language refers to the term 诚实信用 *chengshi xinyong* (literally: ‘honesty and trustworthiness’, often abbreviated as *chengxin*). Article 4 of Chinese Auction Law states that the parties to an auction shall adhere to the principles of good faith (诚实信用 *chengshi xinyong*). This principle requires the parties to conduct themselves honourably, to perform their duties in a responsible manner, to avoid abusing their rights, to follow the law and common business practice, and so forth (Wang & Xu, 1999). Chinese legislature recognizes this principle at every stage of a transaction. For example, Article 6 mandates principle of good faith in general and requires the parties to abide by the principle in exercising their rights and performing their obligations. Article 42 defines the pre-contract liability for damages that a party may bear if in the course of concluding a contract the party engaged in some conduct that caused loss to the other party. Article 60 concerns the fact that the parties have to abide by the principle of good faith and perform their obligations in light of the nature and purpose of the contract and in accordance with the relevant usage. Article 92 refers to the principle

of good faith in the exercise of the rights and fulfilment of the obligations obligations arising under a contract.

Concerning the translation, it seems that there are two different English translations (‘principle of good faith’ and ‘honesty and trustworthiness’) for the Chinese phrase 诚实信用 *chengshi xinyong*. However, Cao claimed that the different translations could have different implications; this also exemplifies the difficulty of translating Chinese law into English (Cao 2004). In Chinese Contract Law, the phrase *chengshi xinyong* was actually translated from the English ‘good faith’ under common law; thus, when the Chinese phrase was translated back to English, its meaning seems equivalent to the English ‘good faith’ (Cao 2004). But the Chinese phrase 诚实信用 *chengshi xinyong* or 诚信 *chengxin* also has its own root in Chinese cultural tradition, which refers to Confuciansim, Mohism, Taosim, Legalism, and Buddhism (Cao 2004).

Step 4. Calculating the meaning of potential target text translational equivalents

Table no 38. The equivalents of the term *dobra wiara* ‘good faith’

Parameter	Polish term (source language) <i>dobra wiara</i>	Chinese term (target language) 诚实信用 <i>chengshi xinyong</i>	Chinese term (target language) 诚信 <i>chengxin</i>	Chinese term (target language) 诚意 <i>chengyi</i>
the lect of the source text	LSP, specifically: language of law	LSP, specifically: language of law	LSP, specifically: language of law	LSP, specifically: language of law
branch of law to which the text refers	civil law (contract law)	civil law (contract law)	civil law (contract law)	civil law (contract law)
the time of source text creation	legally binding	legally binding	legally binding	legally binding
source-text legal reality	civil law	civil law	civil law	civil law
author of the source-text	legislature	legislature	no legislature	no legislature
text genre	legislation	legislation	legal texts	legal texts

诚实信用 *chengshi xinyong*

(i) the lect of the target text:

> LSP, specifically: language of law;

(ii) branch of law to which the text refers:

> civil law (civil procedure);

(iii) the time of target text creation:

> legally binding;

(iv) target-text legal reality:

> civil law; auction law

(v) author of the target-text:

> legislature;

(vi) text genre:

> legislation

(2) 诚信 *chengxin*

(i) the lect of the target text:

> LSP, specifically: language of law;

(ii) branch of law to which the text refers:

> civil law (civil procedure);

(iii) the time of target text creation:

> legally binding;

(iv) target-text legal reality:

> civil law;

(v) author of the target-text:

> no legislature;

(vi) text genre:

> non legislation (other legal texts)

(3) 诚意 *chengyi*

(i) the lect of the target text:

> LSP, specifically: language of law;

(ii) branch of law to which the text refers:

> civil law (civil procedure);

(iii) the time of target text creation:

> legally binding;

(iv) target-text legal reality:

> civil law;

(v) author of the target-text:

> no legislature;

(vi) text genre:

> non legislation (other legal texts)

#### Step 5. Determining the filters in eliminating incorrect meanings

The Chinese term 诚信 *chengxin* has the same meaning as the Polish term *dobra wiara*. However, the Chinese term is not used in legal texts, thus, it is complementary to the Polish term with respect to the parameter ‘the lect of of the source text’.

The term 诚意 *chengyi* has the same meaning as the Polish term *dobra wiara*, but again it is complementary to the Polish term *dobra wiara* with respect to the parameter ‘the lect of the source text’, as it is not used in the legal language.

#### Step 6. Choosing an optimal equivalent or coining such an equivalent

The term 诚实信用 *chengshi xinyong* is used in statutory instruments. This term is convergent with the Polish term *dobra wiara* with respect to all relevant parameters listed in Steps 2 and 4.

#### Step 7. The monitoring stage

The comparison of the calculated meaning of the target text signifier 诚实信用 *chengshi xinyong* with the meaning of the source text unit *dobra wiara* helps to decide that this term is the proper translation equivalent.

### **Translation algorithm for the Chinese system-bound term 户口 *hukou* ‘hukou’ ‘native place of one’s household’**

#### Step 1. Determining the potential meaning of the source-text unit

As the first step one has to determine the meaning of the source-text unit. For polysemous terms, identification of the translated meaning will be required. The term 户口 *hukou* ‘hukou’ is a kind of registered permanent residence. ‘The household register records the citizen’s name, birth (date), domicile, relations, death, and other matters. Household registration is for the purpose of establishing the citizen’s individual legal position as a subject of rights. It is also useful for state control and discipline’ (Jones 1989:59).

*Hukou* can help indicate the jurisdiction of a people’s court, notably when a person has no habitual residence and the *hukou* was moved out for less than one year, than the lawsuit will be under the jurisdiction of the people’s court of the place of the person’s originally registered permanent residence (Zhang Baifeng 2007:258).

## Step 2. The source text translative unit meaning interpretation/determination

- (i) the lect of the source text:
  - > LSP, specifically: language of law;
- (ii) branch of law to which the text refers:
  - > civil law;
- (iii) the time of source text creation:
  - > legally binding;
- (iv) source-text legal reality:
  - > civil law;
- (v) author of the source-text:
  - > legislature;
- (vi) text genre:
  - > legislation

## Step 3. Establishing the set of all potential target-text translational equivalents

There is no translational equivalent for the Chinese term 户口 *hukou* in Polish. One of the ways to express the meaning of 户口 *hukou* is to borrow its pronunciation from Chinese and use *hukou* or to coin a term that could be used in this context, for example *rejestr przynależności do gospodarstwa domowego*.

## Step 4. Calculating the meaning of potential target text translational equivalents

There are no potential target text translative equivalents.

## Step 5. Determining the filters in eliminating incorrect meanings

There are no potential target text translative equivalents.

## Step 6. Choosing an optimal equivalent or coining such an equivalent

There is no translational equivalent for the Chinese term ‘*hukou*’ in Polish. The term ‘*hukou*’ is proposed for the distant recipient and the new coined term ‘*rejestr przynależności do gospodarstwa domowego*’ is proposed for the close recipient.

## Step 7. The monitoring stage

As there are no potential target text translative signifiers, two new coined terms were proposed, one for distant recipient (*hukou*) and

another one for close recipient (*rejestr przynależności do gospodarstwa domowego*).

### **Translation algorithm for the Polish system-bound term *europejski nakaz zapłaty* ‘European order for payment’**

#### Step 1. Determining the potential meaning of the source-text unit

First one needs to determine the potential meaning of the source-text unit. For polysemous terms, identification of the translated meaning will be required. In the light of Regulation (EC) no. 1896/2006 on creating a European order for payment procedure,<sup>11</sup> the European order for payment procedure is available for claims not contested by the defendant. It simplifies, speeds up and reduces the costs of litigation in cases involving more than one EU country. It also permits the free movement of European orders for payment, which are recognized and enforced in all EU countries (except of Denmark). It applies to civil and commercial matters in cases in which at least one of the parties lives in a member state different from the one where the application for an order is made.

#### Step 2. The source text translatable unit meaning interpretation/determination

(i) the lect of the source text:

> LSP, specifically: language of law;

(ii) branch of law to which the text refers:

> civil law;

(iii) the time of source text creation:

> legally binding;

(iv) source-text legal reality:

> civil law;

(v) author of the source-text:

> legislature;

(vi) text genre:

> legislation

#### Step 3. Establishing the set of all potential target text translational equivalents

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<sup>11</sup>

[http://europa.eu/legislation\\_summaries/justice\\_freedom\\_security/judicial\\_cooperation\\_in\\_civil\\_matters/l16023\\_pl.htm](http://europa.eu/legislation_summaries/justice_freedom_security/judicial_cooperation_in_civil_matters/l16023_pl.htm).

The possible significator in Chinese for the term *euuropejski nakaz zapłaty* is:

欧洲付款程序指令 *Ouzhou fukuan chengxu zhiling*

Step 4. Calculating the meaning of potential target text translational equivalents

There are no potential target text translative equivalents.

Step 5. Determining the filters in eliminating incorrect meanings

There are no potential target text translative equivalents.

Step 6. Choosing an optimal equivalent or coining such an equivalent

In the Polish term, the term *euuropejski nakaz zapłaty* is the system-bound term functioning only in legal reality of European Union. The term 欧洲付款程序 *Ouzhou fukuan* is proposed as the equivalent, which describes the meaning of source language term.

Step 7. The monitoring stage

As for the Polish term, the term *euuropejski nakaz zapłaty* is the system-bound term and there is no equivalent of this term in Chinese legal reality, the term 欧洲付款程序指令 *Ouzhou fukuan chengxu zhiling* was proposed.

**Translation algorithm for the Polish term *miejsce zamieszkania* (domicile; literally: ‘place of residence’) (translation of the partially equivalent term and modification of the term, which is not sufficiently translationally equivalent)**

Step 1. Determining the potential meaning of the source-text unit

As the first step one has to determine the meaning of the source-text unit. For polysemous terms, identification of the translated meaning will be required. According to Article 25 of Polish Civil Code, the term *miejsce zamieszkania* ‘domicile’ means the place where a natural person stays and intends to permanently stay. One may have only one domicile (Article 26 of Polish Civil Code). The Higher Court decided in 1976 that if a person has lived in a place for a long time (e.g. studied or worked there) without intending to make permanent residence there, it does not mean the domicile is there (judgment of the Supreme Court of 13 February 1976 in *I CR 930/75*).



## Step 2. The source text translative unit meaning interpretation/determination

(i) the lect of the source text:

> LSP, specifically: language of law;

(ii) branch of law to which the text refers:

> civil law;

(iii) the time of source text creation:

> legally binding;

(iv) source-text legal reality:

> civil law;

(v) author of the source-text:

> legislature;

(vi) text genre:

> legislation

## Step 3. Establishing the set of all potential target-text translational equivalents

In China, domicile — 住所 *zhusuo* is the essential base for the political, economic, and legal activity of a citizen. An individual may have only one domicile and residences in addition to it — places to stay temporarily. Residence may be domicile (Jones 2007:60). Interestingly, a citizen absent from the place of registration for a long time may be domiciled in a long-time place of living. Article 15 of China's General Provisions of Civil Law mandates that the domicile of a citizen is the place where one's residence is registered, but if one's habitual residence (经常居住地 *jingchang juzhudi*) is not the same as one's domicile, then the habitual residence will be regarded as one's domicile.

## Step 4. Calculating the meaning of potential target text translational equivalents

(i) the lect of the target text:

> LSP, specifically: language of law;

(ii) branch of law to which the text refers:

> civil law;

(iii) the time of target text creation:

> legally binding;

(iv) target -text legal reality:

> civil law;

(v) author of the target -text:

> legislature;

(vi) text genre:  
> legislation

#### Step 5. Determining the filters to eliminate incorrect meanings

The Polish term *miejsce zamieszkania* has the same meaning as the Chinese term 住所 *zhusuo*. However, the Chinese term has a broader scope of meaning, as it includes also the long-term residence of a person even if that person does not intend to reside permanently there, thus the terms are not translationally sufficient equivalent.

#### Step 6. Choosing the optimal equivalent or coining such an equivalent

As the Polish term *miejsce zamieszkania* does not mean the place where a citizen stays for a long time (e.g. studies or works there) but does not intend to reside permanently there, modification of its potential target-text signifier 住所 *zhusuo* will be necessary. Therefore the description of 住所 *zhusuo* as *miejsce zamieszkania i miejsce dłuższego pobytu z zamiarem lub bez zamiaru zamieszkania na stałe* ('the place of residence and habitual residence, without the intention of permanent residence') is proposed.

#### Step 7. The monitoring stage

The description of 住所 *zhusuo* as *miejsce zamieszkania i miejsce dłuższego pobytu z zamiarem lub bez zamiaru zamieszkania na stałe* ('the place of residence and habitual residence, without the intention of permanent residence') was proposed.

### **Conclusion**

There are some Chinese and Polish legal terms that do not differ in their respective scopes of meaning; hence, it is not difficult to find sufficient translational equivalents in Polish-Chinese translation for them. However, for some one could find no equivalents and be forced to search for techniques of providing translational equivalents for non-equivalent terms. There are also legal terms that have been influenced by social, economic and structural changes. Differences between Chinese and Polish concepts arise from cultural disparities, dissimilar policies or different legal principles and rules, all of which has to be taken into account in translation.

## 4. Translating for different communication communities

Knowledge about the recipients of the target-language text can be relevant in translating civil-law terms. Much has been written about the *skopos* theory of Vermeer (2001), the pragmatic model of legal translation of Kierzkowska (2002) and communication communities (Zabrocki 1963). Those theories can be applied when choosing an equivalent for a source language term. The orientation of some translational equivalents of source-language terms needs to focus on the recipient of the translation.

### 4.1. The term *dziecko* ‘child’ in translation for different communication communities

The Polish term *dziecko* ‘child’ used in a legal context, means ‘a person under the age of majority’. It is very often used to denote a ‘son’ or ‘daughter’ when used in colloquial language and also ‘child’ in legal language. Article 2 of Polish Law of the Ombudsman for Children (*Ustawa o Rzeczniku Praw Dziecka*; Dz.U.2015.2086) defines the term *dziecko* ‘child’: ‘a child is every person from the time of conception until the age of majority. The age of majority is set forth in separate regulations’. Different definitions of ‘majority’ and different definitions of a ‘child’ depend on the context and legal acts they are regulated in. However, one may assume that a ‘child’ is a person who is not an adult and who is not old enough to conclude a contract, to marry or to be punished the way an older citizen can.

There are several translational equivalents of the Polish term *dziecko* in Chinese, i.e.:

- (i) 子女 *zínǚ* ‘child/children’,
- (ii) 儿童 *ěrtóng* ‘child/children’,
- (iii) 孩子 *háizi* ‘child/children’
- (iv) 小孩 *xiǎohai* ‘child/children, baby’.

Only the first two terms occur in the legislation genre. All of them are used in colloquial and LSP, however 孩子 *haizi* ‘child/children’ and 小孩 *xiaohai* ‘child/children’ are typical of colloquial language.

子女 *zinü* and 儿童 *ertong* ‘child, children’ (*dziecko, dzieci*)

The Chinese terms 子女 *zinü* and 儿童 *ertong* are proposed as translational equivalents of the Polish term *dziecko* ‘child’ in the translation of legislative texts. Sometimes, it can be less than clear which one should be selected as the proper equivalent. Both mean ‘child, children’, but only 儿童 *ertong* is defined in some legal contexts as the term that denotes a child between 0 and 14 years of age (see: Huang), which is related to the age of children who finish primary school in China. However, the general meaning of ‘child’, also called 儿童 *ertong*, is a person who is not an adult, and it is not always clear how old the person called 儿童 *ertong* is. In some situations the Convention on the Rights of the Child of 20 November 1989 (Chin.: 兒童權利公約 *Ertong Quanli Gongyue*) is taken into account, which clarifies that ‘a child means every human being below the age of eighteen years unless under the law applicable to the child, majority is attained earlier’ (Article 1 of the Convention on the Rights of the Child).

The provisions of Marriage Law of the People’s Republic of China (hereinafter ‘Chinese Marriage Law’) on parents and children apply to ‘the children born of the party’ (to a marriage contract) — 当事人所生的子女 *dangshiren suosheng de zinü*. Children of the parents specified in the text are described as 子女 *zinü*, i.e. according to Marriage Law; parents have the duty to bring up and educate their children — 父母对子女有抚养教育的义务 *fumu dui zinü you fuyang jiaoyu de yiwu*. If the parents fail in their duty and the children 子女 *zinü* are minors and are not able to live on their own, they have the right to demand the upbringing costs from their parents. Children have the duty to support and assist their parents — 子女对父母有赡养扶助的义务 *zinü dui fumu you shanyang fuzhu de yiwu*. Parents who are unable to work have the right to demand support payments from their children (Article 21 of Chinese Marriage Law). The legislature uses the term 子女 *zinü* ‘child’ in most situations: 抚育子女 *fuyang zinü* ‘bringing up a child’ (Article 40 of Chinese Marriage Law), 非婚生子

女 *fei hunsheng zinu* ‘children born out of marriage’ (Article 25 of Chinese Marriage Law), 子女的生活费和教育费 *zinü de shenghuofei he jiaoyufei* ‘child’s living and educational expenses’ (Article 25), 养子女 *yangzinü* ‘foster-children’ (Article 26), 继子女 *jizinu* ‘step-children’ (Article 27), 子女对父母的赡养义务 ‘the duty of the children to support their parents’ (Article 30). 子女 *zinü* may refer also to an adult in the context of one’s adult child — 成年子女 *chengnian zinü* ‘adult child’ (a person who may act as the guardian for a mentally ill person without or with limited competence; Article 17).

In regulating statutory succession in China, the legislature also uses the term 子女 *zinü* ‘child’ (Article 10 of Chinese Succession Law). However, in Article 21 also the term 婴儿 *yinger* is used to express the meaning of ‘infant’. Interestingly, in this statute the legislature defined the term 子女 *zinü* as ‘children’ including 婚生子女 *hunsheng zinu* ‘legitimate children’, 非婚生子女 *fei hunsheng zinu* ‘illegitimate children’ and 养子女 *yangzinü* ‘adopted children’, as well as 有扶养关系的继子女 *you fuyang guanxi de jizinu* ‘step-children who are supported or were supported by the decedent’ (Article 10).<sup>12</sup> However, Polish legislature does not use the term *dziecko* in the context of succession, but the term *zstępny* ‘descendant’.

The term 子女 *zinü* occurs also in the Adoption Law of the People’s Republic of China (hereinafter ‘Chinese Adoption Law’) together with another term relating to ‘children’ – 儿童 *ertong*, which will be touched upon below. Adoption means the upbringing of adopted minors (未成年人 *wei chengnianren*) by heeding the rights and interests of both adoptees and adopters (Article 2). According to Chinese Adoption Law (Article 4), adoption may involve minors under the age of 14 who are orphans bereaved of parents (丧失父母的孤儿 *sangshi fumu de gu’er*), abandoned infants or children whose parents are not ascertained or found (查找不到生父母的弃婴和儿童

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<sup>12</sup> Interestingly, the Chinese lawmaker defines also the term 父母 *fumu* ‘parents’ as natural parents and adoptive parents, as well as step parents who are supported or were supported by the decedent. It is also defined what the term 兄弟姐妹 *xiongdijiemei* means. It refers not only to blood brothers and sisters, but in the Succession Law it includes also brothers and sisters of half blood, adopted brothers and sisters, as well as step-brothers and step-sisters who are supported or were supported by the decedent (Article 10 of Chinese Succession Law).

*cha zhaobudao shengfumu de qiying he ertong*) or children whose parents are not able to take care of them because of specific difficulties (生父母有特殊困难无力抚养的子女 *shengfumu you teshu kunnan wuli fuyang de zinu*). Other phrases containing the term 子女 *zinu* are as follows: 三代以内同辈旁系血亲的子女 *sandai yinei tongbei pangxi xueqin* ‘a child belonging to a collateral relative by blood of the same generation and up to the third degree of kinship’ (Article 7), 未成年子女 *weichengnian zinu* ‘minor child’ (Article 18) and 养子女与养父母 *yang zinu yu yangfumu* ‘adoptive parents and adopted children’ (Article 23). A child to adopt is described as 子女 *zinu* (see Articles 7-11, 14, 19, 21), ‘an adopted child’ 养子女 *yangzinu* (Article 24). The adopter may adopt only ‘one child’ — 一名子女 *yiming zinu*. However, term 子女 *zinu* is not the only one word that means a child. The term 儿童 *ertong* occurs also in Chinese Adoption Law; Article 20 states that it is strictly forbidden to buy or sell a child (儿童 *ertong*) or buy or sell a child (also called 儿童 *ertong*) under the cloak of adoption. However, in Article 31 of Chinese Adoption Law also regarding the sale of children, the legislature used the term 子女 *zinu* in the term: 出卖亲生子女 *chumai qinsheng zinu*. When describing the adoption of orphans, disabled children, abandoned infants and children whose parents cannot be ascertained or found and who are under the custody of a social-welfare institution, Chinese legislature uses the term 儿童 *ertong* and 子女 *zinu*:

残疾儿童 *canji ertong* ‘disabled children’,  
 社会福利机构抚养的查找不到生父母的弃婴和儿童  
*shehui fuli jigou fuyang de cha zhaobudao shengfumu de qiying he ertong* ‘abandoned infants and children whose parents cannot be ascertained or found and who are under the care of a social-welfare institution’,  
 无子女 *wu zinu* ‘childless’ (Article 7 of Chinese Adoption Law).

The term *zinu* occurs also in non-legislative legal texts, for example in a mediated agreement: 我们婚后无子女 *Women hunhou wu zinu*. ‘During the marriage we did not have any children.’ (法律出版社.2012.中华人民共和国婚姻法, at 69) Or, in a commentary: 认领子女 *renling zinu* — to adopt a child (see: Yao Ruiguang 2011:558).

The aforementioned Marriage Law contains also the word: 儿童 *ertong* ‘child, children’, used in Article 2, which stipulates: ‘The lawful rights and interests of women, children and old people shall be protected’. The term ‘interests of children’ 儿童的合法权益 *ertong de hefa quanyi* contains the word 儿童 *ertong*.

Article 49 of Chinese Constitution refers to children also by two terms:

儿童 *ertong* and 子女 *zini*:

婚姻、家庭、母亲和儿童受国家的保护。夫妻双方有实行计划生育的义务。父母有抚养教育未成年子女的义务，成年子女有赡养扶助父母的义务。禁止破坏婚姻自由，禁止虐待老人、妇女和儿童。

In the official translation the single term ‘child’ is used as the equivalent of both terms: 儿童 *ertong* and 子女 *zini*, i.e.

‘Marriage, the family and mother and child are protected by the State. Both husband and wife have the duty to practise family planning. Parents have the duty to rear and educate their children who are minors, and children who have come of age have the duty to support and assist their parents. Violation of the freedom of marriage is prohibited. Maltreatment of old people, women and children is prohibited.’

The term 儿童 *ertong* occurs also in the *Law of the People's Republic of China on the Protection of Minors*; for example, Article 26 states that food, toys, utensils and entertainment facilities for children (儿童食品、玩具、用具和游乐设施 *ertong shipin, wanju, yongju he youle sheshi*) cannot be harmful to children’s safety and health (儿童的安全和健康 *ertong de anquan he jiankang*). There is also the term 未成年学生和儿童 *weichengnian xuesheng he ertong* ‘minor students and children’ (Article 17) containing the term 儿童 *ertong*.

The term 儿童 *ertong* occurs also in such terms as:

- (i) 儿童活动中心 *ertong huodong zhongxin* ‘children’s centre’
- (ii) 儿童乐园 *ertong leyuan* ‘children’s playground’

- (iii) 儿童基金会 *Ertong Jijinhui* UNICEF (United Nations Children's Fund)
- (iv) 儿童医院 *ertong yiyuan* children's hospital
- (v) 儿童权利公约 *Ertong Quanli Gongyue* 'Convention on the Rights of the Child'
- (vi) 儿童心理学 *ertong xinlixue* 'child psychology'
- (vii) 国际儿童节 *Guoji Ertongjie*, 六一儿童节 *Liu-Yi Ertongjie* 'International Children's Day (1 June)'

Taking into account the aforementioned examples of terms containing terms: 子女 *zinü* and 儿童 *ertong*, it must be stated that there are more than one possible equivalents for the Polish term 'dziecko' in legal translation. One can select the proper equivalent depending on recipients of the translated text. Three kinds of recipients are taken into consideration:

- i. ordinary citizens or lawyers communicating in situations connected with substantive or procedural civil law regarding children without the parent-child-relationship context;
- ii. ordinary citizens or lawyers communicating in situations connected with substantive or procedural civil law regarding children and their parents (within the parent-child-relationship context),  
*i.e.* testators, heirs;
- iii. ordinary citizens communicating in everyday situations.



Table no. 39. The equivalents of the term *dziecko* ‘child’ depending on communicative communities

Communicative community	Polish term: <i>dziecko</i> ‘child’	Chinese term: 孩子 <i>haizi</i> ‘child’	Chinese term: 小孩 <i>xiaohai</i> ‘child’	Chinese term: 子女 <i>zǐnǚ</i> ‘child’	Chinese term: 儿童 <i>ěrtóng</i> ‘child’
ordinary citizens or lawyers communicating in situations connected with the civil law or civil procedure regarding children without the parent-child relation context	yes	yes	yes	no	yes
ordinary citizens or lawyers communicating in situations connected with the civil law or civil procedure regarding children and their parents (with the parent-child relation context), i.e. testators, heirs	no	no	no	yes	no
ordinary citizens communicating in everyday’s situations	yes	yes	yes	no	yes

## Conclusions

Particularistic postulates:

- (i) The Polish term *dziecko* ‘child’ has at least four possible translational equivalents in Chinese: 孩子 *haizi* ‘child’, 小孩 *xiaohai* ‘child’, 子女 *zǐnǚ* ‘child’, 儿童 *ěrtóng* ‘child’.

- (ii) The Chinese terms: 孩子 *haizi*, 小孩 *xiaohai*, 子女 *zǐnǚ*, 儿童 *ěrtóng* are in relation of synonymy.
- (iii) The Polish term *dziecko* ‘child’ and the Chinese term 孩子 *haizi* are complementary with respect to the parameter of community of ordinary citizens or lawyers communicating in situations connected with the civil law or civil procedure regarding children without the parent-child relation context.
- (iv) The Polish term *dziecko* ‘child’ and the Chinese term 孩子 *haizi* are complementary with respect to the parameter of community of ordinary citizens or lawyers communicating in situations connected with the civil law or civil procedure regarding children and their parents (with the parent-child relation context), i.e. testators, heirs.
- (v) The Polish term *dziecko* ‘child’ and the Chinese term 孩子 *haizi* are convergent with respect to the parameter of community of ordinary citizens communicating in everyday’s situations.
- (vi) The Polish term *dziecko* ‘child’ and the Chinese term 小孩 *xiaohai* are complementary with respect to the parameter of community of ordinary citizens or lawyers communicating in situations connected with the civil law or civil procedure regarding children without the parent-child relation context.
- (vii) The Polish term *dziecko* ‘child’ and the Chinese term 小孩 *xiaohai* are complementary with respect of community of ordinary citizens or lawyers communicating in situations connected with the civil law or civil procedure regarding children and their parents (with parent-child relation context), i.e. testators, heirs.
- (viii) The Polish term *dziecko* ‘child’ and the Chinese term 小孩 *xiaohai* are convergent with respect to the parameter of community of ordinary citizens communicating in everyday’s situations.
- (ix) The Polish term *dziecko* ‘child’ and the Chinese term 子女 *zǐnǚ* are convergent with respect to the parameter of community of ordinary citizens or lawyers communicating in situations connected with the civil law or civil procedure regarding children and their parents (with the parent-child relation context), i.e. testators, heirs..
- (x) The Polish term *dziecko* ‘child’ and the Chinese term 子女 *zǐnǚ* are complementary with respect to the parameter of community of ordinary citizens or lawyers communicating in situations

connected with the civil law or civil procedure regarding children without the parent-child relation context.

- (xi) The Polish term *dziecko* ‘child’ and the Chinese term 子女 *zínǚ* are complementary with respect to the parameter of community of ordinary citizens communicating in everyday’s situations.
- (xii) The Polish term *dziecko* ‘a child’ and the Chinese term 儿童 *ěrtóng* are convergent with respect to the parameter of community of ordinary citizens or lawyers communicating in situations connected with the civil law or civil procedure regarding children without the parent-child relation context.
- (xiii) The Polish term *dziecko* ‘child’ and the Chinese term 儿童 *ěrtóng* are complementary with respect to the parameter of community of ordinary citizens or lawyers communicating in situations connected with the civil law or civil procedure regarding children and their parents (with the parent-child relation context), i.e. testators, heirs.
- (xiv) The Polish term *dziecko* ‘child’ and the Chinese term 儿童 *ěrtóng* are convergent with respect to the parameter of ordinary citizens communicating in everyday’s situations.
- (xv) Terms convergent with respect to the parameter of community of ordinary citizens communicating in everyday’s situations, that is to say, the Polish term *dziecko* ‘a child’ and the Chinese term 孩子 *haizi*, 小孩 *xiǎohai* or 儿童 *ěrtóng* are closer translational equivalents when taking into account an ordinary recipient as a teacher than the Chinese term 子女 *zínǚ* and the Polish term *dziecko*.
- (xvi) Terms convergent with respect to the parameter of the community of ordinary citizens or lawyers communicating in situations connected with the civil law or civil procedure regarding children and their parents (with the parent-child relation context), that is to say, the Polish term *dziecko* ‘child’ and the Chinese term 子女 *zínǚ* are closer translational equivalents when translating for testator than the Chinese terms 儿童 *ěrtóng*, 孩子 *haizi*, 小孩 *xiǎohai* and the Polish term *dziecko*.
- (xvii) Terms convergent with respect to the parameter of community of ordinary citizens or lawyers communicating in situations connected with the civil law or civil procedure regarding children without the parent-child relation context, that is to say, the Polish term *dziecko* ‘child’ and the Chinese term 儿童

*ertong* ‘child’ are closer translational equivalents when translating for someone who does not touch upon parents-children relation than the Chinese terms 孩子 *haizi*, 小孩 *xiaohai* and 子女 *zinü*.

Directives:

- (i) The Chinese term 孩子 *haizi* ‘child’, 小孩 *xiaohai* and 儿童 *ertong* should be used as the equivalent of the Polish term *dziecko* ‘child’ in the translation for ordinary recipient, i.e. teachers as they are convergent with respect to the parameter of community of ordinary citizens communicating in everyday’s situations.
- (ii) The Chinese term *dziecko* 子女 *zinü* should be used as the equivalent of the Polish term *dziecko* ‘child’ in the translation for a testator, as they are convergent with respect to the parameter of the community of ordinary citizens or lawyers communicating in situations connected with the civil law or civil procedure regarding children and their parents (with the parent-child relation context).

#### 4.2. The term 未成年人 *weichengnian ren* ‘minor’ in the translation for different communities

One of the Chinese terms that can cause problems in translation into Polish is the civil-law term 未成年人 *weichengnian ren* ‘minor’, as the age of majority is defined in separate regulations in both Poland and in China.

When regulating ‘capacity for civil rights’ (民事权利能力 *minshi quanli nengli*) and ‘competence’ (民事行为能力 *minshi xingwei nengli*) (see: Articles 11–12 of China’s General Provisions of Civil Law; Zhu Yikun 2007:59). Chinese legislation states that a citizen aged 18 or higher is an adult with full legal competence. However, a citizen who has reached the age of 16 and whose main source of income is own labour shall be regarded as having full competence for the purposes of civil-law transactions (and legal competence generally) (Article 11 of China’s General Provisions of

Civil Law). A minor (未成年人 *weichengnian ren* in Chinese) aged 10 and higher is a person with limited competence and generally must be represented by an agent *ad litem*. A minor under 10 has no competence for civil transactions and has to be represented by an agent *ad litem*.

There is also regulation protecting minors (未成年人保护法 *Weichengnian ren baohufa*), in which a minor is described as 未成年人 *weichengnian ren* (Article 38). It is defined in Article 2 of this Law that the term 未成年人 *weichengnian ren* ‘minor’ refers to citizens under the age of eighteen.

Although a person aged 18 has both the capacity for civil rights and competence for civil transactions, such a person is not an adult in the light of Marriage Law. A man under 22 and a woman under 20 years of age may not contract marriage. Chinese legislature states in Article 6 of Chinese Marriage Law that late marriage and late childbirth shall be encouraged.<sup>13</sup> A minor aged 10 or more is specified in Chinese Adoption Law as a person whose consent for adoption has to be obtained (Article 11).

The Law of the People’s Republic of China on Administrative Penalty (hereinafter ‘Chinese Administrative Penalty Law’) (Article 25) distinguishes minors in the age group between 14 and 18. If a person is 14 or older but younger than 18 commits an illegal act, a lighter or mitigated administrative penalty will be imposed. If under 14 when committing an illegal act, the person will only be disciplined and educated by the person’s own guardian.

Also, Chinese Labour Law (Article 15) distinguishes minors in specified age groups. Minors under the age of 16 may not be employed. Only institutions related to art, physical culture, arts and crafts can recruit minors under sixteen, but they must seek approval in accordance with the relevant provisions.

There are synonyms with the meaning of ‘minor’ in Chinese, viz.: 未成年人 *weichengnian ren*, 未成年 *weichengnian*, 未成年冠 *weichengguan* or 未成年者 *weichengnianzhe*, all with the meaning of ‘minor’. Only the first equivalent originates from statutory language 未成年人的父母 ‘parents of a minor’ (Article 16 of China’s General Provisions of Civil Law); 未成年孤儿 ‘orphaned minor’ (Article 13 of Adoption Law), 子女的生父母 ‘parents of a child’; 未成年人的父

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<sup>13</sup> 晚婚晚育应予鼓励。Late marriage and late giving birth is encouraged by Chinese government.

母 ‘parents of a minor’ (Article 16 of China’s General Provisions of Civil Law); 未成年孤儿 ‘orphaned minor’ (Article 13 of Chinese Adoption Law). Others were found in legal texts or legal dictionaries (Xia Dengjun 2008:605). However, the term 未成年人 *weichengnian ren* has a different scope of meaning depending on the context.

Minors are protected also in criminal procedure, especially on the public-prosecution path. A defendant who is a minor needs to have defence counsel; if not, the People’s Court will designate a lawyer that has an obligation to provide legal assistance to serve as defence counsel (Yi Yanyou 2011:269). Chinese legislature refers to minor criminal cases in which defendants may be sentenced to a fixed-term imprisonment of not more than three years (Yi Yanyou 2011:214; chapters 4 and 5 of Chinese Criminal Law). Generally, cases involving crimes committed by minors who have reached the age of 16 but not the age of 18 are not heard in public. Cases involving crimes committed by minors who have reached the age of 14 but not the age of 16 are not heard in public (Article 152 of Chinese Criminal Law).

The equivalent of the Chinese term 未成年人 *weichengnian ren* ‘minor’ can be selected differently in reference to voting in a general election.

The Polish term *maloletni* ‘minor’ means a person who is under eighteen and who has not married (a woman who marries after reaching the age of sixteen is no longer a minor). According to Polish Civil Code a minor has different scope of competence for civil transactions and other rights specified in particular regulations than an adult. Polish legislature divides minors in two groups:

- (i) minors under 13; and
- (ii) minors between 13 and 18.

Persons in the first group have no competence for civil transactions and have to be represented by agents *ad litem*. Persons from the second group are persons with limited competence for civil transactions and generally have to be represented by an agent *ad litem* (Articles 9–22 of Polish Civil Code, Articles 430, 568–570 of Polish Code of Civil Procedure).

Interestingly, a ‘minor’ is called *mlodociany* in criminal law. According to Polish Criminal Law a person called *mlodociany* had not

reached the age of 21 when offending and 24 when the court of first instance is adjudicating. Such a person is treated differently from an adult. Another term used in the context of criminal law is the term *nietetni*, which means a person who had not reached the age of 17 when committing the act. In Article 1 of the Act on Juvenile Criminal Liability the legislature provides that a person called *nietetni* is:

- (i) a person who has not reached 18, but for whom corrective measures have been undertaken because of demoralization,
- (ii) a person who is between 13 and 17 years of age and who participates in the procedure of punishable acts,
- (iii) a person who has not reached 21 and in whose respect educational or corrective measures are applied.

The terms *młodociany* and *nietetni* occur also in Polish Labour Law, but in the scope of this particular branch of law they mean a person between 16 and 18. Minors under 16 may not be employed, because of compulsory school education.

Table no. 40. The equivalents of the term 未成年人 *weichengnian ren* ‘a minor’

Communicative community	Chinese term:	Polish term:
lawyers involved in the civil procedure	未成年人 <i>weichengnian ren</i>	<i>młoletni</i>
employers or lawyers involved in the criminal procedure	未成年人 <i>weichengnian ren</i>	<i>młodociany/nietetni</i>
ordinary citizens communicating in everyday's situations	未成年人 <i>weichengnian ren</i>	<i>niepełnoletni</i>

## Conclusions

Particularistic postulates:

- (i) The Chinese term 未成年人 *weichengnian ren* ‘minor’ has at least four possible translational equivalents in Polish: *maloletni*, *mlodociany* or *nioletni* and *niepełnoletni*.
- (ii) The Polish terms: *maloletni*, *mlodociany* or *nioletni* and *niepełnoletni* are in relation of synonymy.
- (iii) The Chinese term 未成年人 *weichengnian ren* ‘minor’ and the Polish term *maloletni* are complementary with respect to the parameter of ordinary citizens communicating in everyday’s situations.
- (iv) The Chinese term 未成年人 *weichengnian ren* ‘minor’ and the Polish term *maloletni* are complementary with respect to the parameter of employers or lawyers involved in the criminal procedure.
- (v) The Chinese term 未成年人 *weichengnian ren* ‘minor’ and the Polish term *maloletni* are convergent with respect to the parameter of lawyers involved in the civil procedure.
- (vi) The Chinese term 未成年人 *weichengnian ren* ‘a minor’ and the Polish term *mlodociany* or *nioletni* are convergent with respect to the parameter of employers or lawyers involved in the criminal procedure.
- (vii) The Chinese term 未成年人 *weichengnian ren* ‘minor’ and the Polish term *mlodociany* or *nioletni* are complementary with respect to the parameter of lawyers involved in the civil procedure.
- (viii) The Chinese term 未成年人 *weichengnian ren* ‘minor’ and the Polish term *mlodociany* or *nioletni* are complementary with respect to the parameter of ordinary citizens communicating in everyday’s situations.
- (ix) The Chinese term 未成年人 *weichengnian ren* ‘minor’ and the Polish term *niepełnoletni* are complementary with respect to the parameter of lawyers involved in the civil procedure.
- (x) The Chinese term 未成年人 *weichengnian ren* ‘minor’ and the Polish term *niepełnoletni* are complementary with respect to the parameter of employers or lawyers involved in the criminal procedure.
- (xi) The Chinese term 未成年人 *weichengnian ren* and the Polish term *niepełnoletni* are convergent with respect to the parameter of ordinary citizens communicating in everyday’s situations.
- (xii) Terms convergent with respect to the parameter of ordinary citizens communicating in everyday’s situations, that is to say,



the Polish term *niepełnoletni* and the Chinese term 未成年人 *weichengnian ren* are closer translational equivalents than the Chinese term 未成年人 *weichengnian ren* and the Polish term *małoletni*, *młodociany/nieletni*.

- (xiii) Terms convergent with respect to the parameter of the employers or lawyers involved in the criminal procedure, that is to say, the Polish term *młodociany/nieletni* and the Chinese term 未成年人 *weichengnian ren* are closer translational equivalents than the Chinese term 未成年人 *weichengnian ren* and the Polish terms *małoletni* and *niepełnoletni*.
- (xiv) Terms convergent with respect to the parameter of lawyers involved in the civil procedure, that is to say, the Polish term *małoletni* and the Chinese term 未成年人 *weichengnian ren* are closer translational equivalents than the Chinese term 未成年人 *weichengnian ren* and the Polish terms *młodociany/nieletni* and *niepełnoletni*.

Directives:

- (i) The Polish term *małoletni* should be used as the equivalent of the Chinese term 未成年人 *weichengnian ren* in the context of civil procedure as they are convergent with respect to the parameter of employers or lawyers involved in the civil procedure.
- (ii) The Polish terms *młodociany/nieletni* should be used as the equivalent of the Chinese term 未成年人 *weichengnian ren* in the context of criminal procedure as they are convergent with respect to the parameter of lawyers involved in the criminal procedure.
- (iii) The Polish term *niepełnoletni* should be used as the equivalent of the Chinese term 未成年人 *weichengnian ren* in the context of everyday dialogue as they are convergent with respect to the parameter of ordinary citizens communicating in everyday situations.

### 4.3. The term 曲艺作品 *quyi zuopin* ‘*quyi* works’ in the translation for different communities

When dealing with Chinese Intellectual Property Law, one can observe differences in the scope of copyrightable works — intellectual creations with the attribute of originality in the literary, artistic or scientific domain, in so far as they can be reproduced in a tangible form (see: Article 2 of the Regulations for the Implementation of Copyright Law of the People’s Republic of China). There are many types of original works: 文字作品 ‘written works’, 口述作品 ‘oral works’, 音乐作品 ‘musical works’, 戏剧作品 ‘dramatic works’, 舞蹈作品 ‘choreographic works’, 杂技艺术作品 ‘acrobatic works’, 美术作品 ‘works of fine arts’, 建筑作品 ‘works of architecture’, 摄影作品 ‘photographic works’, 电影作品 ‘cinematographic works and works created by a process analogous to cinematography’, 图形作品 ‘graphic works’, 模型作品 ‘model works’<sup>14</sup> and 曲艺作品 *quyi zuopin* so called ‘*quyi* works’<sup>15</sup>.

‘*Quyi* works’ 曲艺作品 are such works as 相声 *xiangsheng* (cross talk), 快书 *kuaishu* (clapper talk), 大鼓 *dagu* (ballad singing with drum accompaniment) and 评书 *pingshu* (story-telling based on novels), which are mainly performed by recitation, singing or both (Article 4 of the Regulations for the implementation of the Copyright Law of the People’s Republic of China).

Table no. 41. The equivalents of the term 曲艺作品 *quyi zuopin* ‘*qu yi* works’

Communicative community	Chinese term:	Polish term:
lawyers (close recipient)	曲艺作品 <i>quyi zuopin</i> ‘ <i>quyi</i> works’	<i>utwory quyi</i>
distant recipients	曲艺作品 <i>quyi zuopin</i> ‘Chinese traditional art forms’	<i>formy chińskiej sztuki tradycyjnej quyi</i>

<sup>14</sup> Three-dimensional works made on the basis of the shape and the structure of an object to a certain scale, for the purpose of display, test or observation.

<sup>15</sup> See: Translation into English <http://www.ccpit-patent.com.cn/node/1207/1208>.

## Conclusions

Particularistic postulates:

- (i) Two Polish equivalents are proposed for the Chinese term 曲艺作品 *quyi zuopin*: the term *utwory qui* ‘quyi works’ and the term *formy chińskiej sztuki tradycyjnej quyi* ‘Chinese traditional art forms quyi’.
- (ii) The proposed Polish equivalents: *utwory qui* and *formy chińskiej sztuki tradycyjnej quyi* are in relation of synonymy.
- (iii) The Chinese term 曲艺作品 *quyi zuopin* and the Polish term *formy chińskiej sztuki tradycyjnej quyi* are complementary with respect to the parameter of a close recipient.
- (iv) The Chinese term 曲艺作品 *quyi zuopin* and the Polish term *utwory qui* are convergent with respect to the parameter of a close recipient.
- (v) The Chinese term 曲艺作品 *quyi zuopin* and the Polish term *utwory qui* are complementary with respect to the parameter of a distant recipient.
- (vi) The Chinese term 曲艺作品 *quyi zuopin* and the Polish term *formy chińskiej sztuki tradycyjnej quyi* are convergent with respect to the parameter of a distant recipient.
- (vii) Terms convergent with respect to the parameter a close recipient, that is to say, the Polish term *utwory qui* and the Chinese term 曲艺作品 *quyi zuopin* are closer translational equivalents when taking into account close recipient than the term 曲艺作品 *quyi zuopin* and the term *formy chińskiej sztuki tradycyjnej quyi*.
- (viii) Terms convergent with respect to the parameter of the distant recipient, that is to say, the Polish term *formy chińskiej sztuki tradycyjnej quyi* and the Chinese term 曲艺作品 *quyi zuopin* are closer translational equivalents when taking into account distant recipient than term 曲艺作品 *quyi zuopin* and the term *utwory qui*.

Directives:

- (i) The term *formy chińskiej sztuki tradycyjnej quyi* should be used as the equivalent of the term 曲艺作品 *quyi zuopin* in the context of distant recipient as they are convergent with respect to the parameter of distant recipient.

- (ii) The term *utwory qui* should be used as the equivalent of the term 曲艺作品 *quyi zuopin* in the context of close recipient as they are convergent with respect to the parameter of close recipient.

#### 4.4. The general clause 社会的安定 *shehui de anding* in translation for different communities

The Chinese general clause 社会的安定 *shehui de anding* (also known as 社会稳定 *shehui wending*) is connected with ancient Confucian thought and the individual and social pursuit of harmony. The social pursuit of harmony is taken into account in the resolution of marriage problems. Generally, people believe that it is better to become divorced and avoid conflicts and marital discord than to stay in a dissatisfactory and problematic relationship, which can lead to social disharmony. Divorce documents contain often the term 为了社会的安定 *weile shehui de anding* ‘for the purpose of social stability’, e.g.:

为了我本人的利益和社会的安定，根据《中华人民共和国婚姻法》之有关规定，特诉请人民法院判决我与被告离婚为谢。

*Weile wo benren de quanyi he shehui de anding, genju ‘Zhonghua Renmin Gongheguo hunyinfa’ zhi youguan guiding, tesu qing renminfayuan panjue wo yu beigao lihun weixie.*

‘For the purpose of my personal benefits and social stability and based on the provisions of Marriage Law of the People’s Republic of China, I request the People’s Court to award my divorce with the defendant’ (法律出版社.2012.中华人民共和国婚姻法, at 69).

However, divorce by agreement (协议离婚 *xieyi lihun*) requires two pre-conditions: i. consensus of both parties on the divorce; ii. making appropriate arrangements for children’s care and property disposition. The parties also have to handle their divorce registration in the marriage registry office. This is to prevent rash and misguided or fraudulent divorce in China (Zhu Yikun 2007:126–127).

When translating for a distant recipient familiar with Chinese legal culture, one can decide to translate the general clause 社会的安

定 *shehui de anding* with a general cause that is used in Polish legal reality: *porządek publiczny* ‘social order’ (see: Wiśniewski 2009). On the other hand, if translating for a close recipient familiar with or interested in Chinese law and culture, it is recommended to use an equivalent describing in detail the meaning of the source-language term.

Table no. 42. The equivalents of the general clause 社会的安定 *shehui de anding* ‘social stability’

Communicative community	Chinese term:	Polish term:
lawyers (close recipient)	社会的安定 <i>shehui de anding</i>	<i>harmonia społeczna</i> ‘social stability’ ‘social harmony’
distant recipients	社会的安定 <i>shehui de anding</i>	<i>porządek publiczny</i> ‘social order’

### Conclusions

Particularistic postulates:

- (i) Two Polish equivalents are proposed for the Chinese term 社会的安定 *shehui de anding*: the term *harmonia społeczna* and the term *porządek publiczny* ‘Chinese traditional art forms *quyi*’.
- (ii) The proposed Polish equivalents: *harmonia społeczna* and *porządek publiczny* are in relation of synonymy.
- (iii) The Chinese term 社会的安定 *shehui de anding* and the Polish term *porządek publiczny* are complementary with respect to the parameter of a close recipient.
- (iv) The Chinese term 社会的安定 *shehui de anding* and the Polish term *harmonia społeczna* are convergent with respect to the parameter of a close recipient.
- (v) The Chinese term 社会的安定 *shehui de anding* and the Polish term *harmonia społeczna* are complementary with respect to the parameter of a distant recipient.
- (vi) The Chinese term 社会的安定 *shehui de anding* and the Polish term *porządek publiczny* are convergent with respect to the parameter of a distant recipient.

- (vii) The terms are convergent with respect to the parameter a close recipient, that is to say, the Polish term *harmonia społeczna* and the Chinese term 社会的安定 *shehui de anding* are closer translational equivalents when taking into account the close recipient than the term 社会的安定 *shehui de anding* and the term *porządek publiczny*.
- (viii) The terms are convergent with respect to the parameter of the distant recipient, that is to say, the Polish term *porządek publiczny* and the Chinese term 社会的安定 *shehui de anding* are closer translational equivalents when taking into account distant recipient than term 社会的安定 *shehui de anding* and the term *harmonia społeczna*.

Directives:

- (i) The term *porządek publiczny* should be used as the equivalent of the term 社会的安定 *shehui de anding* in the context of distant recipient as they are convergent with respect to the parameter of distant recipient.
- (ii) The term *harmonia społeczna* should be used as the equivalent of the term 社会的安定 *shehui de anding* in the context of the close recipient as they are convergent with respect to the parameter of close recipient.

#### 4.5. The term *sąd pierwszej instancji* ‘court of first instance’ in translation for different communities

Generally speaking, courts in China are divided into three tiers: 地方法院, 高等法院, 最高法院 (Yao Ruiguang 2011:10). Song and Zhang (2010:75) provide different Chinese translational equivalents for the Polish term *sąd pierwszej instancji* ‘court of first instance’ 一审法院 *yishen fayuan* in legal texts of the People’s Republic of China (Yao Ruiguang 2011:11) and 原讼法庭 *yuansong fating* in the legal language of Hongkong.

Chinese legal culture is still not well-known in Poland. More and more people are familiar with or at least interested in Chinese legal institutions; however, many translation recipients still do not need detailed information about the translated terms. The process of translation of legal terminology should be adjusted to the recipient of a target text. Translational equivalents can be different according to the type of recipient: distant or close.

Table no. 43. The equivalents for the term *sąd pierwszej instancji* ‘court of first instance’

Communicative community	Polish term:	Chinese term:
People from PRC	<i>sąd pierwszej instancji</i> ‘court of first instance’	一审法院 <i>yishen fayuan</i>
People from Hong Kong	<i>sąd pierwszej instancji</i> ‘court of first instance’	原讼法庭 <i>yuansong fating</i>

## Conclusions

Particularistic postulates:

- (i) The Polish term *sąd pierwszej instancji* has at least two possible translational equivalents in Chinese language: 一审法院 *yishen fayuan* ‘court of first instance’ and 原讼法庭 *yuansong fating* ‘court of first instance’.
- (ii) The Chinese terms 一审法院 *yishen fayuan* and 工资报酬 *gongzibaochou* are in relation of synonymy.
- (iii) The Polish term *sąd pierwszej instancji* and the Chinese term 一审法院 *yishen fayuan* are complementary with respect to the parameter of citizens from Hong Kong.
- (iv) The Polish term *sąd pierwszej instancji* and the Chinese term 原讼法庭 *yuansong fating* are complementary with respect to the parameter of people from the mainland China.
- (v) The Polish term *sąd pierwszej instancji* and the Chinese term 一审法院 *yishen fayuan* are convergent with respect to the parameter of people from mainland China.

- (vi) The Polish term *sąd pierwszej instancji* and the Chinese term 原讼法庭 *yuansong fating* are convergent with respect to the parameter of people from Hong Kong.
- (vii) Terms convergent with respect to the parameter of the contract of sale on commission, that is to say, the Polish term *sąd pierwszej instancji* and the Chinese term 原讼法庭 *yuansong fating* are closer translational equivalents when translating for recipients from the Hong Kong SAR than the term 一审法院 *yishen fayuan* and the Polish term *sąd pierwszej instancji*.
- (viii) Terms convergent with respect to the parameter of people from Hong Kong, that is to say, the Polish term *sąd pierwszej instancji* and the Chinese term 一审法院 *yishen fayuan* are closer translational equivalents when translating for the recipient from the mainland China than the Chinese term 原讼法庭 *yuansong fating* and the Polish term *sąd pierwszej instancji*.

Directives:

- (i) The term 一审法院 *yishen fayuan* ‘court of first instance’ should be used as the equivalent of the term *sąd pierwszej instancji* ‘court of first instance’ for the recipient from China as they are convergent with respect to the parameter of people from China.
- (ii) The term 原讼法庭 *yuansong fating* ‘court of first instance’ should be used as the equivalent of the term *sąd pierwszej instancji* ‘court of first instance’ for the recipient from the Hong Kong SAR as they are convergent with respect to the parameter of people from the Hong Kong SAR.



## Concluding remarks

The problems of misunderstanding in legal communication result very often from different understanding of the same terms, the nuances of culture-bound terms or lack of correspondence on term level. Due to the differences between the languages relating to different legal systems, there are terms that are ambiguous and under the influence of tradition, history, politics, mentality, etc. Apparently, identical concepts frequently have different meanings in different legal systems (see: Sandrini 1996:140) or are simply different legal concepts. This can also be observed when tracing equivalence in Chinese-Polish translation of substantive and procedural civil law. Many terms are similar but not identical in meaning.

The parametrization of legal terms can help compare legal terms of the source language with their translational equivalents from the target legal language and then to establish proper translational equivalents. Attributing properties from dimensions relevant in translation to civil-law terms can be helpful in the process of translation. However, translators often choose translational equivalents on the basis of their intuition and knowledge. This method of analysing the Polish and Chinese terminology can be useful in preparing a dictionary of legal terms and phrases.



## List of Tables

- Parametric table no. 1. The equivalents of the Polish term *przedmiot egzekucji* ‘object of enforcement’
- Parametric table no. 2. The equivalents of the Polish term *kupujący* ‘buyer’
- Parametric table no. 3. The equivalents of the Polish term *sprzedawca* ‘seller’
- Parametric table no. 4. The equivalents of the Polish term *składający* ‘depository’
- Parametric table no. 5. The equivalents of the Polish term *sędzia sądu polubownego* ‘arbitrator’
- Parametric table no. 6. The equivalents of the Polish term *biegły* ‘expert witness’
- Parametric table no. 7. The equivalents of the Polish term *właściwość* ‘jurisdiction’
- Parametric table no. 8. The equivalents of the Polish term *pozew* ‘statement of claim’
- Parametric table no. 9. The equivalents of the Polish term *spór* ‘dispute’
- Parametric table no. 10. The equivalents of the Polish term *posiedzenie* ‘hearing’
- Parametric table no. 11. The equivalents of the Polish term *przewoźne* ‘portage’
- Parametric table no. 12. The equivalents of the Polish term *wynagrodzenie* ‘remuneration’
- Parametric table no. 13. The equivalents of the Polish term *oszustwo* ‘fraud’
- Parametric table no. 14. The equivalents of the Polish term *wadium* ‘big bond’
- Parametric table no. 15. The equivalents of the Polish term *umowa* ‘contract’
- Parametric table no. 16. The equivalents of the Chinese term 借款人 *jiekuanren* ‘lender’
- Parametric table no. 17. The equivalents of the Chinese term 贷款人 *daikuanren* ‘borrower’
- Parametric table no. 18. The equivalents of the Chinese term 调解协议 *tiaojie xieyi* ‘mediated agreement’
- Parametric table no. 19. The equivalents of the Chinese term 解决 *jiejue* ‘to solve/to settle (dispute)’

- Parametric table no. 20. The equivalents of the Polish term *pochówek* ‘burial’
- Parametric table no. 21. The equivalents of the Polish term *cena* ‘price’
- Parametric table no. 22. The equivalents of the Polish term *sprawa cywilna* ‘civil case’
- Parametric table no. 23. The equivalents of the Polish term *przystępujący do przetargu* ‘bidder’
- Parametric table no. 24. The equivalents of the Polish term *zawrzeć umowę* ‘to conclude a contract’
- Parametric table no. 25. The equivalents of the Chinese term 租赁物 *zulinwu* ‘object of a lease’
- Parametric table no. 26. The equivalents of the Polish term *oszustwo* ‘fraud’
- Parametric table no. 27. The equivalents of the Polish term *postanowienie* ‘provision/disposition/decision’
- Parametric table no. 28. The equivalents of the Polish term *polecenie* ‘instruction/obligation’
- Parametric table no. 29. The equivalents of the Polish term *inwestor* ‘an investor’
- Parametric table no. 30. The equivalents of the Chinese term 委托人 *weituoren* ‘authorizer/principal/truster’
- Parametric table no. 31. The equivalents of the Chinese term 上诉 *shangsu* ‘appeal’
- Parametric table no. 32. The equivalents of the Chinese term 原告 *yuangao* ‘plaintiff, claimant, accuser’
- Parametric table no. 33. The equivalents of the Chinese term 解决 *jiejue* ‘to solve/to settle (dispute)’
- Parametric table no. 34 a. The Polish term *odpowiedzialność cywilna* ‘civil liability’ (relation of intralingual meronymy)
- Parametric table no. 34 b. The Chinese terms: 民事责任 *minshi zeren* and 民事法律责任 *minshi falü zeren* (relation of intralingual meronymy)
- Parametric table no. 34 c. The equivalents of the Polish term *odpowiedzialność cywilna* ‘civil liability’
- Parametric table no. 35 a. The equivalents of the Polish term *bezprawna groźba* ‘unlawful threat’ (relation of intralingual synonymy between Chinese legal terms)
- Parametric table no. 35 b. The equivalents of the Polish term *bezprawna groźba* ‘unlawful threat’

- Table no. 35 a. The term *zapis na sąd polubowny* ‘arbitration clause’  
(the relation of interlingual hyperonymy)
- Table no. 36 b. The Chinese term 仲裁协议 *zhongcai xieyi* (the  
relation of intralingual hyperonymy)
- Parametric table no. 36 c. The equivalents of the Polish term *zapis na  
sąd polubowny* ‘arbitration agreement’
- Table no. 37. The equivalents of the Polish term *zachowek* ‘legitim’
- Table no. 38. The equivalents of the Polish term *dobra wiara* ‘good  
faith’
- Table no. 39. The equivalents of the Polish term *dziecko* ‘child’  
depending on communicative communities
- Table no. 40. The equivalents of the Chinese term 未成年人  
*weichengnian ren* ‘minor’
- Table no. 41. The equivalents of the Chinese term 曲艺作品 *quyi  
zuopin* ‘quyi works’
- Table no. 42. The equivalents of the Chinese general clause 社会的安  
定 *shehui de anding* ‘social stability’
- Table no. 43. The equivalents of the Polish term *sąd pierwszej  
instancji* ‘court of first instance’



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