AMPLIFICATION IN E-C LEGAL TRANSLATION

A minimal, realistic definition of functional equivalence could be stated as “The readers of a translated text should be able to comprehend it to the point that they can conceive of how the original readers of the text must have understood and appreciated it.” Anything less than this degree of equivalence should be unacceptable. (Eugene A. NIDA, 2001)

Amplification in translation means adding some necessary word in translation, in order to make the meaning clear and correct. Generally speaking, there are two kinds of condition of amplification. One is to add word that “omitted” in source sentences, while its meaning is expressed clearly through the context. That is lexical expansions. The other kind of amplification is syntactic expansions, namely adding the syntactic component omitted in the source sentences to complete the meaning.

1. Add word that omitted in the source

The failure of ether party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same.

任何一方在任何时候未要求另一方履行本协议任一条款,并不影响其以后强制执行该条款的权利。

The exact meaning of “require performance” is requiring the other party to perform. In English, this meaning is obvious. However, in Chinese expression, we have to add the meaning of “the other party” to express
its meaning clearly.

Each of the parties do hereby waive any proof that such breach will cause irreparable injury to such party or that there is no adequate remedy at law.

“waive” means give up the right or requirement for the other people. Through the context, it means one party does not ask the other party to proof. Thus, we need to add 另一方 and 一方 in translation.

None of the Parties shall be entitled to make or permit or authorize the making of any press release or other public statement or disclosures concerning this Agreement or any of the transactions contemplated in it, without the prior written consent of the other Parties, save as required by law or other competent authority.

Here, “permit or authorize the making” has the meaning of permit or authorize others to make. In Chinese translation, “他人” should be added for smoothness.

2. Add words to make the meaning more explicitly

Notwithstanding the foregoing, a Party hereby waives its preemptive right in the case of any assignment of all or party of the other Party’s registered capital to an affiliate of the other Party.
The form of definite article + adjective “the foregoing” indicate “the above provision”. Thus in translation we need to add this to express the whole meaning.

Specifically, and without limiting the generality of the foregoing, Party A shall bear all responsibility for any losses or damages suffered by Party B as a result of any mistakes, errors or omissions caused by Party A in connection with the processing and packing of the Products.

“generality” is an abstract noun, should be materialization in translation. Thus we translate it as 一般性原则 or 一般性规定.

3. Add omitted syntactic components

In addition to lexical expansions, sometimes we also need to add the omitted syntactic components in translation, in order to make our expression clear and complete. This kind of amplification is caused by Chinese syntax and structure.

Notwithstanding the above provision of this Clause, Party A shall have the right to assign its rights to any subsidiary, affiliate or successor entity as long as Party A remains liable to perform all of its obligations under this Agreement.

In adverbial of concession Chinese sentence can only be smooth after adding verb “有”.

This Agreement shall take effect on the Effective Date and shall continue for a period of ten (10) years. This Agreement shall be automatically
renewed for one-year terms thereafter unless and until terminated by either Party hereto by giving six (6) months’ written notice to the other.

In English sentence, the subject of adverbial clause beginning with “unless and until” is omitted. When translating, the subject “本协议” need to be added.