A Study on the English Translation Strategies for *the Contracts Volume of the Civil Code* from the Perspective of Relevance Theory

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Abstract: With the globalization of the Chinese economy and the promotion of the Belt and Road initiative, the demand for English translations of legal texts is growing. As a representative document of China's legal system, the English translation quality of *the Civil Code of the People's Republic of China* directly affects international legal exchanges. The discussion is over the translation strategies of *the Contracts Volume of the Civil Code* from the viewpoint of relevant theory in this paper, and the strategy for translating terms through the cognitive principle, communicative principle, and the difference between the maximum principle and the optimal principle in its English version, making legal texts translation have higher quality and communicative effects.

Keywords: Relevance Theory; *The Contracts Volume of the Civil Code*; English translation; Translation strategy; Legal text

1. Background

Amid China's economic globalization and the Belt and Road Initiative, the demand for English translations of Chinese legal texts is rising, yet legal translation faces professional challenges like precise lexical equivalence. Sperber and Wilson's Relevance Theory provides a new solution by advocating optimal relevance between source information and the target readers' cognitive context. The English translation quality of the *Civil Code's Contracts Volume,* a core part of China's legal system, affects international legal exchanges. This thesis analyzes its Chinese-English versions from the Relevance Theory perspective to improve legal translation quality.

2. An overview of Relevance Theory

Proposed by Sperber and Wilson, Relevance Theory posits that human communication is essentially an ostensive-

inferential process [1]. Guided by the economic principle, communication relies on "relevance" as the sole standard for understanding, eliminating multiple interpretations. This theory is particularly pivotal for legal English translation, a field demanding extreme precision and strict fidelity to legal intentions, as it provides a targeted theoretical framework for bridging the cognitive and cultural gaps between Chinese and English legal texts.

Its core, the "principle of optimal relevance", assumes all communicative acts are optimally relevant and requires minimizing cognitive effort to achieve maximum contextual effect—an imperative for legal translation, where misinterpretation risks distorting legal meanings. In legal translation practice, the theory guides translators to first infer the source text's legal intentions based on the original cognitive context, then convey these intentions in a way aligned with target readers' cognitive habits [2]. This paper adopts the theory's interrelated cognitive, communicative, and strategic framework to study *the Contracts Volume*'s English translation. Notably, the theory's distinction between "maximum relevance" (greatest effect with least effort) and "optimal relevance" (a balance between the two) directly addresses legal translation challenges, such as lacking equivalent terms across differing legal and cultural backgrounds [3]. This framework enables systematic analysis of translation problems, ensuring translators select expressions with equivalent legal communicative effects, thereby enhancing the accuracy and validity of legal English translations.

3. Chinese and English language characteristics of the contracts volume

3.1. At the syntactic level

The relevance theory emphasizes that translation should establish the best connection between the source language information and the target reader's cognitive context. The differences in sentence structures directly affect the balance between cognitive effort and contextual effect. The characteristics of *the Contracts Volume* in both Chinese and English at the sentence level essentially reflect the legal thinking and expression habits of China and the UK. In the Chinese sentence level, to achieve rigorous expression, long sentences with nested attributive and adverbial clauses are often used. The logical relationship does not rely on explicit conjunctions but is naturally presented through word order and semantics. Chinese legal texts often adopt the active voice, with the subject being "parties", "law", "the state", etc., directly highlighting the authority of legislation and the responsibility of the subject. The expression is straightforward and powerful, and tends to break down complex information into coherent short sentence chains, connected by words such as "and" and "according to", ensuring the completeness of the content while reducing the cognitive burden of the readers, demonstrating the flexibility of semantic expression.

Additionally, English leans towards employing more nouns compared to Chinese, necessitating adjustments in sentence structure during the English translation of Chinese legislative texts [4]. The English sentence level focuses on the explicitation of logic, using explicit logical conjunctions, such as where, if, unless, attributive clauses, and adverbial clauses to clearly define the relationship between sentences, externalizing the implicit semantic logic of Chinese. English widely adopts the passive voice to weaken the actor of the action, emphasizing the object of the behavior and the objectivity of legal rules. For multiple obligations or provisions, English uses parallel sentence structures with consistent structure, connecting core predicate components with "and", making the grammar symmetrical and the logic clear, conforming to the regularity of English legal text form, and using "shall" as the core modal verb to express legal mandatory nature, paired with "shall not", "may", etc., clearly distinguishing obligatory, prohibitive and authorizing rules, avoiding semantic ambiguity.

3.2. At the lexical level

From the perspective of the correlation theory, the language characteristics of *the Contracts Volume* in Chinese and English at the lexical level mainly aim to adapt to the legal cultures of China and England and the cognitive contexts of the readers, achieving the optimal relevance through vocabulary selection-accurately conveying the legislative intent while reducing the cognitive effort of the target readers. The lexical level of the Chinese language pays more attention to conciseness and dynamic expression, often using simple two-word or four-word terms to carry the core legal connotations, such as "force majeure" and "joint liability", to summarize complex legal concepts in a highly condensed form, which conforms to the cognitive logic of Chinese legal terms "pre-defined name, then explanation." Readers need to supplement the attributive or subsequent explanations based on the context to fully grasp the boundary of the concept. At the same time, in Chinese legal vocabulary, "The principle of uniformity is particularly important, because the accuracy, authority, and seriousness of legal language determine that legal terms must be consistent in the context of the same legal text, and be responsive" [5].

The lexical level of English is characterized by an analytical nature and static abstraction. Legal terms often clarify the boundaries of concepts through phrase combinations, suffix changes, or loanwords such as force majeure derived from French, avoiding ambiguity, and emphasizing the consistency of the terms in the text to ensure the accuracy of cross-cultural communication. Lexical combinations are centered on nouns, and Chinese verb phrases are often transformed into noun phrases through nounization to abstract and conceptualize the behavior, which conforms to the characteristics of English legal texts that emphasize formality and generalization. In addition, English relies on the core modal verb "shall" to define the mandatory nature of legal rules, combining "shall not", "may", etc., to clearly define the semantic levels of obligations, prohibitions, and authorizations.

This difference at the lexical level essentially reflects the manifestation of legal culture and cognitive habits. The conciseness and dynamism of Chinese vocabulary stem from the comprehensive thinking of the Chinese legal system, while the analytical nature and static nature of English vocabulary align with the emphasis on precise concepts and formal logic in the Anglo-American legal system. From the perspective of correlation theory, translators need to establish compatibility between the two lexical systems through strategies such as standardization of terminology, semantic supplementation, and conversion of parts of speech: for international common terms like " 不可抗力 ", direct adoption of "force majeure" achieves cognitive correlation. "Force majeure" is the most accurate, professional, and normative translation. To avoid ambiguity caused by different places of comprehension, the domestication strategy is used [6].

4. Analysis of the English translation strategies for the contracts volume from the perspective of Relevance Theory

4.1. Context and cognitive environment

From the perspective of context, under the framework of the association theory, context is regarded as a dynamic cognitive construct, encompassing linguistic context, situational context, and cultural context. The translation strategies need to be adapted to the different contextual features at various levels. In the language context, the logical rigor of legal texts requires that terms maintain a high degree of consistency. The legal context of the source language has distinct characteristics of the Chinese legal system. Its conceptual framework, logical structure, and value orientation are all rooted in the historical evolution and current framework of China's civil legal system. In the process of English translation, the first step is to accurately identify the core elements of the source language context, including the connotations and boundaries of specific legal concepts, the logical

connections between provisions, and the value orientation of the institutional design. On this basis, the translator needs to project these elements into the legal context of the target language and ensure that the translation has legal semantic reference and logical consistency in the target language context through means such as term selection and sentence restructuring. To achieve the optimal relevance, the translator must make sure that when translating the work into another language, the translated text makes it convenient for the target audience to infer the context appropriately, highlight certain parts when necessary, and not cause contradictions that will impede understanding. Adapting the translation to the readers' cognitive world so as to make it comprehensible without losing the original sense [7].

From the perspective of cognitive environment, "when people are communicating, they will share part of each other's cognitive environment, thus evolving into a shared cognitive context, in which every explicit assumption is a shared extensive behavior" [8]. There are systematic differences in legal cognitive backgrounds between Chinese and English readers. The target language readers' cognitive environment is based on what they know about the legal system, concepts, and ways of thinking. Legal concepts in the source language can be quite different, often coming from the unique legal history and concrete systems in China. Therefore, the translation strategy needs to actively adapt to this cognitive difference; for content that has conceptual gaps or significant differences in the target language's cognitive environment, adjust the information presentation form through semantic supplementation, logical reconstruction, etc., to help readers gradually build new cognitive nodes based on their own cognitive foundation, ultimately achieving an effective connection between the source language and target language cognitive environments, ensuring the accuracy of the translation while also having an acceptable cognitive accessibility.

Example 1:
SL: 第五百二十五条 " 当事人互负债务，没有先后履行顺序的，应当同时履行 . 一方在对方履行之前有权拒绝其履行要求 . 一方在对方履行债务不符合约定时 , 有权拒绝其相应的履行要求 ."

TL: "Where both parties have obligations toward one another and there is no order of priority in respect of the performance of obligations, the parties shall perform the obligations simultaneously. Each party has the right to reject any demand by the other party for performance prior to the performance by the other party. If the performance of the obligations of the party who is to perform first is not in conformity with the agreement, the party who is perform later has the right to reject the other party's demand for corresponding performance."

The explicit institutional connotation approach is applied to adapt to the cognitive context of the Anglo-American legal system. In the original Chinese, " 同时履行 " is a term from the civil law system, and there is no exact equivalent concept in the Anglo-American legal system. The translation does not directly translate the term but uses a conditional clause introduced by where to explicitly present the applicable scenarios of the institution that the parties have mutual debts, and there is no order of performance, and then uses perform simultaneously to clearly define the core action, converting the abstract right into a concrete expression of scenario and action. This strategy avoids misunderstandings by the target language readers due to the lack of institutional context, ensuring the accurate transmission of legal connotations in different legal system contexts.

4.2. Ostensive-inferential communication
Communication is a process in which the speaker conveys the intention of information through explicit actions,

and the listener infers based on the context assumptions to obtain the communicative intention. The English translation of the Contracts Volume, as a cross-cultural legal communication behavior, needs to optimize the explicit information and guide the readers of the target language to infer the path, in order to accurately convey the legal intention.

From the standpoint of ostensive, the translator is required to translate the core information of texts of the source language law into explicit signals that can be recognized by the receivers and readers of the target language. The core elements of legal provisions constitute the core of explicit content. The translator must make sure that these components are discernible via word choice and sentence structure adjustments. "But, having a correct understanding of these terms can be achieved via reasoning and inferring with regard to context. This process of inferences can be based on legal principles, case laws, legal interpretation, and some kind of logical reasoning to find the meanings and application of the specific term" [9].

At the inferential level, the translator needs to predict the readers' contextual assumptions in the target language and adjust the way information is presented to guide them in constructing a correct reasoning chain. The differences between the Chinese and English legal systems may cause readers to have different contextual associations for the same concept. The translator needs to limit the readers' reasoning direction through the structured arrangement of explicit information. The translator can adjust the sentence order, use logical connectives, etc., to guide readers to reason according to the internal connection of legal logic, ensuring that they can deduce the legal consequences consistent with the source language from the explicit information.

Example 2:
SL: 第四百九十八条 " 对格式条款的理解发生争议的 , 应当按照通常理解予以解释 . 对格式条款有两种以上解释的 , 应当作出不利于提供格式条款一方的解释 . 格式条款和非格式条款不一致的 , 应当采用非格式条款 ."
TL: "If a dispute over the understanding of standard terms occurs, interpretation shall be made in accordance with common understanding. Where there are two or more kinds of interpretation, an interpretation unfavorable to the party furnishing the standard terms shall prevail. Where the standard terms are inconsistent with non-standard terms, the latter shall prevail."

The word "shall" appears three times in the text, all indicating mandatory legal requirements. However, the Chinese word " 应 该 " naturally distinguishes its applicable scenarios through semantics in different contexts. In English legal texts, "shall" can represent obligations, but repeating it multiple times can be monotonous. Moreover, it needs to be strengthened through syntactic structures to clarify the logical relationship. The translator adopts a conversion translation method, translating the first two "shall" as "interpretation shall be" and "an interpretation... shall", and the third "shall" as "the non-standard term the latter shall prevail." By changing the subject from understanding the format clause and interpreting the format clause to "the interpretation", "the non-standard term", the core action of each sentence is made more prominent.

Meanwhile, the conditional clause " 对 格 式 条 款 的 理 解 发 生 争 议 的 " was transformed into an "if" conditional clause in English, clearly establishing the logical relationship. This conversion not only retained the core explicit information of the mandatory interpretation rule but also made the translation conform to the syntactic habits of English legal texts, helping readers quickly infer the three major principles for interpreting the standard terms.

4.3. Relevance and optimal relevance

The maximum relevance refers to the situation where the audience can obtain the maximum contextual effect with the least cognitive effort. The optimal relevance, on the other hand, requires the audience to make a reasonable cognitive effort and then obtain sufficient contextual effect. The English translation of *the Contracts Volume* needs to strike a balance between these two relevance: avoiding information distortion caused by excessive pursuit of "minimum cognitive effort" that is pure maximum relevance, and preventing the burden on readers due to excessive information redundancy that is deviating from optimal relevance. "In practical communication, speakers cannot and will not go to great lengths to maximize "ostension" for the benefit of the listener's understanding, and listeners, likewise, do not mobilize their entire "cognitive context" to decipher the speaker's intentions in the interest of effective communication" [10]. At maximum relevance, the translator must fully consider the cognitive habits and legal knowledge reserves of the target language readers. By simplifying redundant information and using expressions that conform to the norms of English legal texts, the translator can reduce the readers' comprehension costs.

To achieve optimal relevance, the translation should construct in the target language a contextual effect that is similar to that the readers of the translation would get when they read the source language text in its legal context. "Communication occurs because people instinctively stick with the principle of appropriateness, where they intuitively want to conduct effective exchanges by making as much of what is communicated relevant as possible" [11]. This means that translation cannot give up on accurate transmission of legal information for the sake of cognitive convenience. As to legal concepts or systems with Chinese characteristics, semantic supplementation and logical reinforcement methods should be adopted so that the readers of the target language can understand the special connotation of these concepts and systems in their own cognition.

Example 3:
SL: 第五百四十三条 " 当事人协商一致 , 可以变更合同 ."
TL: "A contract may be modified if the parties reach a consensus through consultation."

The core term "alter the contract" in the Chinese legal context clearly refers to the modification of the contract content. In English legal texts, "modify a contract" is the standard term for expressing modifying the contract content, while change a contract is more focused on the overall state change of the contract and is prone to ambiguity. The translator adopts term correspondence conversion, translating " 变更合同 " as "a contract may be modified", and " 协 商 一 致 " for "reach a consensus through consultation", precisely corresponding to the connotation of reach a consensus through consultation. The translation uses equivalent term mapping, enabling English readers, especially legal practitioners, to directly associate with the contract modification rules in their cognition without additional reasoning about the term's meaning, while the choice of "modify" ensures the precision of the legal concept.

5. Conclusion

The paper studies Relevance Theory to translate English-Chinese legal terms from the perspectives of relevant context, ostensive inferential model, optimal relevance, and interpretative resemblance. Applying this theory to *the Contracts Volume* English translation, there is double benefit, on the theoretical side, it adds cognitive and

communicative perspectives to the Chinese legal translation research scope and offers a more comprehensive framework to study legal translation rules and complex theories, on the practical side, in global business situation, correct interpretation of *the Contracts Volume* will make it much easier for foreign parties to engage in cross boundary transactions and avoid misunderstanding.

Firstly, Relevance theory is a good theory for legal translation. Legal translation is not linguistic translation; it requires cognitive context conversion in cross-cultural communication. Translators have to take legal system differences and the target reader's habits into account and still maintain legislative intent. The ostensive-inferential model, plus the difference between max, optimal relevance, steers people in handling the basic problems of term-equality, logic, and cultural-adaptation.

Second, in terms of ostensive-inferential, contract translation expresses the legal intention by making explicit information as precise as possible and prompting inference. As for translators converting source essentials into recognizable signals through exact words and sentences adjustments, for Chinese-related legal ideas, use equivalent target terms for reader's reduced labor. Inferential-translators assume the target reader's assumptions, taking into account the differences between the Chinese-English legal systems and structuring information to inform the target readers' legal-logic reasoning so as to provide consistent legal consequences as the source.

Thirdly, translation depends on the maximum and optimal relevance principles. Legal information transmission strikes a balance between the two to make them work. Maximum relevance requires minimum cognitive effort, eliminates redundancy, uses simple standard English legal terms; adopt mature target terms for foreign concepts. Optimal relevance has to be aligned with the source legal context, and building up consistent contextual effects, but without sacrificing accuracy for the sake of convenience, and supplemented in semantics and logic for those special ideas, so they could be understood

Finally, research suggestions for future work: Expand the corpora to compare contract English translations into other languages, extend to different legal texts; Conduct an empirical research survey of non-Chinese speaking foreign legal business people on their understandings of these translations to gauge the effectiveness of the strategies.

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