

Functions and Translation of Nominalization in Business Contracts

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Abstract

Nominalization refers to the process of producing a noun from another part of speech or the derivation of a noun phrase from an underlying clause. In order to fulfill the specific analysis of nominalization in business English contract, a corpus has been created with typical contracts. Based on a self-built business contract corpus, aspects of English nominalization, including its frequency of use, meaning selection and discourse position and function, have been examined. This study has found that nominalization is one of the most important characteristics of business contracts, and English nominalization can function mainly to improve the conciseness, formality, objectivity, and cohesiveness of the discourse. Meanwhile, the different characteristics of nominalization require different translation strategies and methods. The findings of this study may have implications for the business English teaching and translation.

Keywords: *Nominalization; Business Contract; Function; Corpus*

1 INTRODUCTION

Nominalization has been the focus of structuralism linguistics, conversion generative grammar, systemic functional grammar and cognitive linguistics. According to A Dictionary of Linguistics and Phonetics (David, 1997), nominalization refers to the process of producing a noun from another part of speech or the derivation of a noun phrase from an underlying clause. The theme of nominalization has been a long-standing debate. The scholars in favor of the nominalization, have the idea that the use of nominalization make technical and academic discourse objective and formal, which can improve the discourse. The opposers argued that nominalization, is widely used, but too abstract and formal, therefore, is generally considered as abstract and unclear expression which indicates the low level of writing performance (Jerz, 2007). However, what is the standard of judging nominalization, and how do we correctly understand nominalization in different genre of discourse? The present study has not covered the above questions. Nominalization, the main form of ideational grammatical metaphor, is widely used in official discourse.

Business English contract is a kind of written legal binding document signed by parties with legal status in business activities. The language of business English contract is formed, developed, and used in commercial activities; it is based on English as common language with the characteristics of both commercial English and legal English. The author attempts to analyze the business contracts within the framework of systemic functional grammar. Research includes three aspects: 1) the frequency of nominalization. 2) the positioning and characteristics of nominalization in noun phrase and sentence. 3) the functions of nominalization in business contract.

2 LITERATURE REVIEW

At present, the research of nominalization is mainly carried out within functional grammar and cognitive linguistics. According to Halliday's systemic functional grammar, nominalization, is any process by which either a noun or a syntactic unit functioning as a noun phrase is derived from any other kind of unit such as a verb or an adjective (Halliday, 1994). Heyvaert in his book A Cognitive - Functional Approach to Nominalization in English put forward

the systemic analysis of nominalization based on the use of rank shift and prototype (Heyvaert, 2003). Yang Xinzhang respectively selected the different type of discourses as corpus to analyze the nominalization, such as the simple reading, scientific and legal discourse (Yang Xinzhang, 2006). Wang Lifei and Chen Gong studied the use of nominalizations in argumentative writings by Chinese EFL learners, with a comparison to native English corpus (Wang Lifei and Chen Gong, 2008). The study has found that generally the use of nominalizations by Chinese EFL learners is less than English native speakers, but the difference is not statistically significant. Xu Yuchen probed into the mechanism, categorization, and interpersonal function of nominalization, on the basis of the metaphor theory in systemic-functional linguistics (Xu Yuchen, 2009). Baratta studied on six undergraduate students to test the connection between nominalization and academic writing (Baratta, 2010). The result demonstrates that nominalizations do not necessarily play a prominent role within the academic writing of this community. GuoJianhong discussed the functions of nominalization in scientific English discourse, to promote the translation quality of scientific text (GuoJianhong, 2010). Zhou Min analyzed the use and characteristics of nominalization in advertising English (Zhou Min, 2012).

To sum up, there are different characteristics and regularity for different genres of discourse. Business contract discourse, with the features of business English and legal English is significant to carry out research, under the background of economic globalization.

3 METHODOLOGY

The qualitative research method is mainly adopted to investigate the occurrence and frequency of nominalization in business English contract and reveal the function of nominalization in the discourse accordingly. The descriptive method is also applied to define nominalization and analyze the function, on the basis of Halliday's systemic functional linguistics theory. The study is carried out by two main steps: corpus establishment and data analysis .

3.1 Corpus Establishment

To find out the occurrence and frequency of nominalization as well as the functions of nominalization in business English contract discourse, we need to select business English contracts to build a corpus. To guarantee the objectivity and representativeness of the corpus, the principles of selecting contracts are as follows:

Quantitative principle. Even if the quantity of the corpus is not very big, it should cover most sorts of business English contracts in commercial activities, therefore the corpus can reflect the basic phenomena of nominalization in the discourse.

Qualitative principle. All the contracts should be chosen from real business contracts signed in business activities.

Significant principle. The corpus created for the study should reflect the interaction process among social members significantly.

Based on the above principles, 20 business English contracts signed in real business activities were selected and changed into model contracts for objective purpose, that is to say, the fonts, the character size and the space between rows in the contracts are changed to the same respectively for the purpose of accuracy. In order to make the result significant, 10 typical contracts were selected from these 20 contracts for setting up the corpus finally. A corpus of 10 typical business English contracts is created including Contracts for International Sale of Goods, Contracts for International Technology Transfer, Contracts for Sino-foreign Joint Ventures, Contracts for International Engineering Process, Contracts for Compensation Trade, Lease Contract, Sales Agent Agreement, Exclusive Distribute Agreement, Computer Software Licensing Agreement, and Partnership Agreement.

3.2 Data Analysis

The statistical method was used to reveal the occurrence and frequency of nominalization, using a spreadsheet program MC Excel.

TABLE 1 OCCURRENCE AND FREQUENCY OF NOMINALIZATION

Number of contracts	Number of pages	Number of clauses	Occurrence of Nominalization	Frequency of Nominalization
10	103	1765	1146	65%

As is shown in Table 1, the number of total pages of these contracts is 103 pages, 1765 clauses are contained in these contracts, and the phenomena of nominalization occurred in the contracts is 1146, the proportion of the occurrence of nominalization to the number of clauses results in the frequency of nominalization 65%. This striking figure shows that nominalization distributes widely in the clauses.

4 THE FUNCTIONS OF NOMINALIZATION IN BUSINESS ENGLISH CONTRACTS

Based on the above analysis, it is clear that nominalization is the major phenomenon in business English contract discourse. Halliday explains nominalization as: any semantic element can be construed as if it was an entity (grammaticised as a noun) and the general drift is towards “Thingness”. He also points out that nominalizing is the single powerful resource for creating grammatical metaphor (Halliday, 1994:352). Fan Wenfang maintains that nominalization turns semantic functions as processes, qualities into entities; this device allows us to utilize the full grammatical resources available to Entities (Fan Wenfang, 2001:63). This means, like nouns, the nominalized words can be classified, quantified, qualified, identified and described. In other words, the nominalized words can be numbered; they can have attributes of adjectives, possessive pronouns; they can become objects of verbs or prepositions. Treating the nominalized words as things makes it possible for them to do anything nouns can do in the grammar. Nominalization helps the expansion of meaning potentials and this nature of nominalization determines its functions in business English contract discourse.

4.1 Realize the Conciseness

Jespersen believes that the use of nominalization “enables us to avoid some lengthy expression which is usually expressed by “clause” (Jespersen, 1965). Nominalizations, frequently used in the business contract, can enrich the content of discourse, realize the conciseness (more information with less words). Due to high density of words, the use of nominalizations can completely get rid of oral description of subjectivity, refine the legal texts. Consider the following sentence:

“Unless the supply of replacement goods or the repair is effected within 5 days of receipt of such notice by the Seller (from Contracts for International Sale of Goods)”.

If the nominalization isn’t used, the above sentence can be rewritten as: unless when the seller has received the notice, the goods which is replaced or repaired can be supplied within 5 days by seller. Compared with the latter sentence, the sentence including nominalization is concise and refined, and conforms to the style of contract.

4.2 Enhance the Formalness of the Discourse

The higher the degree of nominalization, the greater the lexical density, thus the text will be increasingly formal. Yang Xinzhang made a corpus-based analysis of the distribution of nominalization in different genres and drew a conclusion that nominalization is a grammatical choice made by the language user and that stylistic variants are closely related to the distribution of nominalization and that the more formal a style is, the more nominalization exists in it (Yang Xinzhang, 2006). Legal English is a very formal language in which nominalization played a very important role. Consider:

“In contravention of the agreement between the partners, where the circumstances do not permit a dissolution under any other provision of this section, by the express will of any partner at any time; By any event which makes it unlawful for the business of the partnership to be carried on or for the members to carry it on in partnership; By the death of any partner; By the bankruptcy of any partner or the partnership; By decree of court under Section 32 (From Partnership Agreement)”.

In the above provisions, there are some verb-based nominalizations such as contravention, dissolution, death, bankruptcy, which improve the rigour and formalness of the language.

4.3 Highlight the Objectivity of the Discourse

Nominalization transforms the process and logical relationship reflected by verbs in congruent form into nominal group so as to rid itself of subjectivity described in oral language and the effect of action process (Yue Haopin, 2005). Business English contract lays particular stress on objectivity and plan for eliminating the effect of individual feelings and willing. For example: “Any attempted the assignment in violation of this Clause shall be void (from Sales Agent Agreement)”.

If the nominalization isn't used, the above sentence can be rewritten as: “If you attempt to assign under that condition that you violate this clause, it shall be void”.

The use of “the assignment” avoids the impact of actor “you” on the process “to assign”. The organization of the discourse by means of nominalization averts the influence of subjective factors and realizes the objectivity of the discourse.

In addition, the nominalization structure can increase the objectivity of the discourse by the loss of modal meaning. For example: “The use of super-heated steam enables an improvement of its performance (from Contracts for International Technology Transfer)”.

If the nominalization isn't used, the above sentence can be rewritten as: We can improve its performance when we use super-heated steam.

Since the subject (we) and modal auxiliary (can) is lost, it can make readers aware of the objective fact in the narrative form, and avoid the influence of subjective factors, thus make the writing more objective and fairer.

4.4 Contribute to the Logico-Semantic Cohesion of the Text

Clause is divided into theme and rheme from the perspective of textual function, and known information and new information from the perspective of information structure. Generally speaking, the theme is the starting point of information and the known information; rheme is extended part of clause, bearing the new or unknown information. Compared with the theme, rheme can impress the readers. Fann pointed out that nominalization can achieve cohesion through the effective connection of theme and rheme (Fann 1999). Namely, the rheme of preceding clause function as the theme or rheme of the latter clause by nominalization. For example: “The party A shall establish the staff and remunerate for them, who prepare and construct office. The establishment, remuneration and the expenses of the staff of the preparation and construction office, when by both parties, shall be covered in the project budget (from Contracts for International Engineering Process, 2006)”.

The verbs “establish” and “remunerate” act as the Rheme in the preceding clause, while the nominalization words “establishment” and “remuneration” act as theme in the latter clause. The establishment of a new “theme and rheme” relationship makes the text coherent adequately, and transfers information smoothly. Therefore, nominalization as a cohesive device play a significant role in contract.

4.5 Increase the Communicative Purpose of Discourse

The difference of discourse types is reflected not only in the vocabulary selection and text structure, but also in the communicative purposes of discourse. For example, the legal documents embody the compulsoriness of the mandatory laws and regulations. The scientific research literature reflects the objectivity of the scientific research achievements, the business contract should highlight the preciseness, accuracy and certainty in contract execution. Nominalization can increase the communicative purposes of discourse through the location of nominalization words of certain meaning. The nominalization words of certain meaning are located in the clause of non-core rheme. The purpose is to draw the reader's attention to the rheme (non-core content), and show the rigour of business contracts.

For example, the clause “the buyer will be entitled to cancel the contract by notification to the seller (from Contracts for International Sale of Goods)” fixing the non-core side content by the nominalization word “notification”,

indicates the “notification to the seller” is determined, without any vagueness.

It reflects that the author attaches importance to the conventional contents of the contract without consultation, as well as rigorous and strategic language processing. Another example, “The buyer shall effect the payment immediately upon the presentation of the bill of exchange and the required documents”. The non-core side content “the presentation of the bill of exchange” belongs to the conventional content, required as follows: first, the bill is a draft, the second, the draft is required to have submitted. These rules are fixed, without consultation, placed in the rheme, with the purpose to arouse the reader’s much attention. As a result, the use of nominalization increase the communicative purpose of discourse.

5 IMPLICATIONS ON TRANSLATION TEACHING

From the perspective of the three purely rational functions of functional linguistics, the use of nominalized structures promotes the objectivity and formality of business contracts, their simplicity and rigour, their profound meaning, their tightness of articulation, their logicity, and the characteristics of dignified style. In addition, an examination of the corpus reveals that there is a large number of lexical nominalizations in contracts, as well as the nominalization of the “that” clause structure and the “V-ing” sentence nominalization. Therefore, the following three translation methods are suitable for contractual translation.

5.1 Conversion

Conversion refers to the translation method in which the lexical categories are converted in the translation process in order to make the translation readable and logical. Due to the difference in sentence structure and expressions between Chinese and English, it is very necessary to convert the lexical nature when translating. In contract translation, the conversion method is often used for nominalizations, converting them into adjectives, verbs, adverbs, and conjunctions. For example:

The determination of sales and marketing strategies and DISTRIBUTOR selling prices for the Product within the Territory Territory shall be the responsibility of DISTRIBUTOR, after consultation with OWNER who may provide DISTRIBUTOR with a suggested resale price list as well as advice in regard to business processes, sales policies, procedures and systems, marketing programmer and promotions.

Reference translation: 制造商可向分销商提供转售价目表的建议以及关于业务流程、销售政策程序和系统、营销计划和促销活动的建议。分销商与制造商协商后, 分销商决定国内的销售策略, 并应对产品的售价负责。

The two nominalized forms of the sentence (“determination” and “consultation”) correspond to the process nominalization in the lexical nominalization. Both nominalizations are derived from the verbs “determine” and “consult”. In translating this sentence, the author adopted the translation technique of converting the nouns in English into the verbs “决定” and “协商” in Chinese.

5.2 Compression

Compression is a translation method that uses one word to express the meaning of two or more words in the original text, which can express the same information in a shorter form. As the phenomenon of overlapping two synonyms often occurs in English contracts, the translation technique of compression makes the translation more concise and fluent. For example,

No failure or omission by owner or distributor in the performance of any obligation under this agreement shall be deemed a breach of this agreement of create any liability.

Reference translation: 制造商或分销商因不可抗力因素而未能履行本合同义务的, 不得被视为违反本合同, 或视为产生责任。

5.3 Transposition

In contractual discourse, nominalized structures imply subject matter, logical relationships and tenses. In translation, the translator can convert the implied subject, logical relationship or tense into an independent subordinate clause.

For example

Early termination pursuant to the above paragraphs shall not relieve either party of any obligation arising hereunder prior to Such termination including, without limitation, distributor's obligation to purchase product covered by purchase orders submitted by distributor to owner.

Reference translation:根据上述各项的要求,即使本合同提前终止,任何一方在合同终止前不得被免除产生的以下义务,包括但不限于分销商有义务购买其向制造商提交的采购订单所涵盖的产品。

In the above example, the nominative construction “Early termination” is the subject of the sentence. The nominalization is implicit in the text, so the translator converts the nominalization into a separate clause, which complements the concessional conjunctions and pronouns by translating the Chinese nominalization into “即使本合同提前终止”.

In nominalization, the “that” clause is used as the subject or object of the sentence, acting as a noun. In translation, the “that” clause structure is often translated into a sentence in order to make the sentence flow more smoothly. For example,

Notwithstanding any other provision herein, the parties hereto agree that this agreement shall automatically terminate without Notwithstanding any other provision herein, the parties hereto agree that this agreement shall automatically terminate without requirement of notice to the defaulting party or an opportunity to cure, upon the occurrence of the following events.

Reference translation:尽管本合同另有规定,但合同双方同意一经发生如下事件,无需通知违约方,也不给违约方补救的机会。在此情况下,本合同自动终止。

In this example, the nominalized clause structure guided by that acts as a noun in the sentence and is the object in the sentence. In the translation, this nominalization is translated into a single sentence, i.e. “This contract is automatically terminated”.

In addition, in the “V-ing” nominalization, the verb participant, the subject-verb relationship and the object-complement relationship are all implied in the discourse. Therefore, in the translation process, the translator translates the nominalization of 'V-ing' into separate clauses to supplement the implied logical relations. For example,

The entering into of this Agreement will not result in the violation of any of the terms and provisions of any agreement, written or oral, to which distributor may be a party.

Reference translation:分销商作为本合同的一方,在其订立本合同后,不得违反合同的任何条款,无论这些条款是书面的还是口头的。

In the above example “the entering into of this Agreement” is the subject of the “V-ing” clause. “The entering into” and “this agreement” have a logical verb-object relationship, and the participants in the action and the tense need to be completed in the translation. Therefore, the “V-ing” clause in this contract is translated as “after the conclusion of this contract”. By using the transliteration method, the entire translation is made more fluent.

CONCLUSIONS

Nominalization, the main form of ideational grammatical metaphor, is the major phenomenon in business English contract discourse. Nominalization plays an important role in business English contract discourse, because of its strong ideographic function. In business English contract, nominalization functions as follows: realize the conciseness, enhance the formalness of the discourse, highlight the objectivity of the discourse, contribute to the logico-semantic cohesion of the text, and increase the communicative purposes of discourse. The findings of this study have implications for business practice and business English teaching, though there is room for improvement of the study. If the capacity of corpus is expanded, more significant research will be carried out.

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