# LAW AND CHINESE

Donald Clarke

Aug. 1, 2016

## 1 Introduction

This paper will address the significance of Chinese language skills in my professional life, which largely has involved working as a lawyer representing clients in China-related matters, working as an expert witness in legal proceedings involving China, and working as an academic engaging in teaching and research in the field of Chinese law. While it might seem obvious that facility in Chinese is essential, or at least highly advantageous, in all these endeavors, there are some interesting differences in the reasons that are worth unpacking. I shall start with some general observations, and then discuss these particular areas more specifically.

## 2 General observations

### *2.1 Chinese in Chinese studies*

There's one very simple and important reason why knowing Chinese is very important if you work with China: it's very hard to get good and reliable translators and interpreters. Chinese is not like Spanish, with many cognates and a similar grammatical structure with subjects, verbs, objects, relative clauses, etc. An interpreter going in either direction can help you discuss melamine poisoning in Spanish without advance notice because the word is "melamina". But in Chinese it's 三聚氰胺 (san1 ju4 qing2 an1); there are few interpreters who are going to know that word offhand.

This kind of problem is actually not so bad, because you know it's there and it can be solved simply by taking more time, although that can be annoying and frustrating. But the more serious problem is the misunderstanding that is not obvious; the interpreter or translator thinks they understand, but do not, and you will have no way of ever knowing that there was a miscommunication. Over the course of decades of sitting in conferences listening to interpreters as well as reviewing translations into Chinese of academic and legal English, I have come to realize that these mistakes are actually very common, even with very good translators. And very good translators—the kind that only make a few mistakes—are thin on the ground. They are unlikely to be in the interpreters' booth at your conference.

If you are drafting contracts, even a few mistakes are too many. The translation must be perfect. This means that no matter who has done the translation, it must be reviewed by a linguistically competent lawyer; anything else is malpractice in my book.

It's important to realize here that the person reviewing a translation (or listening in on an interpretation) doesn't necessarily have to be better in both languages than the person doing the translation. The translator may come up with a way of putting something that the reviewer would never have thought of. But the reviewer has to be able to know if that way of putting it is correct, and has to have a good enough sense of the language to know when to go back to the translator to ask further questions.

Similarly, you don't have to be better than the person doing interpretation in order to check on their accuracy. All you need to be able to do is to follow along and catch the mistake when it occurs. For example, I was in a meeting discussing legal matters in which the interpreter was the best I have ever worked with—so good that according to legend, when she was translating for US government officials at high-level meetings in China, she so impressed Zhu Rongji that he asked her to be his interpreter at times as well. I could not possibly have matched her for linguistic facility or ability to think up creative solutions to apparently insoluble translation problems. But we were talking about technical legal issues and there were some distinctions she did not know about. I don't recall the exact distinctions in question: it might have been something like the difference between *fayuan* 法院 (court) and *fating* 法庭 (tribunal, or at least some word other than "court"), which is important because when one discusses the establishment by the Supreme People's Court ("SPC") of adjudicatory bodies in Shenyang and Shenzhen, it's important to know whether they are tribunals (that is, branches of the SPC whose decisions count as decisions of the SPC itself) or courts (that is, adjudicatory bodies below the SPC whose decisions can be appealed to the SPC.)[1]

The point in either case is that you just cannot outsource the final check for accuracy. Translators and interpreters will make mistakes, and you have to take account of this fact.

### *2.2 Chinese in Chinese law*

Turning to my own professional field—legal studies—Chinese has a number of interesting features that cause difficulty in legal texts and are liable to lead to translation errors, therefore making ability to read in the original essential. There is a certain school of thought that holds that the Chinese language is inherently vague and unsuited to the expression of precise legal concepts. One hears this these days more from Chinese themselves than from foreigners; to me it seems to represent a certain self-Orientalizing trend. Chinese legal texts can indeed be vague and ambiguous, but

[1] I should stress that it may not have been this mistake at all; I don't want to do an injustice to this extremely talented interpreter. But it was something along these lines: a distinction that one needs to know a fair bit about the Chinese legal system in order to appreciate.

in my view that is because precision is not very important among the institutions that use these texts. When legal decisions start hinging on comma placement,[2] then Chinese legal drafters will start worrying about comma placement.

With that in mind, here is a review of some of the more frequently found ambiguities in Chinese law.

### 2.2.1 Lack of subject

Chinese can be very handy in that it doesn't demand that every verb have an explicit subject. But this can create problems in legal drafting when rights, powers, and obligations are being assigned. For example, China's first Company Law, passed in 1993, stated that various violations were punishable by various sanctions, but didn't say who had the authority to find the violation and impose the sanction. A case in point is Article 209, which reads in relevant part as follows: 公司的发起人、股东在公司成立后，抽逃其出资的，责令改正，处以所抽逃出资金额百分之五以上百分之十以下的罚款。 ("Where the promoter or shareholder of a company, after the establishment of the company, improperly withdraws contributed capital, [missing subject] shall order that the matter be rectified, and impose a fine of from 5 to 10 percent of the amount withdrawn.") Because the subject is missing, the translator has two choices: use the passive voice ("… an order shall be issued to rectify the matter, and a fine shall be imposed …") or figure out who is meant and insert it into the translation.

Translators typically take the former route—and indeed, that is the safer route than trying to figure out who is meant. Even though the intended subject is almost always the State Administration of Industry and Commerce (something that professionals dealing with the Company Law "just know"), it was apparently not always intended by the drafters to be so. We know this from the 2005 revision to the Company Law, when all the agent-less verbs were supplied with a specific named agent. Thus, for example, the provision quoted above now specified that the action would be taken by the "company registration authority." But in another provision (Art. 211 in the 1993 Company Law, Art. 202 in the 2005 Company Law) the unnamed government department responsible for levying fines on companies who kept extra (and different) sets of books was revealed in 2005 to be not the company registration authority, but the finance department of the government at or above the county level.

[2] See, e.g., William W. Van Alstyne, "A Constitutional Conundrum of Second Amendment Commas," *Green Bag 2d*, vol. 10, 2007, pp. 469-481, available at http://ssrn.com/abstract=1895576.

The systematic removal of these ambiguities in the 2005 revision to the law leads to the conclusion that it was unintentional the first time, and not the kind of deliberate ambiguity we sometimes see in statutes because the drafters needed to paper over some controversies. But it was the nature of Chinese that made it possible for inexperienced drafters to fail to notice the problem in the first place.

One could commit the same mistake of absent-mindedness in English only if one put every assignment of rights, powers, and duties in the passive mood: "in case of violation X, a fine of $Y shall be imposed." A reader limited to the translation would get the impression that Chinese legal drafters love the passive mood. The original Chinese makes it clearer that the drafters most likely had some kind of agent in mind, but simply neglected to make it clear because within the drafting community everyone knew who it was.

### 2.2.2 *Yishang*, *yixia*, etc.

Readers of Chinese legal texts are often bedeviled by the use of "X *yishang*" (以上) and "X *yixia*" (以下). These are terms that can respectively mean "more/less than X", but can also mean "X or more/less." The question is, is X included or not? If a physicist is talking about the number of atoms in the universe, it doesn't matter. But if we are talking about the number of votes of a six-member corporate board necessary to pass a resolution, then it matters critically whether the law calls for "two thirds or more" (*i.e.*, at least four) or "more than two thirds" (*i.e.*, at least five).

Chinese drafters are aware of this problem and have tried to solve it by specifying whether these expressions include X, either in particular statutes or in a general statute. But then they often forget their own rule. For example, the Company Law often uses *yishang* and *yixia*, and it does not tell you in its text whether these expressions include X. We must therefore look to a more general statute, the General Principles of Civil Law, which sets forth a default rule that such expressions *do* include X[3]. But in Article 41 of the Company Law, we are told that if neither the chairman nor the vice chairman of the board is able to preside over a board meeting, a presider shall be selected by a vote of "half *yishang*" of the board members: in other words, according to the rule of the GPCL, half *or more*. This means it is possible for two competing presiders to be elected, if each gets the votes of exactly half the board. This awkward situation can't have been intended by the drafters, and can be avoided if we interpret "half *yishang*" to mean the more sensible "more than half" or just "a majority". But the structure of the law forbids us to do that.

[3] See General Principles of Civil Law, art. 155.

One is unlikely to know that any of this confusion even exists if one has to rely on translations. The translator translating the Company Law is unlikely to know of the existence of the default rule of the General Principles of Civil Law. If they are smart, they will realize that translating "half *yishang*" as "half or more" leads to problems, and so will be tempted to translate it as "more than half." But that will hide entirely from the reader the fact that a problem exists, and we will understand the Chinese legal system a little less well as a result.

### 2.2.3 Should versus must

A continual headache in Chinese law is the inconsistent use of *yingdang* (应当), normally translated "should", and *bixu* (必须), normally translated "must". At times, *yingdang* appears to mean only "should" but not "must." For example, Article 32 of the Marriage Law says that courts "should" conduct mediation before granting a divorce, but should grant the divorce if the mediation is unsuccessful. A commentator on an earlier version of the same provision back in 1988 argued that mediation should not be considered required where one party has, for example, committed treason or been sentenced to death.[4] And if mediation is clearly going to be unsuccessful, it seems needlessly formalistic for the law to insist on everyone's going through the motions. Thus, *yingdang* can here be understood as a directive to courts telling them to do something in most cases, but to allow for appropriate exceptions. And this interpretation of *yingdang* is strengthened by the fact that elsewhere in the corpus of Chinese law, drafters use the unambiguous term *bixu*. Since they know how to say "must" when they really mean it, it makes sense to suppose that when they don't say "must" unambiguously, they don't really mean it.

Alas, as Holmes famously said, "'The life of the law has not been logic: it has been experience.[5]'" And the experience of Chinese legal drafting is that *yingdang* is often used where there can really be no question that the drafters meant "must." For example, Article 3 of the Law on Residents' Identification Certificates states that when residents apply for ID cards, they *yingdang* submit their fingerprints. Can there be any doubt that the drafters intended this to be a mandatory requirement?

The existence of the *yingdang*/*bixu* puzzle tells us something important about the Chinese legal system, even though different hypotheses can explain it. One hypothesis would be that Chinese legal drafters are careless. If true, it's important to know this.

---

[4] Pan Jianfeng, "Tantan lihun susong de jige wenti" 谈谈离婚诉讼的几个问题 (A Discussion of Some Issues in Divorce Litigation), *Fazhi ribao* 法制日报 (Legal System Daily), Aug. 26, 1988, at 3.

[5] Oliver Wendell Holmes, *The Common Law* (1881), p. 1.

Another more intriguing hypothesis is that they are not careless; that the Chinese legal system accommodates a kind of obligation unknown and indeed incomprehensible in Western legal systems: a duty characterized as "legal" that is not exactly mandatory but at the same time is not exactly voluntary. Proposing that hypothesis then naturally leads the scholar into an inquiry as to exactly what that kind of obligation might mean both theoretically and institutionally, and again, we might discover something very important and interesting about the Chinese legal system.

But the non-reader of Chinese is unlikely even to know that this problem exists. Consider what a translator might do when faced with *yingdang*? There are four possibilities: (a) translate it consistently as "should"; (b) translate it consistently as "must" or "shall"; (c) translate it sometimes as "should" and sometimes as "must" or "shall", depending on which word the translator feels is appropriate in context; and (d) translate it inconsistently and randomly, because the translator is not aware that there is even an issue to be concerned with here.

A reader of translated Chinese legal texts will miss something important about the Chinese legal system unless all translators consistently adopt the first approach, which is the only one that accurately reflects the puzzle and reproduces it in English. But simply to state the condition is to reveal how unlikely it is to occur in the real world.

## 3 Chinese in an academic career

It might seem trite to observe that for an academic purporting to specialize in Chinese law, a knowledge of Chinese language is essential. Imagine a Chinese scholar claiming expertise in American law, but dependent on Chinese translations of the Constitution, state and federal statutes, administrative regulations, and cases. Yet for a long time it has in fact been possible to write intelligently and enlighteningly on Chinese law without being able to read Chinese. This is so for several reasons. First, our background level of knowledge was much lower, and so the possibility of saying something new and interesting was higher. Second, there were more public resources, such as the Joint Publications Research Service (JPRS) and the Foreign Broadcast Information Service (FBIS), providing regular and reliable translations on a large scale.[6] Third, the volume of information from China was much smaller.

None of those conditions exists today. We know a lot more about Chinese law than we used to and the number of people working in the field is much greater, so it is correspondingly more challenging to say something that hasn't been said. Since 2013 FBIS and JPRS materials are no longer available to the public.[7] And the sheer volume

[6] Academics of a certain age will remember the era when successful academic careers could be built on FBIS materials.

[7] See Steven Aftergood, "CIA Halts Public Access to Open Source Service," Oct. 18, 2013, at

and diversity of sources of information on Chinese law, to say nothing of China more broadly, overwhelms any attempt to keep up as a specialist through translations. Thus, the ability to use original sources in scholarly work now seems indispensable.

There are a few exceptions to this general rule. Just as medical researchers who don't speak Chinese can do research on Chinese health care issues in collaboration with Chinese colleagues, so to can those with expertise in relatively technical areas of law fruitfully bring that expertise to bear on Chinese issues, even if they require the assistance of co-researchers or research assistants. Because this kind of expertise takes a long time to acquire, however, one typically does not see younger scholars making their mark this way.

Let me now address more specifically two important aspects of an academic career: research and teaching.

## *3.1 Research*

### 3.1.1 Interview research

Although I have read a number of papers where non-Chinese-speaking scholars appear to have gotten a lot out of interview research, it has always amazed me that this should be possible. I can only conclude that those who do this successfully must be exceptionally charming people and that those who were unsuccessful either didn't publish or somehow hid their lack of success through other means. In my own experience, being able to speak in Chinese with interview subjects has been an essential part of forming the kind of relationship that makes it possible to get frank and full responses.

Many of us have probably had experiences in which an interview begins with the interviewee stating the standard, official view on some matter. This is not necessarily out of a desire to bamboozle the interviewer; as I came to realize over the years, it is really more the playing of what the interviewee takes to be their expected role. For example, I have heard more than once a possibly apocryphal[8] anecdote about a Western academic interviewing a local government official about local economic performance. When the interviewer expressed doubt about the numbers, the official responded, "Oh, those are the numbers we report. You want the real numbers? Why didn't you say so?"

---

http://fas.org/blogs/secrecy/2013/10/wnc-ends/. JPRS was ultimately absorbed by FBIS.

[8] I am certain I have heard something along these lines somewhere, but an email circulated to several China studies colleagues asking for a source failed to yield a citation.

The official here was no more deliberately lying than the person who routinely answers, "Just fine!", when asked, "How are you doing?" by his colleagues passing him in the hall. Very frequently, one finds that if the interviewer displays some serious knowledge of the matter being discussed, the interviewee will immediately switch gears and be much more forthcoming. They didn't at first realize that you wanted to talk about reality.

This effect is magnified immensely if one can conduct the conversation in Chinese. If one is not using an interpreter and forcing the official to speak in English, naturally the conversation is going to be a little strained. If one is using an interpreter, then the bonding (even at a very modest level) that is needed to maximize the benefit of the interview is going to be almost impossible, since the interviewee in effect must bond with two people instead of just one. And no matter whether or not one uses an interpreter, if one can't conduct the interview in Chinese, it's going to be very hard to convince the interviewee that you have the kind of knowledge that will make the interviewee really open up.

For example, I recall discussing with some judges in the early 1990s the role of the Adjudication Committee in courts. At this time, there was very little English-language writing about this institution, although of course it was well known in the Chinese-language literature and among Chinese law scholars. Because I had read this literature, I was able to show the judges (and even better, to show them in Chinese) that I understood the issues that were being discussed in the Chinese legal community. Because I could show that I knew that this was a controversial institution *in China*, they understood that it was not necessary to pretend that it functioned in reality exactly as it was supposed to function on paper.

### 3.1.2 Research in written sources

Since it is too obvious to require saying that the ability to read Chinese-language sources is at the very least a great advantage in doing library research on China, let me address instead another issue that is, at least to some, not so obvious: how important is the ability to read traditional characters?

The question has to be asked because a number of Chinese-language programs in the United States do not teach traditional characters. I assume that nobody would quarrel with the idea that it would at least be *helpful* for people studying Chinese to be able to read traditional characters. Why, then, do so many programs not teach them? Never having put this question to the director of such a program, I have only the apocryphal answer: that the program has made a judgment that the benefit is not worth the cost to students in extra effort.

Assuming that is indeed the proffered reason, one might suspect that the real reason is in fact different: that Chinese teachers of PRC origin are cheaper than Taiwanese

teachers with a good Mandarin accent, and Chinese teachers from the PRC don't know traditional characters. (In my experience, Taiwanese and others who start with traditional characters have no problem picking up simplified characters.)

But let us assume the proffered reason is the real reason. It still does not hold water. Let us consider the burden versus the benefit, both of which need to be measured at the margin: the extra burden versus the extra benefit.

The extra burden has to be considered as a proportion of the entire burden of learning Chinese at all. Here is my unscientific estimate: if learning to speak, understand, read, and write Chinese to the degree of fluency necessary to conduct research and function professionally takes 100 units of effort without learning traditional characters, adding traditional characters into the mix is going to involve *at most* about five additional units of effort. This is not because traditional characters are easy, but because Chinese is hard, so the marginal burden is low.

If the marginal burden of learning traditional characters is actually pretty low, then what is the benefit? In short, being unable to read traditional characters basically means you cannot read anything published before around 1956, and you cannot read anything published after 1956 that was not approved by the propaganda department of the Chinese Communist Party.[9] Imagine a foreign student of English trying to learn about the United States while confining herself to materials published after 1956 and approved by the Republican National Committee. No Chinese-language program should blinker its students in this way.

It is certainly true that someone who learns Chinese in order to work professionally in or with China will not regularly be encountering traditional characters. But my experience as someone whose career in China studies has overwhelmingly focused on the PRC is that one does encounter traditional characters often enough, and at times when you would really want to be able to read them, to justify the relatively modest marginal effort involved in learning them. I would be very interested in knowing if this matter has ever been researched in a scientifically rigorous way; certainly it is an important question we need to know more about.

### *3.2 Teaching*

How does knowing Chinese help in teaching about Chinese law? There is of course the obvious element of credibility: students are going to have less confidence in you as a teacher if you teach about a society the language of which you do not speak. It is not of course impossible to have intelligent and insightful things to say in such circumstances—to the best of my knowledge, Max Weber did not read Chinese when

[9] One minor exception: simplified characters are also used in Singapore. But few people study Chinese in order to be able to read Singapore-published Chinese-language materials.

he wrote about China. But few of us will be perceived by our students as living Max Webers.

Perhaps more important is the fact that knowing the language enables the teacher to keep up on the latest developments in fields of his choosing, and not of the choosing of another observer who does read Chinese. This may not be so important in fields such as history or literature, which don't depend on current events, but if someone is teaching about the Chinese economy, or its politics or legal system, it's unquestionably an advantage to be able to conduct original research on short notice into recent developments.

## 4 Chinese in a legal career

### *4.1 Contract drafting*

Bilingualism may not be essential for every lawyer doing business in China—there are those who have made, and are still making, a distinguished career despite not knowing Chinese. But it is essential that they have on their team a lawyer who does know Chinese as well as English—not a paralegal, not a translation service, but a lawyer. Certain jobs just cannot be entrusted to anyone else.

Take, for example, the common practice of having Chinese- and English-language contracts in a deal. As discussed above, huge sums can turn on a few words, so perfection is really the only option. Some astonishingly incautious American business people will let the Chinese party handle both documents without any review by a bilingual person, let alone a bilingual lawyer, who is working for them. If they are reviewed, it's done sloppily. The American business person looks at the English contract, notes that it says that in case of dispute, the English version governs, and happily signs. What he does not know is that the Chinese version has important differences, including the very important difference that it does *not* say that the English version governs in case of dispute. The result is that in a dispute, a Chinese court has a Chinese contract that appears to govern, and all the American side has is an English-language contract that needs to be translated. The result is that the Chinese version governs.

As an example of what can go wrong, consider a contract I came across in my consulting practice. Business contracts typically have a clause dealing with how disputes shall be resolved, stating which jurisdiction's law shall apply and whether arbitration shall be required. In this contract, the dispute resolution clause in Chinese read as follows:

> *Applicable law*

*This agreement shall follow the laws and regulations of the United States of America, and at the same time the relevant laws of China may be referred to. If a dispute arises between the parties, after consultations between the parties it may be submitted to the relevant courts of Los Angeles or China for adjudication.*

Now there are so many ambiguities in this dispute resolution clause that the drafter, if a lawyer, should be disbarred for life. But let us look instead just at the official English version:

*Governing law*

*This Agreement shall be governed by the provisions of the laws and regulations of the United States, but it is also subject to relevant laws and regulations of the People's Republic of China, without regard to any conflicts of laws principles. Any disputes between the Parties shall be heard by a court of competent jurisdiction in Los Angeles or in China.*

Notice some pretty important differences: the Chinese version says that Chinese law "may be" "referred to"; expressions that respectively mean something less than "shall be" and "followed". The English version specifies that when applying a country's law, conflicts-of-law principles shall be ignored. (This is standard language telling us to apply the law of Country A except where that law tells us to apply the law of Country B.) This language is complete absent from the Chinese version. Finally, the English version states unambiguously that courts in both Los Angeles and China have jurisdiction over disputes; this probably means that whoever brings suit first can choose their venue. The Chinese version speaks of consultations between the parties, implying perhaps that agreement between the parties is required before either party may sue. (This provision is by its nature unenforceable, but its very presence invites confusion and therefore extra legal costs.)

It is clear that the two language versions of this clause were not reviewed by a competent and bilingual lawyer. The differences include entire phrases that occur in one version and not the other. If the Chinese contract had instead been in French or Spanish, the existence of problems would have been clear even to a monolingual English-speaking lawyer who was paying even a little bit of attention. Even if he did not know exactly what the problems were, he would be alerted to the fact that further inquiry was necessary. Our non-Chinese-speaking lawyer is blissfully ignorant of all that—until it's too late.

### *4.2 Negotiation*

That knowing Chinese helps a great deal in a negotiation with Chinese parties seems obvious. But again, the details are interesting.

It has been observed in other contexts[10] that knowing Chinese is a very important part of fitting in with and being trusted by Chinese colleagues. But the people you negotiate with are not your friends and colleagues. Your goal is to get the best deal you can, not to make friends.

In this situation, knowing Chinese is useful so that you can keep pace with what is going on without having to rely on a translator who may or may not get things right. At the same time, however, a real or apparent language barrier can come in quite handy. First, it allows you to slow things down when necessary. While a translation is going on, you can be thinking. Second, if you hide your Chinese ability, it allows you to hear things you weren't intended to hear. Third, it allows you to revisit matters that were agreed on by blaming the translator.[11]

None of this means, of course, that *actually* not knowing Chinese is an advantage. That will result too often in the standard, almost stereotyped picture of interpretation gone astray: one side speaks for five minutes, and the interpreter then offers just a few sentences. Clearly the interpreter either did not understand a great deal, or else is making judgments about what is important and what is not that are judgments only the listener may be qualified to make. Imagine Perry Mason cross-examining an eyewitness through an interpreter who decides to omit as unimportant an offhand remark by the witness that she had been to her optometrist two weeks before the murder.

As with written Chinese, the fundamental problem stems from the fact that Chinese is just too different from English to allow one to rely on an interpreter or translator if anything important is at stake.

## 5 Chinese language in expert witnessing

Finally, I would like to mention one more field where I have been active: as an expert witness on Chinese legal issues in litigation or similar proceedings outside China.

There is a great difference between writing and speaking about Chinese law as an expert witness and doing the same thing as a scholar. First, in the former case, a lot more turns on your views than in the latter case. Very large amounts of money can be at stake. Second, in the former case, you need to be extremely careful about what you say. Both expert witnesses and scholars need to worry about their reputation, of course, if they opine carelessly. But only expert witnesses say what they say under the

[10] See Perry Link's paper in this symposium.

[11] As Perry Link notes in his paper, Chinese diplomats (and presumably diplomats from other countries as well) may insist on communicating through interpreters even if their command of English is excellent. By doing so, they can speak only in approved verbal formulas, and can deny as misleading or incorrect any particular English version of what they said.

penalty of perjury, and only expert witnesses are subject to cross-examination by lawyers who are experts in the art of making you look at best foolish and at worst knavish.

Thus, it is absolutely critical to know what you are talking about and to know that you know it. And part of knowing what you are talking about is understanding the language of Chinese law and how to translate it correctly into legal English, where the placement of a comma can mean the difference between winning and losing.

For example, I participated in a case in which the Chinese phrase in question was in the form, "A, B *deng* (等) C", which in my opinion should be translated as "C-type matters of the nature of A and B". For example, if C is "crimes" and A and B are murder and rape respectively, we would render the sentence "crimes (C) such as murder (A) and rape (B)", and we could correctly say, "Some countries prescribe the death penalty for crimes such as murder and rape." The other side argued that the sentence in question meant "all C-type matters, which by the way include A and B"—a reading that makes the presence of A and B superfluous. Rewriting our English sentence above, it would mean, "Some countries prescribe the death penalty for crimes, such as murder and rape." Just a comma's difference. It was critically important to know whether C was limited to certain types of matters—that is, matters of type A and B—or included everything under the sun. It would have been utterly impossible to discuss this issue without a knowledge of Chinese. The challenge lay in discussing it in a way that could be comprehensible and convincing to a judge who did not, of course, speak Chinese.

## 6 Conclusion

To sum up, knowing Chinese in a career involving China is useful for more than just the same reasons we would say that knowing French is useful for a career involving France. The difference lies not just in the difficulty of Chinese, which means a difficulty in finding reliable translators and interpreters, but also in the quite different way of thinking behind Chinese. Understanding the language means understanding something about the culture expressed in that language. This is especially vital when dealing with a field such as law in which translation is frequently essential and important consequences can follow from the way that translation is done.