

Conditional Markers of Legal Texts: A Comparative Study of *Civil Code* and Its English Version*

Daohua Hu¹

School of Languages and Cultures, Shanghai University of Political Science and Law, Shanghai, China

Abstract—Conditionals have always been hot topics in linguistics. Biber (1995) analyzes the logical cohesion of 22 Korean registers, Yao (2017) analyzes the differences in the use of 22 conditional markers in Chinese from 8 registers, and they find that legal texts use the least connectives. However, their researches only focus on the comparison of registers from the same language, and do not carry out the comparison of the same register from different languages. From a cross-linguistic perspective, taking *Civil Code of the People's Republic of China* ('CC') and its English version ('ECC') as an example, this paper makes study of the conditional markers of legal texts, and finds that: First, the preconditions in CC are always expressed by *de* constructions, and the Chinese character *de* is the conditional marker. Second, the postconditions in CC are always expressed by *danshu*, and the words *danshi* (but/however) are the conditional markers. Third, the conditions in ECC are expressed by conditional clauses (i.e. initiated by *where/if*), relative clauses (initiated by *who, that, whose*, etc.) and other phrases etc., and they function as the conditional markers thereof. Fourth, the provisos in ECC are always introduced by *unless, provided that, except*, etc., which are the conditional markers thereof. Fifth, as for the use of conditional markers in legislative texts, Chinese is more stylized and rigid compared to those of English, which may have been influenced by the Plain English Movement.

Index Terms—legal texts, conditionals, conditional markers, *Civil Code of the People's Republic of China* ('CC'), English version of *Civil Code* ('ECC')

I. INTRODUCTION

Conditionals exist in many languages. The connectives indicating conditional relations between clauses are called conditional markers. As early as 1986, Traugott et al. published *On Conditionals*, and then Athansiadou and Dirven published *On Conditionals Again* in 1997. In China, Xing (2001) discusses sentence patterns of Chinese conditionals, and there are many other papers on conditionals as well. The above-mentioned researches have made in-depth studies on the syntax, semantics and pragmatics of conditional sentences from different perspectives, but do not analyze the differences of conditionals across registers.

From the perspective of register, Biber (1995, p.187-193) analyzes 22 registers of Korean and finds that the frequency of logical markers of different registers from high to low is: folk tales > private conversations > public speeches (unscripted) > novels > college textbooks > legal and official documents ('>' indicating *more than*, the same below). Yao (2017, p.247-260) analyzes the differences in the use of 22 conditional markers in Chinese from 8 registers and finds that the frequency from high to low is: formal conversations > lines of Spring Festival Gala > courtroom conversations > novels > Science and technology texts > poetry > folk stories > legal texts. They both find that legal texts use the least connectives. However, their researches only focus on the comparison of registers from the same language, i.e. Korean and Chinese respectively, and do not carry out a cross-linguistic comparison of the same register. From a cross-linguistic perspective, this paper takes *Civil Code of the People's Republic of China* ('CC') and its English version ('ECC') as an example to systematically investigate the use of conditional markers in legal texts.

II. LITERATURE VIEW

A. Classification of Conditionals

The classification of conditionals varies greatly due to different linguistic views. First, conditional sentences are classified according to the relationship between the clauses, such as Quirk et al. (1985), Biber et al. (1999), Declerck and Reed (2001), and Leech and Svartvik (2003). Second, conditionals are classified according to the tense-aspect form, logical relationship or hypothetical degree of verbs (Comrie, 1986, p.77-99). Third, conditionals are classified based on the cognitive domain referred to, such as Sweetser (2002). Fourth, conditionals are classified according to the

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¹ Daohua Hu, an associate professor at School of Languages and Cultures, Shanghai University of Political Science and Law, Shanghai, China. E-mail: hudaohua01@126.com.

relationship between the clauses and the preceding text, such as Ford and Thompson (1986). It can be seen that the classification of conditionals is mostly carried out from the perspective of semantic relationship and syntactic structure, but the form and meaning does not correspond one by one, so it is inevitable that different classification standards overlap.

In China, most researches in this field focus on the classification of conditionals, such as Feng (1999), Xu (2003, 2005), and Xu (2004). Yao (2011), based on Brown corpus and Modern Chinese corpus, compares the similarities and differences in English and Chinese conditionals.

B. Register-Based Researches on Conditionals

There are high levels of genre-dependence in the frequencies of classes of conditionals (Dancygier & Sweetser, 2005, p.139). Tao (1999, p.23) also points out that grammatical description with register as its core should be the starting point for language researches in the future. Therefore, it will be of great significance to study the differences between the syntactic forms and semantic attributes of conditionals (Yu, 2015).

(a). Researches on Conditionals From Single Register

There are many researches of English conditionals from single register, such as *if*-conditionals from English textbooks (Gabrielatos, 2006), medical texts (Ferguson, 2001; Carter-Thomas & Rowley-Jolivet, 2008), academic texts (Declerck & Reed, 2001), economic texts (Mead & Henderson 1983), and so on.

Such studies focus on the use of *if*-conditionals from a specific register, and analyze the frequency and use of conditionals in the spoken and written mode of a certain register, but do not study the differences between registers (Yu, 2015).

(b). Researches on Conditionals From Several Registers

Some other researches focus on the differences of conditionals from different registers. For example, Athanasiadou and Dirven (1997) studies the distribution of three *if*-conditionals in the corpus. Ford and Thompson (1986) and Nall and Nall (2010) study the stylistic differences in the position of *if* clauses. These researches attach importance to the stylistic factors, but they mainly focus on the frequency of conditional forms and ignore their semantic attributes. Condition is a relatively common semantic category for circumstance clauses in all registers, and it is thus not surprising that the subordinator *if* is common in all four registers (Biber et al., 1999, p.845), namely conversation, fiction, news, and academic prose (Biber et al., 1999, p.15).

However, they discuss conditionals under the category of adverbial clauses, and only involve frequency differences (Yu, 2015).

(c). Researches on Conditional Markers

According to functionalism, different forms of expression with the same meaning coexist in the synchronic system and they must have their functional values (Zhang & Fang, 2014). Qi and Peng (2017) studies the conditional attributes of the typical conditional markers in Chinese *zhiyao* (if), *zhiyou* (only if), *buguan* (whatever), and finds that the conditional attribute of *zhiyao* (if) is [+uniqueness], *zhiyou* (only if) is [+necessity], and *buguan* (whatever) is [+exclusivity] respectively. The hierarchical sequence of condition intensity is: *zhiyao* (if) > *zhiyou* (only if) > *buguan* (whatever). The use or absence of typical conditional markers will affect the expression of conditional intensity or the cohesion of the text, and the use or absence of adverbs collocated with conditional markers will have the same effect.

III. METHODOLOGY

A. Research Questions

1. Are there conditional markers in Chinese legal texts?
2. What are the main conditional markers in Chinese legal texts?
3. Are there conditional markers in English legal texts?
4. What are the main conditional markers in English legal texts?
5. Are there similarities and differences in the use of conditional markers between Chinese legal texts and English legal texts?

B. Research Design

The notion of linguistic cooccurrence is central to linguistic analyses of style or register, because cooccurrence reflects shared function, the resulting types are coherent in their linguistic form and communicative functions (Biber, 1989, p.6). There have been a number of text typologies proposed within linguistics and related fields, and this paper does not differentiate the definitions among genres, registers and text types. Legal texts are chosen as research object. The steps of this research are as follow: First, picking out all the conditionals from CC and ECC. Second, labeling all the linguistic expressions of conditionals in CC and ECC respectively. Third, counting up the numbers of different linguistic expressions. Fourth, analysis and explanation will be developed based on the said statistics.

C. Mini-Corpus of Legal Texts

CC was adopted at the third session of the Thirteenth National People's Congress on May 28, 2020, which consists of 1260 articles, totally 106984 Chinese characters, and ECC was provided by a group of Chinese top experts in the language of law and translation, and it has 41370 English words. A mini-corpus has been built based on CC and ECC.

D. Labeling

In George Coode's paper 'On Legislative Expression', he explained four elements of legislative expression, namely *the legal Subject, the legal Action, the Case, and the Conditions* (cited in Doonan & Foster, 2001, p.143). The legal *Subject* is the person on whom a right, privilege or power is conferred or a liability or obligation is imposed; the legal *Action* is a statement of the right, privilege or power or the obligation or liability conferred or imposed on the legal subject; the *Case* is a statement of the circumstances in which a provision is to operate; and the *Condition* is a statement of any conditions or restrictions which must be satisfied before a provision applies (Doonan & Foster, 2001, p.143-149). According to Li (2008, p.71), there is not much difference between the *Case* and the *Condition*, therefore, in this paper, these two elements are considered to be *the CONDITION* in a broader sense.

Crystal and Davy (1969) claims that most legal sentences have one of the following forms:

If X, then Y shall do Z,

or

If X, then Y shall be Z,

where 'If X' stands for the description of case(s) to which the rule of law applies, 'Y' is meant to be the legal subject and 'Z' indicates the legal action (cited in Bhatia, 1993, p.206).

There are two kinds of conditions in both Chinese legal texts and English legal texts, and they may be called 'preconditions' and 'postconditions' respectively according to their position in the sentences. The preconditions refer to those before the main clauses, and the postconditions refer to those behind the main clauses. In Chinese legal texts, the preconditions mainly refer to *de* constructions, and the postconditions refer to the *danshus* (provisos). In English legal texts, the preconditions mainly refer to the conditional clauses before the main clauses, and the postconditions refer to the provisos in the articles.

IV. RESULTS AND DISCUSSION

A. Conjunctive Words or Phrases of CC

(a). *De* Constructions in CC

There are 1260 *de* constructions in CC, among which 46 *de* constructions are used in clauses marked with the words *xialie*[the following].

Based on Chinese legislative provisions, Pan (2017, p.189-190) proposed two logical structures of Chinese legislative sentences: 1) *condition + legal subject + legal action*; 2) *condition + subject + action + sanction*. The former is applicable to the compulsory and authorization norms, where the *condition* corresponds to *the assumption* of legal norms. The latter is the format of prohibitory norms. Comparing the two structural patterns, it can be found that they both consist of *condition, legal subject and legal action*, and *sanctions* only in the second logical structure. Therefore, this study integrates the two logical structure patterns of Professor Pan into one structural model, and takes *sanctions* as the option, that is, the logical structure of legislative sentences is: *Condition + Subject + Action + (Sanction)* (Hu & Jiang, 2021, p.397).

In Chinese legislative texts, the element *CONDITION* (including *the Case* and *the Condition* in George Coode's terms) is always expressed by *de* constructions. *De* constructions can be used as self-designation and transferred-designation respectively (Zhu, 1983, p.23-25). *De* constructions refer to various cases, conditions, and behaviors etc. in the sense of self-designation, and refer to legal subjects in the sense of transferred-designation (Hu & Jiang, 2016, p.45).

In Chinese legislative texts, *Condition* is always in the conditional clauses, and it is always expressed by *de* construction. They may refer to the *cases, circumstances or conditions* of the article directly. There are 1211 *de* constructions in CC are used in this way. For example:

(1a)其他法律对民事关系有特别规定的, 依照其规定。(Article 11 of CC)

qí tā fǎ lǜ duì mǐn shì guān xì yǒu tè bié guī dìng de, yī zhào qí guī dìng

(1b)Where there are other laws providing special provisions regulating civil-law relations, such provisions shall be followed. (Article 11 of ECC)

In (1a), *de* construction states the *case* that other laws provide special provisions regulating civil-law relations, and it functions as self-designation. The content of *de* construction is complete, so its English version takes the word 'Where' as conditional marker in the clause.

While in other clauses in CC, the *de* construction just states the action or behavior of somebody, and in fact it refers to the person who carries out the action or behavior. In this case, *de* construction functions as transferred-designation, and there are 17 *de* constructions in CC are used in this way. For example:

(2a) 从事高度危险作业造成他人损害的, 应当承担侵权责任。(Article 1236 of CC)

cóng shì gāo dù wēi xiǎn zuò yè zào chéng tā rén sǔn hài de, yīng dāng chéng dān qīn quán zé rèn.

(2b) **A person who** engages in ultra-hazardous operations and thus causes damage to another person shall bear tort liability. (Article 1236 of ECC)

In (2a), *de* construction includes two actions, namely engaging in ultra-hazardous operations and causing damage to another person. In fact, *de* construction takes the position of *condition* in this Article, and the main clause is the *sanction* of this action. It is not the action but the person who performs these two actions shall bear tort liability. Therefore, in (2a), *de* construction functions as transferred-designation, in other words, it refers to the person who performs the action. So, its English version of this Article adds the words ‘A person who’, makes it more intelligible to English readers.

In the logical structure of legislative sentences: *Condition + Subject + Action + (Sanction)*, the *Condition* is always put at the beginning of a legal sentence, which states the general provisions for the application of the article. Besides the *Condition*, *danshu* (proviso) also supplies a *condition*, *exception*, or *addition* in drafting (Garner, 2019, p.1481).

(b). *Danshus (Provisos) in CC*

In Chinese laws, a proviso begins with the words *dan* (but) or *danshi* (but/however), so it is called *danshu* (provisos) in Chinese. The *danshu* in CC are all marked with the words *danshi*, and they can be classified into four categories, namely Exclusionary *danshu*, Obligatory *danshu*, Authorization *danshu*, and Compound *danshu*. (Hu & Jiang, 2021, p.399) Among the 1260 articles of CC, there are 223 clauses marked with the words *danshi*, among which 218 are *danshu*, and the other five are not. There are 153 Exclusionary *danshus*, 40 Obligatory *danshus*, and 25 Authorization *danshus* respectively in CC. Taking Exclusionary *danshus* as an example:

(3a) 民事法律行为自成立时生效，**但是**法律另有规定或者当事人另有约定的**除外**。(Paragraph 1 of Article 136, CC)

mín shì fǎ lǜ háng wéi zì chéng lì shí shēng xiào, dàn shì fǎ lǜ líng yǒu guī dìng huò zhě dāng shì rén líng yǒu yuē dèng de chū wǎi.

(3b) **Unless** otherwise provided by law or agreed by the parties, a civil juristic act takes effect at the time it is accomplished. (Paragraph 1 of Article 136, ECC)

In (3a), the main clause states that a civil juristic act takes effect at the time it is accomplished, but the *danshu* excludes two cases or circumstances, namely if the time of taking effect has been provided by law or agreed by the parties.

B. *Conjunctive Words or Phrases of ECC*

There are various expressions for the conditionals in ECC, including conditional clauses, attributive clause, phrases, -ING participle, and -ED participle, infinitive, etc.

(a). *Conditional Clauses Initiated by Where/If*

Legislative statements typically begin with fairly long initial case descriptions, and the legal subject is conventionally delayed by the introduction of a long case description in the form of an adverbial clause beginning with ‘where’, ‘if’ or sometimes ‘when’ (Bhatia, 1993, p.200). There are 970 conditional clauses are initiated by *where*, for example (1b) above.

At the same time, there are 205 conditional clauses initiated by *if*. For example (4b) below:

(4a) 自然人以户籍登记或者其他有效身份登记记载的居所为住所；经常居所与住所不一致**的**，经常居所视为住所。(Article 25 of CC)

zì rán rén yǐ hù jí dēng jì huò zhě qí tā yǒu xiào shēn fèn dēng jì jì zǎi de jū suǒ wéi zhù suǒ; jīng cháng jū suǒ yǔ zhù suǒ bú yī zhì **de**, jīng cháng jū suǒ shì wéi zhù suǒ.

(4b) The domicile of a natural person is the residence recorded in the household or other valid identification registration system; **if** a natural person’s habitual residence is different from his domicile, the habitual residence is deemed as his domicile. (Article 25 of ECC)

As for the similarities and differences between the uses of *where* and *if* in legal texts, Li (2008, 2013) and Li and Wang (2013) have concluded some points as follow:

First, in simple legal provisions, both *where* and *if* can be used as introducing words for conditional clauses, and they share the same function. Second, *where* introduces *cases*, *circumstances* and *situations* with a macro nature, and they are self sufficient, and context independent; while *if* introduces *conditions*, *qualification* or *restrictions* in a narrow sense, and they are more content dependent. Third, *where* introduces complex conditionals, which may consist of several sub-conditionals initiated by *if*. Fourth, *where* is more formal than *if* in stylistics.

(b). *Relative Clauses Initiated by Relative Words Who and Others*

There are 89 relative clauses in ECC, among which 75 clauses are initiated by *who*, 9 clauses by *that*, 3 clauses by *whose*, 2 clauses by *which*. For example:

(2b) A person **who** engages in ultra-hazardous operations and thus causes damage to another person shall bear tort liability. (Article 1236 of ECC)

In (2b) above, the relative word ‘who’ introduces the relative clause, and it restricts the legal subject ‘a person’.

Other relative words are also used sometimes, for example:

(5a) 自然人的个人信息受法律保护。任何组织或者个人需要获取他人个人信息的, 应当依法取得并确保信息安全, 不得非法收集、使用、加工、传输他人个人信息, 不得非法买卖、提供或者公开他人个人信息。(Article 111 of CC)

zì rán rén de gè rén xìn xī shòu fǎ lǜ bǎo hù。rèn hé zǔ zhī huò zhě gè rén xū yào huò qǔ tā rén gè rén xìn xī *de*, yīng dāng yī fǎ qǔ dé bìng què bǎo xìn xī ān quán, bú dé fēi fǎ shōu jí、shǐ yòng、jiā gōng、chuán shū tā rén gè rén xìn xī, bú dé fēi fǎ mǎi mài、tí gòng huò zhě gōng kāi tā rén gè rén xìn xī。

(5b) A natural person’s personal information is protected by law. Any organization or individual **that** needs to access other’s personal information must do so in accordance with law and guarantee the safety of such information, and may not illegally collect, use, process, or transmit other’s personal information, or illegally trade, provide, or publicize such information.(Article 111 of ECC)

In (5b), the antecedents consist of ‘organization’ and ‘individual’, so the relative word is ‘that’.

(6a) 法人的实际情况与登记的事项不一致的, 不得对抗善意相对人。(Article 65 of CC)

fǎ rén de shí jì qíng kuàng yǔ dēng jì de shì xiàng bú yī zhì *de*, bú dé duì àn yì shàn yì xiāng duì rén。

(6b) The actual situation of a legal person, **which** is inconsistent with what is recorded upon registration, shall not be asserted against a bona fide third person. (Article 65 of ECC)

Relative clauses may be restrictive or non-restrictive. The relative clauses in (2b) and (5b) above are restrictive, while the relative clause in (6b) is non-restrictive, so its relative word is ‘which’.

(c). Various Forms as Conditionals

There are 47 conditionals initiated by various forms, namely, 24 noun phrases, 9 –ING participles, 8 –ED participles, 3 to-infinitives, 2 adjective phrases and 1 adverbial phrases respectively. For example in (7b) below, the noun phrase ‘any provisions of’ and prep phrase ‘in the absence of’ are used to express the conditions in this article.

(7a) 法律对仲裁时效有规定的, 依照其规定; 没有规定的, 适用诉讼时效的规定。(Article 198 of CC)

fǎ lǜ duì zhòng cái shí xiào yǒu guī dìng *de*, yī zhào qí guī dìng; méi yǒu guī dìng *de*, shì yòng sù sòng shí xiào de guī dìng。

(7b) **Any provisions of** law regulating the limitation period for arbitration shall be followed; **in the absence of** such provisions, the provisions on limitation period for litigation provided herein shall be applied mutatis mutandis. (Article 198 of ECC)

(d). Expressions of Danshus (Provisos)

In English legal documents, proviso is often emphasized in capitals and may come in the form PROVIDED THAT; or PROVIDED ALWAYS THAT; or PROVIDED FURTHER THAT; or PROVIDED NEVERTHELESS THAT (Doonan & Foster, 2001, p.159). In ECC, the *danshus* (provisos) are marked with various words, i.e. 121 clauses introduced by *unless*, 37 *provided that*, 22 *except*, 8 *but*, 8 *however*, and 2 *other than* respectively. For example:

(8a) 民事主体可以将自己的姓名、名称、肖像等许可他人使用, **但是**依照法律规定或者根据其性质不得许可的**除外**。(Article 993 of CC)

mín shì zhǔ tǐ kě yǐ jiāng zì jǐ de xìng míng、míng chēng、xiào xiàng děng xǔ kě tā rén shǐ yòng, **dàn shì** yī zhào fǎ lǜ zhào fǎ lǜ guī dìng huò zhě gēn jù qí xìng zhì bú dé xǔ kě de **chú wài**。

(8b) The name, entity name, likeness, or the like, of a person of the civil law may be used by others upon authorization, **unless** the authorization thereof is not allowed by law or based on the nature of the right.(Article 993 of ECC)

The *danshu* in (8b) falls into the Exclusionary *danshu*, which excludes certain cases as exception to the general rule provided in the main clause. The main clause provides that a person of the civil law may authorize another to use his name, likeness or the like, and the *danshu* restricts this right by excluding certain cases. This *danshu* is introduced by the word ‘unless’, and there are 121 *danshus* introduced by ‘unless’ in ECC.

(9a) 当事人对储存期限没有约定或者约定不明确的, 存货人或者仓单持有人可以随时提取仓储物, 保管人也可以随时请求存货人或者仓单持有人提取仓储物, **但是应当**给予必要的准备时间。(Article 914 of CC)

dāng shì rén duì chǔ cún qī xiàn méi yǒu yuē dìng huò zhě yuē dìng bú míng què de, cún huò rén huò zhě cāng dān chí yǒu rén kě yǐ suí shí tí qǔ cāng chǔ wù, bǎo guǎn rén yě kě yǐ suí shí qǐng qiú cún huò rén huò zhě cāng dān chí yǒu rén tí qǔ cāng chǔ wù, **dàn shì** yī yīng dāng gěi yǔ bì yào de zhǔn bèi shí jiān。

(9b) Where there is no agreement between the parties on the warehousing period or the agreement is unclear, the depositor or the holder of the warehouse receipt may collect the stored goods at any time, and the warehouseman may, at any time, request the depositor to collect the stored goods, **provided that** a reasonable period of time necessary for preparations **shall** be given. (Article 914 of ECC)

The *danshu* in (9b) falls into the category of Obligatory *danshu*, which adds certain obligation to the legal subject. In this article, it imposes obligations to the depositor, the holder of the warehouse receipt, or the warehouseman as one party as apposed to another party. The words ‘provided that’ were employed here, compared to the view of Doonan and

Foster (2001, p.159) above, the English version does not use *provided that* in Capitalized form or add any adverbial (i.e. always, further, nevertheless). There are 37 *danshus* introduced by ‘provided that’ in ECC.

(10a) 承运人对运输过程中货物的毁损、灭失承担赔偿责任。但是，承运人证明货物的毁损、灭失是因不可抗力、货物本身的自然性质或者合理损耗以及托运人、收货人的过错造成的，不承担赔偿责任。(Article 832 of CC)

chéng yùn rén duì yùn shū guò chéng zhōng huò wù de huǐ sǔn、miè shī chéng dān péi cháng zé rèn。dàn shì chéng yùn rén zhèng míng huò wù de huǐ sǔn、miè shī shì yīn bú kě kàng lì、huò wù běn shēn de zì rán xìng zhì huò zhě hé lí sǔn hào yǐ jí tuō yùn rén、shōu huò rén de guò cuò zào chéng de, bú chéng dān péi cháng zé rèn。

(10b) A carrier shall bear the liability for compensation for any destruction, damage, or loss of the goods occurring in the course of transport, *except that* the carrier *shall not* bear the liability for compensation if the carrier proves that the destruction, damage, or loss of the goods is caused by force majeure, the inherent nature of the goods, or reasonable wear and tear, or is caused by the negligence of the consignor or the consignee. (Article 832 of ECC)

The *danshu* in (10b) falls into the category of Authorization *danshu*, which grants certain rights or freedom to the legal subject. In this article, the main clause provides that the carrier shall bear the liability for compensation for any destruction, damage, or loss of the goods occurring in the course of transport as a general principle, and the *danshu* exempts the carrier from this liability if such destruction, damage or loss of the goods can be attributed to other causes other than the carrier’s fault. This *danshu* was introduced by the words *except that*. There are 22 *danshus* introduced by ‘except...’ in ECC.

Yao (2017) analyzes 22 conditional markers in Chinese from 8 registers, and finds that legal texts use the least connectives. If we check the 22 conditional markers carefully, we can find that they are all sentence initial except *de hua*, and the connectives in his study mainly refer to the sentence initial ones. Conditional clauses functioning as preconditions in Chinese legal texts prefer *de* constructions to sentence initial connectives *ru*, *ruguo*, *ruo*, etc. due to the features of register or genre. Chinese legal texts tend to express precondition with *de* construction, which is sentence end positioned, and postcondition with *danshu* which is in the middle of a sentence. So, we can conclude that the word *de* is the conditional marker of precondition, and the words *dan* or *danshi* are the conditional markers of postcondition in Chinese legal texts.

V. CONCLUSION

Through the analysis and comparison of CC and ECC, the conclusions are as follow: First, the preconditions in CC are always expressed by *de* constructions, and the Chinese character *de* is the conditional marker of preconditions of Chinese legal texts. Second, the *danshus* in CC are always expressed by the words *danshi*, which are the conditional markers of postconditions of Chinese legal texts. Third, the conditions in ECC are expressed by conditional clauses (i.e. initiated by where/if), relative clauses (initiated by who, that, whose, etc.) and other phrases etc., and they function as the conditional markers of English legal texts. Fourth, the provisos in ECC are always introduced by *unless*, *provided that*, *except*, etc., and the said words are the conditional markers of English legal texts. Fifth, as for the use of conditional markers in legislative texts, Chinese is more stylized and rigid compared to those of English, which may have been influenced by the Plain English Movement.

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Daohua Hu, born in 1976, Doctor of Literature in Linguistics and Applied Linguistics in Foreign Languages at Tongji University, Shanghai, the People's Republic of China.

He is an associate professor at School of Languages and Cultures, Shanghai University of Political Science and Law, Shanghai, China. His research interests include linguistic features in Chinese legislative texts, and comparative study of Chinese and English legal texts, legal translation, etc.