

The Characteristics of Japanese Legal Texts and Their Chinese Translation

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Abstract: This study focuses on the translation of Japanese legal texts, conducting an in-depth multidimensional analysis encompassing vocabulary, syntax, sentence patterns, and textual format. Drawing upon the linguistic and normative characteristics of Japanese legal texts and aligning with China's Legislative Technical Specifications, the study summarizes translation strategies and standardization principles. Focusing on key structures—such as common conjunctions, core obligatory and empowering sentence patterns, and scope-defining expressions—the research clarifies their semantic nuances, pragmatic functions, and standard Chinese equivalents. Furthermore, to address the disparities in legislative styles and numerical norms between China and Japan, the study proposes targeted formatting adjustments. These include converting Japan-specific ordinal symbols, standardizing numerical expressions, and harmonizing the translation of structural hierarchies such as articles, items, and numbers. The findings indicate that the translation of Japanese legal texts requires not only the accurate transmission of literal meaning but also adherence to the stylistic and logical conventions of Chinese legal texts. Ultimately, the study demonstrates that rigor, certainty, and standardization in legal translation are achieved through precise terminology, structural adjustment, and format unification.

Keywords: Japanese legal texts; Legal translation; Translation norms; Legislative technical specifications; Sentence pattern translation; Textual standardization.

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1. Introduction

Against the backdrop of continuous economic globalization and increasingly close exchanges between China and Japan in fields such as economic and trade cooperation, judicial assistance, and intellectual property protection, the translation of legal texts has assumed a pivotal role in cross-lingual legal communication. As the primary carrier of national legal norms and systems, the quality of legal text translation is critical; it not only governs the accurate transmission of legal information but also directly influences the interpretation and application of legal rules, thereby facilitating the smooth progress of cross-border legal practices. In recent years, the implementation of the *Civil Code of the People's Republic of China* and the successive revisions of Japan's Civil Code, Companies Act and other laws have further boosted Sino-Japanese legal exchanges and comparative law studies and placed higher demands on Japanese-Chinese legal translation. Therefore, an in-depth study of the linguistic characteristics of Japanese legal texts and their Chinese translation strategies is of great theoretical value and practical significance for improving the quality of legal translation and promoting Sino-Japanese legal exchanges.

Compared with ordinary texts, legal texts possess distinct professional stylistic features governed by the fundamental requirements of accuracy, standardization, rigor, and



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authority. To ensure the certainty and enforceability of legal norms, Japanese legal texts extensively employ professional terms with specific legal connotations and fixed expressions at the lexical level; at the syntactic level, they widely utilize long sentences, multi-layered modifiers, conditional constructions, and passive voices to safeguard the rigor of legal logic. Textually, they feature standardized clause structures, clear logical relations, and fixed cohesive devices. These linguistic characteristics not only reflect the functional nature of legal texts but also constitute the primary challenges in Japanese-Chinese translation. Mere literal translation at the lexical or syntactic level, without due attention to the correspondence of legal concepts, logical relations, and legal functions, often results in conceptual deviations, logical inconsistencies, or inaccurate expressions of legal validity in the target text.

Early scholarship incorporated legal translation into the purview of forensic linguistics and comparative law, emphasizing the intrinsic connection among legal systems, legal cultures, and legal languages and arguing that legal translation is not merely a linguistic transformation but also a cross-cultural transfer of legal concepts and functions. Šarčević, for instance, revisits the challenges to the legal translator and reiterates that translators must act as comparatists, using comparative-law methodology and conceptual analysis to bridge the inherent incongruity of legal systems, cultures, and languages [1]. Likewise, Cao foregrounds the interdisciplinary nature of legal translation, stressing that fidelity to the source legal system and awareness of target-side legal culture are constitutive—rather than peripheral—constraints on translational decision-making [2]. From a discourse-analytical angle, Gotti demonstrates that legal translation is conditioned not only by lexical and syntactic constraints but also by drafting traditions, legal cultures, and the target users' specialized knowledge—a position that explicitly widens the analytical lens from word and sentence to text and communicative purpose [3]. Nevertheless, existing studies have certain limitations: on the one hand, some focus on the analysis of terms or specific techniques, lacking a systematic exposition of the correspondence between linguistic features and translation strategies; on the other hand, many prioritize lexical and syntactic issues while paying insufficient attention to textual logical organization, cohesion, and normative expression, thus failing to form a comprehensive analytical framework covering lexical, syntactic, and textual levels. This gap resonates with the call of Bhatia, who argues that legal-genre analysis—and by extension legal translation—must move beyond isolated lexico-grammatical description toward an interdiscursive, multiperspective framework that integrates textual, cognitive, and sociopragmatic dimensions of professional practice [4].

Against this background, this paper focuses on Japanese legal texts, analyzing their linguistic characteristics at the lexical, syntactic, and textual levels to explore corresponding Chinese translation strategies. Drawing on practical examples from Japanese legal provisions, the paper examines legal terms, fixed expressions, complex sentence structures, textual logic, and cohesive devices. It discusses how to balance the accurate transmission of legal concepts, the standardization of linguistic expression, and the equivalent realization of legal functions in Chinese translation. Ultimately, the study aims to provide references for Japanese-Chinese legal translation practice and offer a new analytical perspective for the study of legal text translation.

2. Characteristics of Legal Texts

“Law is the supreme code of conduct enacted or recognized by the state and enforced by state coercive power to regulate and bind the whole society. It possesses supreme authority and a prescriptive nature. Therefore, the linguistic expressions it employs (namely,

legal language) and the discourses formed thereby (namely, legal texts) are mainly designed to serve this prescriptive purpose or intent" [4]. In what follows, the author explores this uniqueness from three aspects: the lexical, syntactic, and textual dimensions of legal texts.

2.1. Lexical Level

In legal texts, the choice of words requires not only clarity and accuracy but also conciseness, simplicity, and rigorous normative standards. In addition, legal language must possess a degree of generality and inclusiveness to ensure adaptability to different situations and coverage of a wide range of legal relationships. Terms in legal texts carry fixed and unique legal connotations, excluding ambiguous interpretations common in daily contexts.

The Act employs a large number of professional terms and fixed collocations, demonstrating a high degree of legal and administrative linguistic characteristics. For instance, terms such as "废弃物（廃棄物）waste," "一般废弃物（一般廃棄物）general waste," and "工业废弃物（産業廃棄物）industrial waste" are defined one by one in Article 2. Commonly used environmental terms also appear, including "粗大垃圾（粗大ゴミ）bulky waste," "污泥（汚泥）sludge," "回收利用（再生利用）recycling," and "污染防治（污染防治）pollution prevention." Meanwhile, in the process of translation, the author observes that, for the sake of normativity and operability, the provisions frequently introduce supporting administrative and regulatory expressions, such as "as prescribed by Cabinet Order or Ordinance of the Ministry of the Environment（「政令で定める」）" and "implemented in accordance with ordinances of the Environmental Agency," which reflect the professional and procedural features of legal terminology [5].

2.2. Syntactic Level

In terms of syntactic structure, legislative language is influenced by the logical structure and semantic features of **legislative sentences** or **legal sentences**. Most legal sentences or provisions contain the following four basic elements:

Situation: the specific context or conditions under which the sentence takes effect;

Condition: the prerequisite or act that must be satisfied for the sentence to be valid;

Legal subject: the individual or organization that has the right or obligation to carry out a legal act;

Legal act: the act that the legal subject shall or may perform [6].

The author conducts a decomposition analysis using the following sentence: 「市町村は、当該市町村の区域内の一般廃棄物の処理に関する計画（以下「一般廃棄物処理計画」という。）を定めなければならない。」 [7]

Its general meaning is that municipalities shall formulate plans concerning the disposal of general waste within their respective jurisdictions (hereinafter referred to as the "General Waste Disposal Plan").

Situation: There is a demand for the disposal of general waste within the jurisdiction of municipalities, and planned arrangements are required to maintain orderly disposal;

Condition: It applies only to general waste "within the jurisdiction of the municipality itself";

Legal subject: Municipalities;

Legal act: The obligation to formulate the "General Waste Disposal Plan".

Meanwhile, legislative sentences are generally complex and lengthy, frequently employing coordinate structures, subordinate clauses, and successive modifiers, forming a rigorous and distinctive system. They also tend to take the form of imperative sentences, mandatory sentences, and emotionally neutral declarative sentences. "In terms of content,

the most prominent feature of legislative sentences is their universality. Legislative sentences embody legal norms, which are rules of conduct requiring universal compliance rather than being directed at specific individuals or matters, and thus apply to society as a whole or a specific field" [8].

Second, legal provisions extensively use attributive modifier structures and conditional clauses. Expressions such as "「○○した場合」 *in the case where...*," "「○○である者」 *a person who...*," "「○○するとき」 *when...*," and "「○○に限り」 *only...*" are employed to layer restrictions on applicable subjects and conditions, endowing legal provisions with high precision and enforceability. Such multilayered modification reflects the fundamental principle of "avoiding ambiguity" in legal texts and demonstrates the rigor of legal language. Bhatia argues that the complex syntactic structure of legal texts stems from their normative function, and long sentences with multiple qualifications contribute to the accuracy and completeness of legal expression [4].

In addition, Japanese legal texts extensively use passive expressions such as "「～とされる」 *shall be deemed*" and "「～が認められる」 *shall be recognized*", as well as normative expressions including "「～しなければならない」 *shall*" and "「～ものとする」 *shall be conducted*". Such expressions weaken the acting subject, highlight the authority of legal norms themselves, and lend legal provisions an objective, formal and universally applicable character.

In terms of textual structure, every law or regulation constitutes a complete and rigorous system rather than a mere collection of legal provisions. Relevant legal norms are usually organized within a carefully designed framework to demonstrate their internal relations and relative importance. The structure of a law shall be highly rigorous, clearly hierarchical, and scientifically rational. Only with a reasonable structure and appropriate arrangement of provisions can the entire text achieve clear operability and practicality. Legal discourse emphasizes clear organization, close contextual cohesion, rigorous structure and appropriate conciseness, while complying with strict formatting standards.

From a macro perspective, legal texts are characterized by hierarchy and systematization, reflecting **effectiveness rankings** and logical frameworks. They generally follow the framework of "General Provisions + Specific Provisions", further subdivided into the hierarchy of "part, chapter, section, article, paragraph, item, subitem". From a micro perspective, they feature element-based and formulaic structures to ensure comprehensiveness and enforceability. Each provision consists of three components: assumption, disposition, and sanction (or "condition, act, consequence"). The formulation is highly formulaic, reducing ambiguity and enhancing authority through fixed modules. Provisions are closely connected, and the whole text is logically consistent and free of contradictions. For example, many provisions in the Japanese Civil Code adopt structures such as "「.....場合には,することができる」 *...in the case of..., ...may...*" or "「.....者は,しなければならない」 *...a person who... shall...*", lending legal rules strong normativity and predictability.

3. Chinese Translation Strategies for Japanese Legal Texts

The linguistic characteristics of Japanese legal texts determine that their Chinese translation cannot be confined to word-for-word correspondence at the lexical level. Instead, legal concepts, syntactic logic and textual functions should be comprehensively considered to achieve dual correspondence between linguistic form and legal function. Therefore, in view of the different features of Japanese legal texts at the lexical, syntactic and textual levels, targeted translation strategies should be adopted to ensure that the target text not only accurately conveys the legal norms of the original text but also conforms to the expressive conventions of Chinese legal texts.

3.1. Lexical Translation

First and foremost, the most widely discussed aspect of legal texts is professional legal terminology. Legal terms constitute the basic structural units of legal texts and the core carriers of legal norms. Therefore, translation at the lexical level should first adhere to the principle of **accurate terminological correspondence**. Legal terms are highly institution dependent; their meanings are usually formed within a specific legal system. Translators should not conduct simple conversions based on everyday meanings but analyze them in light of the legal systems and concepts of China and Japan to select renderings that best reflect their legal connotations.

In Japanese legal texts, legal terms mainly fall into two categories: **loanwords** and **Sino-Japanese words (wasei-kango)**.

The most error-prone part in translation lies in Sino-Japanese words. Although they are highly similar in written form to Chinese characters, their legal connotations often differ in scope, constitutive requirements, and legal effects. When translating professional terms of Sino-Japanese origin, it is essential to avoid **literal interpretation based solely on form**.

Paragraph 1 of Article 2 of the Japanese Copyright Act, 「著作物」 (**chōsakubutsu**), provides a typical example of the translation of Sino-Japanese legal terms. As a fundamental concept in Japanese intellectual property law, it refers to the creative expression of original thoughts or feelings, covering literary, academic, artistic, and musical works. Some translators render it literally “chōsakubutsu” or “written work”, which retains the original kanji form but is not a standard legal term in Chinese law and may cause comprehension difficulties in the Chinese context. In contrast, the alternative translation “**work**” is consistent with the core terminology in the Copyright Act of the People’s Republic of China, thereby achieving functional equivalence in legal meaning.

This shows that for Sino-Japanese legal terms that share similar written forms but lack corresponding concepts in Chinese legislation, mechanical literal translation should be abandoned in favor of established standard terms in the target legal system. If the original kanji term must be retained for comparative law research, explanatory notes should be added to clarify conceptual differences and eliminate the risk of legal misunderstanding caused by **homograph ambiguity**.

For loanwords in legal texts, translators should not mechanically rely on their etymological meanings in foreign languages. Instead, priority should be given to the statutory definition of the term in Japanese positive law, matching it with current standard terms in the target legal system, with **functional equivalence** as the core criterion, to avoid distortion of conceptual scope caused by literal translation.

For instance, the loanword 「レコード」 (**rekōdo**) in Paragraph 5 of Article 2 of the Japanese Copyright Act illustrates the translation of foreign-origin legal terms. Derived from the English word “record”, its narrow literal meaning refers to vinyl records. However, within the Japanese copyright system, the term designates **all tangible media that fix sound**. Translating it simply as a “record” or “disc” would restrict its scope to disk-shaped carriers and artificially narrow the application of the legal concept. The translation “**sound recording**” not only aligns with established terminology in the Regulations for the Implementation of the Copyright Act of the People’s Republic of China but also fully covers the various sound media listed in the provision, thus achieving equivalence in legal connotation.

In addition, compared with daily language, legal language in Japanese demonstrates stronger logic, rigor, and formality, as it is primarily responsible for expressing and conveying legal norms. Through long-term legal practice, a unique set of linguistic conventions and expressive rules has gradually taken shape in the Japanese legal community. Therefore, in the translation of legal documents, it is essential to fully understand and

abide by these specific linguistic norms to ensure the accurate transmission of legal content [9]. The author has statistically analyzed conjunctions frequently appearing in legal texts and examined their meanings (see Table1 for details).

Table1. Common Conjunctions and Their Implications.

Conjunctions		Implications
または（又は）		When only one alternative needs to be selected from two or three options,
	They indicate a disjunctive relationship and can both be translated as "or".	「または」 may be used, with specific examples as follows: A または B (A or B), A, B または C (A, B, or C).
若しくは		When A and B belong to the same category while C belongs to a different category, the structure 「A 若しくは B または C」 can be used [10].
及び	When used as conjunctions indicating a coordinate relationship , both express the parallel listing of multiple items or matters, or the addition of other items in a statement. They can both be translated as and or as well as .	「及び」 is used to connect clauses at the same level, where the items are of equal status and their order is interchangeable.
並びに		「並びに」 is used to connect two higher-level clauses, where the former is primary and the latter supplementary, so their order is generally not interchangeable. For example, if A belongs to one category and B and C belong to another, the structure 「A 並びに B 及び C」 is used.
且つ	It indicates an adversative conjunction connecting equally important parallel elements, translated as and or and .	
ただし	It indicates a concessive adjunctive relation . 「ただし」 means "provided, however" or "but". It is used to introduce exceptions or restrictive conditions, equivalent to "but" in Chinese.	
	In legal provisions, this term typically introduces a supplement or modification to the preceding statement. According to Japanese statutory rules, 「ただし」 must be written in kana, followed by a comma to clarify semantic separation [11].	

3.2. Sentence Translation

Japanese legal texts generally feature complex sentence structures with intertwined logical levels, often containing two or more subordinate clauses along with multiple additional modifiers. Furthermore, through long-term evolution and accumulation, legal language has developed distinctive grammatical characteristics distinct from ordinary Japanese. At the same time, such texts frequently center on one or more nouns expressing specific concepts around which a series of coordinate structures, modifiers, and postposed restrictive elements radiate.

The reasons are as follows. First, legal translation during the Meiji period constitutes the core historical cause of the obscure expression and lengthy sentences in Japanese legal provisions. At that time, translators had to coin new terms by combining Chinese characters to convey concepts absent in German and French law. Meanwhile, in an effort to be “faithful” to the syntactic structures of original German, French, and English texts, they generally sacrificed textual readability. The resulting tradition of constructing complex

long sentences has continued to the present day and profoundly influences the drafting of current legal texts.

On this basis, legislators, in pursuit of absolute precision, superimpose multiple layers of modifiers, hypothetical conditions, and exceptions to fully delimit applicable scenarios and eliminate ambiguity entirely. Coupled with the inherent grammatical features of Japanese — which requires proposed modifiers and extensive use of attributive clauses — sentences are naturally lengthened in the process of rigorous expression. Furthermore, the traditional stylistic convention of official documents in Japan favors formality, complexity, and infrequent punctuation. These multiple factors together give rise to the typical characteristic of Japanese legal provisions: pervasive length and complexity [12].

The final translation shall be based on faithfulness to the original meaning while achieving fluency and readability to fulfill the translation goals of “**faithfulness and expressiveness**”. Therefore, within the general framework of the **abbreviation-expansion method** and **backward derivation method**, the author first clarifies the logical relations of the sentence and then analyzes and translates the sentence according to specific circumstances so that it conforms to the normative expressions of Chinese laws.

Gao Ning proposed two practical approaches to analyzing Japanese sentence structure, namely, the **truncation-expansion method** and the **backward derivation method**, which aim to deepen the understanding and control of the logic of Japanese sentences and ensure the accurate transmission of the original information [13].

The truncation-expansion method follows the principle of *truncating first and expanding later*. First, the original sentence is truncated by removing modifiers to extract its core structure. Then, various modifiers and supplementary elements are gradually restored to clarify the hierarchical relationship between the main structure and subordinate components, as well as the logical connection between the core meaning and additional information.

The backward derivation method can be regarded as a variation of the truncation-expansion method; the two are functionally complementary and achieve similar effects. Similar to syntactic analysis in Chinese and English, which focuses on extracting core elements such as subjects, predicates, and objects, the truncation-expansion method takes the skeletal structure of the sentence as the starting point. In contrast, the backward derivation method is based on the Japanese syntactic feature of *sentence-final predicates*, adopting reverse reasoning from the end of the sentence to the beginning and gradually sorting out the overall structure with the predicate as the core hub.

Although these two methods have different focuses, they are not mutually exclusive. In practice, they often interpenetrate and are difficult to separate rigidly. Their ultimate goal is to clarify the logical relationships among various sentence components and lay a foundation for accurate translation [14].

3.2.1. Sentence Splitting

Splitting is widely used in Chinese translation, which mainly involves breaking complex sentences into simple short ones [12]. Legal provisions are generally long and structurally complex, often containing progressive, coordinate, causal, adversative, hypothetical and other logical relations within a single sentence. Although these clauses are relatively independent, when it is unnatural to render them as one sentence in Chinese translation, appropriate splitting should be considered to make the expression conform to Chinese linguistic habits.

In the process of text segmentation, relative pronouns, conjunctions and clause junctions are mainly chosen as splitting points so that each segmented short sentence forms a relatively independent logical semantic unit. Then, these semantic groups are reorganized and integrated in accordance with the logical expression and linguistic conventions of Chinese to ensure the fluency and accuracy of the translated text [15].

Example:

前条第五項及び第十一項の規定は、収集又は運搬の事業の範囲の変更に係る前項の許可について、同条第十項及び第十一項の規定は、処分の事業の範囲の変更に係る前項の許可について準用する。

Translation:

The provisions of items 5 and 11 of the preceding Article shall apply *mutatis mutandis* to the permission set forth in the preceding paragraph concerning changes to the scope of collection or transportation business; the provisions of items 10 and 11 of the same Article shall apply *mutatis mutandis* to the permission set forth in the preceding paragraph concerning changes to the scope of disposal business.

The main structure of this sentence is 「前条第五項及び第十一項の規定は…… について、同条第十項及び第十一項の規定は…… について準用する」.

From this main structure, it can be seen that the sentence consists of two coordinate clauses. Therefore, the two clauses should be translated separately.

They are: 「前条第五項及び第十一項の規定は、収集又は運搬の事業の範囲の変更に係る前項の許可について準用する。」 (The provisions of items 5 and 11 of the preceding Article shall apply *mutatis mutandis* to the permission set forth in the preceding paragraph concerning changes to the scope of collection or transportation business.)

and

「同条第十項及び第十一項の規定は、処分の事業の範囲の変更に係る前項の許可について準用する。」 (The provisions of items 10 and 11 of the same Article shall apply *mutatis mutandis* to the permission set forth in the preceding paragraph concerning changes to the scope of disposal business.)

3.2.2. Word Order Adjustment

There are often significant differences in word order between the source language and the target language, and this is equally true for legal texts. Therefore, in the translation practice of legal texts, targeted adjustments to word order must be made to adapt to the expressive norms and textual logic of Chinese legal texts.

However, there are no fixed and uniform rules for such word order adjustment. Specific words or syntactic components in the source text can be placed either at the beginning, at the end, or even in the middle of the translated sentence. The determination of their exact positions depends entirely on the semantic connection and expressive needs of the context. Based on the requirement for rigor in legal texts and the goal of accurate semantic transmission, the author will independently deliberate and determine the optimal word order.

Example:

前項の実施の目標及び概要を定めるに当たっては、廃棄物の処理施設の整備における課題に的確に対応するため、廃棄物処理施設整備事業における投資の重点化及び効率化を図ることができるよう留意しなければならない。

Translation:

In formulating the implementation objectives and outline set forth in the preceding paragraph, due consideration shall be given to ensuring the prioritization and efficiency of investment in waste treatment facility development projects to appropriately address challenges in the development of waste treatment facilities.

The predicate verb of this sentence is 「留意しなければならない」 (shall pay attention to...), and the part preceding 「ように」 states what shall be noted. The part before 「ため」 indicates the purpose, and the part before 「…… に当たっては」 serves as the adverbial of the sentence. However, in accordance with the expression conventions of Chinese laws, the purpose is usually placed first, followed by the measure. Therefore, the word order in translation shall be adjusted to: *To..., when..., shall...*

3.2.3. Translation of common sentence patterns

Similar to common conjunctions, Japanese legal texts have developed a set of fixed sentence patterns through long-term evolution. The author has organized them as **Table2** shows.

Table2. Common Sentence Patterns and Their Implication.

Sentence pattern	Implication
「～ことができる」	In Japanese legal texts, 「～ことができる」 serves as a core pattern for granting rights and authorizing conduct, used to clarify that a legal subject “has the right to perform an act” or “may choose to perform an act”. Its defining feature is the optional nature of rights : the subject may decide whether to exercise such right at its discretion, rather than being obligated to perform it. This construction acts as a key link between the right-holder and the specific exercise of rights, and is widely applied across civil, administrative, criminal, and other areas of law.
「～ものとする」	This sentence pattern is widely used: i: To avoid ambiguity in interpretation, 「～ものとする」 is often added at the end even for self-evident provisions out of caution, and may be omitted in translation. ii: It is used in general statements of mandatory obligations with legally binding force, and is translated as “ shall ”.
「～てはならない」	It is used for conduct explicitly prohibited by law and is absolutely mandatory. Compared with the colloquial 「～てはいけない」, this pattern carries greater legal authority. It is translated as “ shall not ” or “ prohibited ”.
「～から～まで」	In Japanese legal texts, 「～から～まで」 is a sentence pattern used for precisely defining boundaries of time, space, numerical values and scopes. Its core function is to specify the starting point and termination point of a given legal element, ensuring no ambiguity concerning the scope, duration or conditions to which rules apply. It embodies the requirement for definiteness in legal texts and prevents disputes over law application arising from vague boundaries, such as controversies over term calculation or jurisdiction. This pattern defines the start and end of time or spatial scope, and may also denote the applicable scope of statutory provisions. It is translated as “ to ~ ” or “ from ~ to ~ ”. Notably, 「～まで」 may be used independently.
「～しなければならない」	In Japanese legal texts, 「～しなければならない」 is the core pattern for imposing strong obligations. It is used to expressly stipulate that a legal subject must perform a certain act , with non-waivable mandatory force. Non-performance will directly give rise to legal liability, such as fines, sanctions, invalidation, etc. Its use strictly corresponds to the clarity of obligation and the inevitability of consequences. It is translated as “ must ” or “ shall ”.
「～努めなければならない」	In Japanese legal texts, 「～努めなければならない」 is the key pattern expressing an obligation of endeavor . It stipulates that a legal subject must make its best effort to perform a certain act, but does not mandate the achievement of a specific result. Its core lies in active performance in the process , rather than the absolute realization of an outcome. As an important formulation balancing legal mandatory force and practical complexity, it is commonly used in obligation scenarios that require flexible performance in light of objective conditions. It is translated as “ must endeavor to... ”, “ shall make best efforts to... ”.

3.3. Standardization of Textual Format

The *Legislative Technical Specifications* are formulated by the Legislative Affairs Commission of the Standing Committee of the National People’s Congress. Drawing on practical experience in legislation and extensive opinions from all sides, the specifications address common, universal technical legislative issues concerning legal structure, wording and other aspects frequently encountered in legislative work. Accordingly, these specifications may be referenced in the translation of Japanese legal texts.

Article 3 of the Letter on Forwarding the *Legislative Technical Specifications (Trial) (I)* (Document No. [2009]62 of the Legislative Affairs Commission) stipulates that Chinese characters shall be adopted for ordinal numbers, ratios, fractions, percentages, multiples, time periods, ages, population figures, monetary amounts, and metrological values indicating weight, length, area and the like. Arabic numerals shall be used for figures in statistical tables requiring decimal precision, serial numbers of *moku* (subitems) in legal provisions, and so forth.

First, in terms of ordinal markers, Japanese legal texts adopt unique sequential symbols イ, ロ, ハ, and ニ. In view of the differences between Chinese and Japanese cultural backgrounds, イ, ロ, ハ, and ニ are converted into (I), (II), (III), and (IV) in Chinese translation.

Furthermore, the numeral “one” is conventionally omitted in tens and hundreds in Japanese statutory language. Therefore, expressions such as 「第百九号」 and 「第百十三号」 in the source text are rendered as 「第一百零九号」 and 「第一百一十三号」, respectively, supplementing the numeral “one” to conform to the norms for numeral usage in Chinese legal texts.

Meanwhile, the following points merit attention: 「編, 章, 節」 correspond directly to *Part, Chapter, Section*. These align fully with China’s legislative framework and require no adjustment. Where certain statutes contain no Parts or Sections and take Chapters as the basic structural unit, the translation shall retain the identical structure.

「第○条」→ Article ○: The legislative structure is identical between China and Japan, and the expression can be adopted directly.

「第○条の二/の三」→ Article ○-2/Article ○-3: These constitute independent provisions and must not be misrendered as Subsection 2 or Subsection 3 of an article. This formulation reflects the established Japanese legislative practice of inserting new provisions without disrupting the original numbering sequence. The expression “Article ○-X” conforms to the prevailing convention for translating Japanese laws in Chinese academia and clearly demonstrates its connection to the original article.

Translation example: 『著作権法』第 2 条の 2 → Article 2-2 of the *Copyright Act*

「第○項」→ Subsection ○: Japanese *kō* denotes an independent normative unit under an article, corresponding to the subsection in Chinese legislation.

「第○号」→ Item ○: Japanese *gō* refers to enumerated subdivisions under a subsection, corresponding to the item in Chinese legislation.

4. Conclusion

This study systematically explores the translation principles and practical methods of Japanese legal texts and forms a set of operable translation and standardization strategies by combining the analysis of typical sentence patterns, syntactic structures and textual formats. There are solidified lexical systems, unique sequential expressions and distinctive obligatory and empowering sentence patterns in Japanese legal texts, which correspond to but differ from the legislative technical norms of Chinese laws. In the translation process, on the premise of maintaining the legal effect and original meaning of the original text, it is necessary to adjust the word order reasonably, split long and complex sentences, select standard legal terms, and unify the textual format in accordance with Chinese legislative norms, especially the standardization of numbers, ordinals and structural levels. The translation of core Japanese legal sentence patterns should accurately distinguish between mandatory obligations, effort obligations, authorization provisions and prohibition provisions and use corresponding Chinese legal expressions to avoid ambiguity in rights and obligations. In terms of textual format, the conversion of Japanese unique markers and the correspondence of legislative structure levels are key to ensuring the standardization of translation. In general, the translation of Japanese legal texts is a comprehensive practice of legal accuracy, linguistic standardization and format normalization. Only by following the legislative norms of the target language and accurately grasping the legal attributes of the original text can we achieve high-quality cross-language transmission of legal texts and provide a standardized reference for the translation and research of Japanese laws.

References

1. Šarčević, S. (2012). Challenges to the legal translator. In *The Oxford handbook of language and law* (pp. 189–203). Oxford University Press. <https://doi.org/10.1093/oxfordhb/9780199572120.013.0014>
2. Cao, D. (2014). The trials and tribulations of legal translation. In *The Ashgate handbook of legal translation* (pp. 63–80). Routledge.
3. Gotti, M. (2016). The translation of legal texts: Interlinguistic and intralinguistic perspectives. *ESP Today*, 4(1), 5–21.
4. Bhatia, V. K. (2017). *Critical genre analysis: Investigating interdiscursive performance in professional practice*. Routledge. <https://doi.org/10.4324/9781315844992>

5. Cao, D. (2018). *Chinese language in law: Code red*. Lexington Books.
6. Hu, K. (2002). *Interpretation of the Copyright Law of the People's Republic of China*. Law Press China.
7. Ministry of the Environment, Japan. (2025, June 1). *Act on waste management and public cleansing (Act No. 137 of 1970)*. <https://www.env.go.jp/recycle/waste/laws.html>
8. Lei, W. (2019). A brief discussion on the application of English translation skills and methods. *Overseas English*, (1), 103–104.
9. Liu, X., Zhai, H., & Li, G. (2023). A study of legal text translation features from the perspective of systemic functional linguistics. *English Campus*, (46), 190–192.
10. Okawara, M. (2013). Language in the judicial field: Classification of legal terms. *Regional Policy Studies*, 15(2), 1–16.
11. Cabinet Legislation Bureau. (2010, November 30). *On the use of kanji in laws and regulations (Cabinet Legislation Bureau Director's decision dated November 30, 2010)*. BIGLOBE. <https://www5d.biglobe.ne.jp/jusl/Bunsyo/BunHoureih22.html>
12. Nakayama, N. (2007). *Copyright law*. Yuhikaku Publishing.
13. Gao, N. (2008). *A course in Japanese-Chinese translation*. Shanghai Foreign Language Education Press.
14. Man, Z., & Liu, X. (2007). An introduction and analysis of several syntactic and morphological features in legal Japanese. *Knowledge of Japanese Language*, (12), 40–42.
15. Okawara, M. (2013). Language in the judicial field: Classification of legal terms. *Regional Policy Studies*, 15(2), 1–16.

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