VAGUENESS IN LEGAL LANGUAGE: A CONTRASTIVE ANALYSIS OF THE CHINESE AND ITALIAN LEGAL TERMS OF AGENCY LAW

Riassunto

«Incertezza interlinguistica» (inter-lingual uncertainty) è un termine usato per la prima volta da Deborah Cao per riferirsi all'«incertezza [che] sorge quando si considerano due lingue o quando una lingua viene tradotta in un'altra lingua». («Inter-lingual uncertainty in bilingual and multilingual law», Cao 2007a: 71). Dopo lo studio di Cao incentrato sul diritto bilingue e multilingue, l'argomento è rimasto pressoché inesplorato. Questo studio vuole fornire un contributo al tema, studiando l'incertezza che deriva da un sistema giuridico monolingue quale quello cinese quando la sua terminologia viene interpretata in contrasto con l'italiano. Esso esemplifica l'incertezza semantica rispetto al contesto giurislinguistico italiano di due termini chiave quali wěituō 委托 *e dàilǐ* 代理 *e dei loro composti, come ad esempio wěituō dàilǐ rén* 委托代理人*, usati nell'istituto della rappresentanza cinese. Sulla base di dati tratti da diverse fonti, tra cui archivi digitali di diritto e archivi di testi online nonché un corpus off-line di leggi cinesi, questo studio*

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dimostra che i termini giuridici cinesi in oggetto sono semanticamente più oscuri dei loro «equivalenti» italiani. Suggerisce inoltre che l'incertezza intralinguistica della lingua di partenza è particolarmente accentuata dai requisiti di chiarezza della lingua di arrivo. Sostiene, infine, che quando l'incertezza linguistica non è intenzionale e la terminologia della lingua di arrivo è meno incerta di quella della lingua di partenza, essa deve essere risolta nell'interpretazione interlinguistica.

1. Introduction

The term 'uncertainty' is a broad term used interchangeably with indeterminacy by Deborah Cao (2007a: 70) and here to refer to the indeterminate semantic feature of a language and to include vagueness, generality, and ambiguity (Cao 2007a: 70; see also Chang 1999).

Although uncertainty is found in any language, it used to be said to be a distinctive feature of Chinese ([1]) (Cao 2018b: 152), which has been said to be vaguer than other languages, such as English (Cao 2004; 2018a: 165; but cf. Triebel 2009). It is difficult to say if a certain language is semantically opaquer than another, owing to the quantitative nature of the question, implying that we would need a method of quantifying vagueness (Mannoni 2021). However, it can be noticed that indeed there are Chinese words, including many Chinese legal terms, that are semantically opaque compounds, given that the semantic relationship linking the characters-morphemes compounding them is unclear. For instance, many Chinese legal terms are as opaque as, say, the English words 'firefly' and 'firewater', in which the word 'fire' has a different meaning, and the relationship between 'fire' and 'fly', or 'fire' and 'water' is not perspicuous. Take the word *bǎoxiǎn* 保险 for example, meaning 'protect + risk = insurance/to insure/to be insured' ([2]); what does the compound word *bǎoxiǎnrén* 保险人 'insurance/to insure/to be insured +

([1]) In this study the focus is on the Chinese variety used in Mainland China, i.e. the territory within the People's Republic of China falling under the direct jurisdiction of Beijing. The terms 'China' and 'Chinese' are thus related to Mainland China and do not extend to various territorial entities, such as Hong Kong, Macau and the contested island Taiwan (aka Republic of China or R.O.C.), where different laws and different language varieties using a different script are used. Consequently, in order to avoid any confusion, the Chinese script shown in this study is the one used in Mainland China (commonly known as *jiǎntǐzì* 简体字, 'simplified characters', as opposite to the older form commonly referred to as *fǎntǐzì* 繁体字, 'complex characters'). With the sole exceptions being cases where the cited texts date back to earlier than the policy for the simplification of characters implemented in China in 1956.

([2]) Unless otherwise indicated, all the English translations in this article, rather literal on purpose, are the Author's.

person/people' mean? Who is this person? Is s/he the one who *protects* from the risk (i.e. the insurer) or, is s/he the one who *is protected* from the risk (i.e. the insured)? Although it can be noticed that *bǎoxiǎn* is a return loanword from Japanese with an acquired different meaning (Shi 2021: 69) ([3]), uncertainty of this kind is common in Chinese, owing to the presence of exocentric compounds ([4]). Suffice it to observe the following examples, whereby *rén* 人 'person/people' has different functions, sometimes acting as the head and sometimes as the argument of the compound words, which can be either endocentric or exocentric (cf. e.g. Ceccagno & Basciano 2007). If we did not know the meaning of these words aforehand, it would be impossible to infer it by solely knowing the meanings of their constituents:

1) *jīngrén* 惊人 'to astonish + person/people = astonishing'
2) *dòngrén* 动人 'to move + person/people = moving'
3) *shīrén* 诗人 'poetry + person/people' = 'person [who writes] poetry = poet'
4) *qīnrén* 亲人 'kin/kiss/relative/marriage + person/people = close relative/s'
5) *lièrén* 猎人 'to hunt + person/people = hunter'
6) *bǐrén* 鄙人 'low/mean/vulgar/to despise/to disdain/scorn + person/people = I/my/myself (honorific)'
7) *diūrén* 丢人 'to lose + person/people = to lose face'

For example, it is only by looking at the meanings of the words in (1) and (2) that we can maintain that *rén* is the argument of the left-side head. Indeed, there is no morphological indication that (5) should be interpreted differently than (1) and (2). It is only by checking its meaning in a dictionary that we can tell that *rén* is an agentive suffix here, as it is in (3) and (4). What kind of *rén* is the *rén* in *bǎoxiǎn rén*? The fact that these words are clear to a native speaker or that they become clearer when put in contrast with other related words (e.g., *bèi bǎoxiǎn rén* 被保险人 'PASS + *bǎoxiǎn rén*') does not imply that they are so clear when encountered alone or studied interlingually.

'*I*nter*l*ingual *u*ncertainty' (hereinafter ILU, to be pronounced /ˈiːlu/), the focus of this study, is a term first used by Cao to refer to the linguistic "uncertainty [that] arises when two languages are considered or when one

([3]) A hypothesis could be put forward that semantic uncertainty is especially present in loans. I am thankful to the anonymous reviewer for pointing this out.

([4]) Ceccagno and Basciano (2007, 223) argue that the great semantic opacity of exocentric compounds that Scalise and Guevara (2006, in *ibid.*) highlighted is not productive in Chinese. Since the dataset that Ceccagno and Basciano took into account consists in a list of 672 disyllabic neologisms, further research is encouraged to study whether their argument can be upheld for the Chinese legal language.

language is translated into another language" (Cao 2007a: 71). In the legal context, ILU arises from various types of legal texts, including legislative texts and private legal documents (Cao 2007a: 72). Cao's study focusses on legislative texts in bilingual and multilingual systems of laws to the exclusion of the other types of legal systems, and shows that it is the court that has to approach and ascertain meaning according to statutes and other considerations. After her study, the other types of ILU, such as that arising from monolingual law, remained unexplored.

In this study, I focus on some legal key terms relating to the law of agency.

But what is agency? In modern societies, agency, broadly defined as "the fiduciary relationship that arises when one person (a 'principal') manifests assent to another person (an 'agent') that the agent shall act on the principal's behalf and subject to the principal's control, and the agent manifests assent or otherwise consents so to act" (American Law Institute, quoted by Munday 2010: 1), is an indispensable legal concept. As has been pointed out,

> [agency] assists in organizing the division of labour in the national and international economy by making it possible for a principal greatly to extend his individual sphere of activity by having one or more persons act for him. In addition to the individual principal, a principal may be composed of a group of persons carrying on a trade or business by way of a partnership, a registered company, or another kind of corporate entity. The need for legal representation in some form has therefore increased as business units have come to involve transactions conducted at a distance […]. (Müller-Freienfels 2018)

Therefore, agency is frequent at the national and international level and so is the use of agency-related documents, which need to be interpreted just as frequently. Thus, agency and the relevant terminological issues deserve close scrutiny.

This study aims to provide a contribution to the field of linguistics by studying the uncertainty arising from a monolingual law such as that of Mainland China when its terminology is contrasted with a European ([5])

([5]) It is acknowledged that the cross-linguistic phenomenon discussed in this study may not apply exclusively to when Chinese is interpreted against Italian. Indeed, owing to some of the typological features that Italian shares with other European languages, such as other Romance and Germanic languages, it is likely that many of the phenomena exemplified in this study for the Chinese-Italian pair exist for other languages as well. However, due to space constraints, the Chinese-Italian combination only was considered.

language such as Italian. It exemplifies the *intra*lingual uncertainty of the use of two key-terms of the law of agency, *dàilǐ* 代理 'to represent' and *wěituō* 委托 'to entrust', and how it complicates *inter*lingual understanding. It then illustrates the procedure that the Italian interpreter ([6]), such as the legal scholar, the legal professional or the legal translator, has to follow to solve it by starting from the study of the terminology of the Italian law of agency and then contrasting the Chinese terms with the Italian ones. The method includes etymological reconstruction. In so doing, my study shows that the analysed Chinese legal terms are more semantically obscure than their Italian equivalents. It proposes that the intralingual uncertainty of a language (source language, SL) is further enhanced by the requisites of clarity of the language against which is interpreted (target language, TL). It argues that when linguistic uncertainty is not intentional and the TL is less uncertain than the SL, it has to be resolved in cross-linguistic interpretation. It finally offers a discussion on the implications of the study of ILU for Chinese linguistics.

2. From intralingual uncertainty to interlingual uncertainty

Uncertainty is part and parcel of the language of law and cannot be avoided. It has been said to be functional to law, to be detrimental to law, or to have no function at all in law (Asgeirsson 2015; Simonnæs 2007; Waldron 2011; Schneider 2007; Schane 2002). Such different positions notwithstanding, it is ubiquitous in any language, as well as in many specialised languages, including the language of the law (Endicott 2000). In legal practice, legal disputes are often caused by real or allegedly different interpretations of one term, phrase, or syntactic structure (Shuy 2008; Triebel 2009: 154; Schane 2002), and they may lead to different verdicts.

An area of inquiry in linguistics is the study of how semantic uncertainty arises when one language is contrasted with another, and how is resolved. Notably, as opposed to what happens in other jargons, in the language of law both intralingual and interlingual uncertainty often need to be resolved. As has been illustrated,

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([6]) As in semiotics, the term 'interpreter' is used here to broadly indicate any language user who interprets a language. Such use of the term has, thus, a much broader acceptation than when is used to indicate the professional who provides oral translation.

> The court is never entitled, on the principle of *non liquet* (it is not clear), to decline the duty of determining the legal meaning of a relevant enactment (Bennion 2002: 14). It must provide a single correct interpretation in case of uncertainty. (Cao 2007a: 81)

This is different to what happens in other special languages such as, say, literary or poetic language, where one can abstain from providing a final interpretation. The judge has no such right. Similarly, when interpreting monolingual law, sometimes the interpreter has to provide an interpretation and resolve the uncertainty that is present in the SL. For instance, the Chinese language has no gender, no number, and no tense indication. When one interprets Chinese against any typologically different language that specifies these categories, as many Romance languages do, either context is sufficiently clear to retrieve all the relevant pieces of information required by the TL, or the interpreter cannot but invent such meanings and attribute them to the SL words. In this sense, intralingual uncertainty may be a source of ILU.

One noticeable feature about indeterminacy is that the semantic features involved in it are, as Magni (2020: 13) notes, a 'matter of [semiotic] signs' (*un fatto segnico*). As such, they lend themselves to a variety of interpretations and labels depending on the interpreter's unique vision of the meanings involved in relation to their area of research and the purpose of their study. Consequently, the taxonomies that different scholars propose for indeterminacy and its realisations, such as ambiguity and vagueness, are not univocal (7). After all, as Horkheimer and Adorno (1987: 187) famously underlined in their *Dialectic of Enlightenment*, "Classification is a condition of knowledge, not knowledge itself, and knowledge in turn dissolves classification." In this sense, drawing from different studies, the following serves as a working taxonomy that we can use to observe the phenomena under investigation in this study.

There are various types of intralingual uncertainty that may result in ILU, these being intentional and unintentional uncertainty, morpho-grammatical uncertainty and ordinary uncertainty. Next, I am going to provide a brief illustration of these categories (on this, see also Mannoni 2021).

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(7) For instance, Magni (2020: 18-22 and 38-65) recognises two types of indeterminacy: ambiguity and vagueness. She identifies eight types of ambiguity (i.e., written, spoken, semantic, lexical, syntactical, lexical categories-related, morphological, pragmatical) within the macro distinction between actual or potential ambiguity, following McArthur (2005: 24 in *ibid*.).

With respect to the intention of the producer of a text (whether written or spoken) towards their text, we can distinguish two types of indeterminacy in language, i.e. intentional vs. unintentional indeterminacy. As the names suggest, the first is caused by the speaker's intent to purposely speak vaguely. As we are going to see, this type of indeterminacy is not found in the key-terms of the Chinese law of agency, for its indeterminacy is not functional to any purposes that the lawmaker may have wanted to achieve. Reversely, in law, intentional indeterminacy has been observed in deceptive ambiguity used inter alia by police or prosecutors (Shuy 2017), or when the uncertain meaning of a term is intentionally used as a form of negotiation to paper over the fact that the parties or the legislators had conflicting views and have not reached a sound agreement (Cao 2007a: 71; Marmor 2014: 97). Importantly, intentional indeterminacy is part and parcel of the speaker's message and has to be preserved in translation. As I will show, the same does not go for unintentional indeterminacy, which needs to be solved in interlingual communication whenever the TL so requires.

Morpho-grammatical uncertainty is the uncertainty that arises from the way words are composed or arranged in a sentence ([8]). It appears to be common in the Chinese language of the law of agency. This type of uncertainty has been related to the way Chinese words are formed (e.g., Cao 2018b: 150; Wong, Li & Xu 2009: 37-38). In this sense, it should be first noticed that the most significant morphological phenomenon in Chinese is compounding, as it accounts for 70-80% of Chinese words (Zhou et al. 1999; Xing 2006, in Ceccagno & Basciano 2007: 208), although, in Chinese, it is often impossible to draw a clear-cut distinction between it and derivation (Arcodia & Basciano 2018: 249). The basic units of Chinese word formation are lexical morphemes, many of which cannot be used as such in a sentence as they are bound morphemes, as opposite to free morphemes, which are fewer in number (Arcodia 2011: 91). Notably, the phonological and orthographical forms of a morpheme does not vary if it is used as a bound or as a free morpheme (*ibid*.: 95). So, the same morpheme can be bound, free, and have different meanings, some of which may be available only when the morpheme is in a certain form, either bound or free (*ibid*.: 97). Additionally, Chinese is a prototypical analytic language: as said, it has no inflection, no gender, no number, and the semantic relationship between

([8]) For the notion of grammatical uncertainty, see also Magni's (2020: 18) taxonomy of ambiguity, where the scholar similarly recognises lexical ambiguity and structural (or syntactical) ambiguity.

the characters-morphemes of a word is often opaque. Due to these linguistic features of the Chinese language, morpho-grammatical uncertainty in Chinese is often unintentional (as also morphological ambiguity is in general; cf. Magni 2020: 50). When ascertaining the meaning of Chinese words, the interpreter may need to *arbitrarily* attribute grammatical markers, such as gender ([9]), number, or verb tense, to a word. The resulting interpretation of a lexical item into any less analytic ([10]) and more explicit TL will, therefore, necessarily be less uncertain than in Chinese.

Ordinary uncertainty (Marmor 2014) consists in indeterminacy not being manifest and evident, yet when we are prompted to state whether its meaning includes or excludes an entity or a concept, we cannot say for sure, and we realise that its meaning is uncertain. A similar definition is sometimes used for vagueness (e.g. Antia 2007: xv), although Simonnæs holds that "vagueness is a property of concepts", rather than of words (2007: 22).

([9]) Normally, when the gender of a noun cannot be inferred from its meaning, it cannot be understood from any of the components making the character used to write it. For instance, *lǎoshī* 老师 means 'teacher' and may refer to either a male or female teacher, and the word carries no gender information in its written form. The word *dìdi* (弟弟, 'brother') exclusively refers to a male sibling, and does not carry any indication to gender in its written form. Indeed, rarely does the 'male' component (男) appear in characters at all: for instance, the Chinese-French GRN dictionary lists only seven characters using the male component "男", of which only two refers to males (i.e., *jiùjiù* 舅舅 'mother's brother, uncle' and *shēng* 甥 'sister's child, nephew'); however, in both these cases, the meaning of the noun is gender transparent and the script does not provide any additional information that one cannot already infer from the meaning of the word itself. The character for 'woman' (女) appears as a component in characters for words that do not necessarily relate to women, as in *nú* (奴) 'slave', *xián* (嫌) 'suspicion' (cf. e.g. *xiánfànrén* 嫌犯人 'suspect of a crime'), *xìng* (姓) 'family's name', *rú* (如) 'if', *fáng* (妨) 'impede', etc. An often quoted example used to show that the Chinese script may carry an indication as to the gender of a name is the third person pronoun *tā*, written 她 when it means 'she' and 他 when it means he. However, it has to be noted that although in the first case the left component is 女 'woman', suggesting that the pronoun is used for women, in the second the left component is 'person' (亻) – not 'man' (男). Indeed, such distinction in the way third person pronouns are written basing on the gender is a modern invention that has no trace in pre-modern Chinese. Suffice it to note that Classical Chinese (6th-2nd centuries BCE) did not have specialised third person subject pronouns, using demonstrative pronouns (e.g., *bǐ* 彼 and *fú* 夫) for the purpose. Similarly, the other personal pronouns generally did not carry any information about gender (see e.g. Scarpari & Andreini 2020: 231-239).

([10]) Although ILU may be caused by certain features of the language which is translated, I posit that the degree of ILU depends on both languages considered in the semantic process. It may be the case than when Chinese is interpreted against any analytic language whose grammar categories stem from the Latin-Greek grammar tradition, ILU is more visible than when Chinese is translated into other languages. The anonymous reviewer is thanked for this suggestion.

Ordinary uncertainty includes the sub-types of generality and ambiguity. A general word is one that refers to "any one of a number of things whose differences are not denied or necessarily overlooked" (Cao 2007a: 70). An oft-quoted example is H. L. A. Hart (2012: 126)'s word 'vehicle' (see also Marmor 2014: 92). If a city ordinance stipulates that no vehicle is allowed in the park, entrance is very likely to be forbidden to motor vehicles; but are bikes or skateboards also forbidden? This type of indeterminacy is frequent in law but is not so evident. A term is ambiguous when it has more than one possible meaning. Ambiguity thus includes homonymy and polysemy (cf. Andersen 2002's taxonomy, used by Rogers 2007: 17). An oft-quoted ambiguous Chinese word which will be discussed next is *quán* 权, and it appears in the Chinese law of agency. It may mean 'authority', 'privilege', 'power', and also 'rights'. Although these meanings may be connected and similar in non-specialised language, they are not synonyms in law. As has been observed, these meanings are often equally possible in the Chinese legal context, sometimes even in the same phrase (Cao 2018c; Mannoni 2018; Yang Chao 2018). As we will see hereafter, some of the Chinese key-terms for agency are ordinarily uncertain with respect to their Italian 'equivalents'.

When two languages are considered, intralingual uncertainty may become particularly visible. So, what happens when Chinese legal terms have to be interpreted against a European language such as Italian? Some wordings that would be less uncertain in some circumstances may become more so in cross-linguistic communication. This further type of uncertainty is termed ILU (Cao 2007a) and is addressed next.

3. Interlingual uncertainty arising from the Chinese law of agency

ILU is an area that has not received sufficient attention with regard to the language of law, let alone when the Chinese legal lexicon is interpreted against any Western language other than English, such as Italian. When it comes to legal language, the interpretational procedures at the lexical level are further complicated by ILU. The legal languages involved in the transferral of meaning are necessarily bound to their respective culture (the so-called *languaculture*; Agar 1994), including the legal culture. Quite unnaturally, cross-linguistic interpretation – including translation – prompts one language to convey with its words the concepts of the other. This requires attention to subtle yet substantial differences between the terms in two languages, including legal differences.

Unintentional ILU arises from intralingual uncertainty, that we have just seen, and is *enhanced* by the TL. It occurs when difficulties in ascertaining the meaning of a term or a cluster of terms *with respect* to the TL are created or emphasised and cannot be ignored when contrasting two languages, such as in legal translation. It is caused by anisomorphism, that is, the overarching mismatch between different languacultures, including legal languacultures (Cao 2007a; Alcaraz Varó 2009).

As said, to exemplify a case of ILU from the Chinese law, here I used the key terminology of the Chinese law of agency with respect to Italian. As background information, it is noted that legal linguistics studies on Chinese-Italian are scarce ([11]), and, as of the time of writing, no bilingual legal dictionary exists for these languages. Consequently, interpreters have to resort to Chinese-English dictionaries, thus using English as an intermediate language, a misleading procedure that forces the interpreter to understand the Chinese terminology based on Civil Law through the lens of Anglo-American Common Law. In order to avoid taking such risk, the common procedure to ascertain the meaning of Chinese words is considering the meaning of the individual morphemes that compose them (including their old meanings), the study of the character components, and the study of the words in context. It is, thus, a complex approach which cannot be readily compared with that taken in the study of other languages. Such is the approach I used for the key terms under analysis.

With regard to morphological analysis of Chinese words, it should be pointed out that one thing is starting from the meanings of words to *then* explain how they are constructed (i.e., from meaning to form), but another is ascertaining the meanings of words *without* knowing it aforehand and trying to guess it by looking at how they *may be* constructed (i.e., from form to meaning). These two approaches go in two opposite directions. For instance, in 2007, Ceccagno and Basciano used linguistic data retrieved from a list of neologisms to study compounding. Their morphological analysis relies on the existence of a predeterminate basic word category and the necessity of knowing aforehand the meaning of a compound before analysing it accordingly. In other words, in my view, the analysis that the authors make is not intended to clarify the meaning of words, but to analyse how such meanings are morphologically constructed. For example, in order for the authors to claim (*ibid.*: 211) that *dúfàn* 毒贩 is [N +N]N, they had to find aforehand

([11]) For cross-linguistic studies on Chinese-Italian legal language, see e.g. Masini 1993; Colangelo 2015; Mannoni 2015.

that *dúfàn* is to be interpreted as 'drug dealer, narcotrafficker'. Hadn't they known the meaning of the word, it would have been impossible for the scholars to argue that the compound is of a [N+N]N subordinate type, because, generally speaking, *dú* can be a noun, a verb (as in *dú lǎoshǔ* 毒老鼠 'to *poison* mice'), or even a verb-like adjective (as in *dúpǐn* 毒品 [A+N]N 'poisoning + products' = 'drugs'). Hadn't the authors known the meaning of *dúfàn before* they analysed it morphologically, the following six combinations would have been all equally possible: [N+V]; [N+N]; [V+V]; [V+N]; [A+V]; [A+N]. We would also be unable to know the output of these combinations, as this often cannot be predicted, and it is generally context sensitive. A different method of morphological analysis of Chinese compounds was developed by Arcodia and Basciano (2018). The authors applied the principles of construction morphology (CxM) analysis to Chinese complex words and showed that this method is more successful in accounting for the word formation in Chinese, as it does not rely on the issue of word category, and it also enables us to "remain agnostic as to some of the most problematic distinctions" (*ibid.*: 249), including those between standard categories in morphology, e.g. root, word, affix, derivation ([12]), compounding, etc., which are particularly problematic in Chinese. The authors found that Chinese compounds may be easily accommodated in a series of templates, which can account for any process of word formation, including constructions in which a lexeme develops a new meaning, polysemy, and neologisms, "presenting things from the perspective of the speaker, rather than that of the linguist" (*ibid.*: 249). Since to my understanding these approaches are not specifically designed *to ascertain* the meanings of words by starting from their form, I wasn't able to use them here for the specific purposes of this study ([13]).

Back to the words of agency, when interpreting Chinese agency documents we encounter different terms whose meaning is highly uncertain, many of which relate to two key-terms, i.e. *dàilǐ* and *wěituō.* They are used both in ordinary and legal language. This is the first difficulty these terms pose: they are legal terms, but their use is not exclusively legal, and when they are used in the Chinese legal language, their meanings are unclear, as this study will show. Indeed, although their meanings are clearer in ordinary language, they are unintentionally and contextually uncertain in the legal language.

([12]) On derivation in a CxM perspective, see also Arcodia (2011).

([13]) I am thankful to the reviewer for pointing me to these studies, from which I could benefit massively and that I incorporated in this study whenever I was able to, within the limits of my abilities.

For instance, *dàilǐ* is linguistically made up of two characters, i.e. *dài* and *lǐ*. *Dài* means to replace something or someone (but it also means 'period, generation'); *lǐ* means to manage and to administer an affair (14). These meanings were already available for these characters in ancient times, when they also had other meanings. For instance, *dài* appeared in the *Discourses of the States* (*Guóyǔ* 國語), dating back to the 4th century BCE:

[…] 吾將以公子重耳**代**之。
[…] I am going to *replace* him with Chung'er, the Duke's son. (Available from the Chinese Text Project database; my emphasis)

The character *lǐ* has a long history in the Chinese culture, as well as several meanings. In its written form consists of "王" 'jade' + "里", a phonetic component now read *lǐ*. The dictionary GRN indicates that the oldest meanings include 'cut the jade [following its natural veins and order]', 'veins of stones' and hence 'regularity', 'order', 'reason, *ratio*,' 'principle', 'rule', 'truth', and, in a more legal sense, 'judge' and 'administer justice'. *Lǐ* plays a key role in the history of Chinese thought, whereby it has been interpreted as meaning 'principle, pattern, reason'. Its meanings and interpretations varied according to the period and philosophical environment in which it was embedded, including Buddhism. During the Northern Song period (960-1127 CE), it developed into what has been defined as 'perhaps the most important concept' (Liu 2003: 364). Notably, none of these meanings is reflected in today's usage in the Chinese agency law.

The two characters *dài* and *lǐ* combined together into a single compound word, *dàilǐ*, literally mean 'to replace someone to manage something'. This *dàilǐ* word is a modern word which was not used in ancient times. Some of the reportedly (Qu 2015: 458) most representative Chinese-English dictionaries, both general and specialised, translate it as 'agency', 'procuracy', 'procuration', 'proxy', 'representation', 'substitution' (Yu Shutong & Wen Jia 1998: 125), 'surrogate', 'act, acting' (Xue Bo 2001: 123), 'commission', 'power of attorney' (Cheng Chaofan 2000: 96), 'acting on behalf of' ("*Dàilǐ*" - Collins Dictionary), 'deputy', etc., with all these words having substantially different legal meanings. No precise legal information can be deducted from the foregoing, even though the above English translations, outside of the legal context, may be said to be sufficiently clear and alike in meaning.

(14) On *lǐ* and its meanings in the history of Chinese thought, see e.g. Rošker 2012; Liu 2003; Wang, Bao & Guan 2020.

Similar considerations can be made for *wěituō*, a term made up of two words, *wěi* (委) and *tuō* (托), both indicating the entrusting of a matter to a trustworthy person. This meaning was already attached to these words thousands of years ago. For instance, *wěi* was used in its modern acceptation of entrusting in Sima Qian's *Historical Records* or *Records of the Grand Historian*, finished around 90 BCE. In a section of the work, it says that

王年少，初即位，**委**國事大臣
When the King was young, and he ascended to the throne, he *entrusted* [*wěi*] the state affairs to his prime minister. (Sima Qian 90 BCE, Ch. 6, available from the Chinese Text Project database; my emphasis)

Tuō was used in Mencius, dating back to ca. 300 BCE, with a similar meaning:

孟子謂齊宣王曰:「王之臣有**託**其妻子於其友，而之楚遊者。[…]」
Mencius said to King Xuan of Qi: "Suppose that one of the king's subjects *entrusted* [*tuō*] his wife and children to his friend and journeyed to Chu. […]" (*Mencius 300 BCE?, Liang Hui Wang II*, 300BCE/2011: 20; available from the Chinese Text Project; my emphasis)

So, *wěi* and *tuō* implied a fiduciary relationship, as agency does nowadays ([15]).

([15]) However, *wěi* and *tuō* had also other meanings that may be more poorly connected to modern agency, and this confuses which meaning is to be considered when ascertaining the meaning of the character-morpheme in the law of agency. For instance, the character *wěi* consists in the character for 'grain' (禾) above that for 'woman' (女). The philological dictionary *Le Grand Ricci Numèrique* (Association Ricci and Descléé de Brouwer 2001, hereinafter: GRN) indicates that in oracle bones that were mostly used for divinatory purposes during the Shang dynasty (1600-1046 BCE), *wěi* referred to the name of a deceased dame to whom sacrifices were offered. It later started to be used in the *Zuǒ Zhuàn* (左传; ca. 400 BCE), the commentary to the ancient Chinese chronicle Spring and Autumn Annals (*Chūn Qiū* 春秋), to indicate the act of prostrating with the whole body (as in *wěizhì* 委质), as well as the act of making an offer, and entrusting the care of something to somebody. However, in the work attributed to the Confucian philosopher Mencius (*Mèng Zǐ* 孟子, ca. 300 BCE) it meant 'to abandon', 'to leave', as well as 'to throw in a pit'. In one of the foundational texts of Taoism, the *Zhuāng Zǐ* (庄子, ca. 3rd century BCE) it meant 'fall to the ground'. As can be seen, no legal meaning was traditionally attached to this character-morpheme. As to *tuō*, the character for the word, 托, it has a variant, 託 that was used in China prior to the simplification process (cf. note 1 *supra*) and which is still used in other territorial entities outside Mainland China, including Taiwan. The variant of the character used today is made of 扌 'hand' + *tuō* 乇, a phonetic and semantic component meaning 'to rely on, to depend on'. The older (i.e. complex) form of the character differs only for the left component, where 言 'speech' instead of 扌 'hand' is used. The right component, *tuō* 乇, was glossed as depicting the

Today, *wěi* and *tuō* appear together in *wěituō*, which is translated variously as 'authorize', 'bail', 'delegate', 'consign', 'entrust', 'relegate', 'trust' (Yu Shutong & Wen Jia 1998c: 821). In some legal terms that I will address next, *tuō* still occurs individually as a free morpheme, as it did in ancient times. Again, no precise legal information can be deducted from these more modern interpretations.

Although *dàilǐ* and *wěituō* are words, in the Chinese law of agency they also behave as morphemes forming terms whose meanings are no less uncertain than those of the two of them. These terms are *dàilǐ rén* 代理人, ('*dàilǐ* + person'), *bèi dàilǐ rén* 被代理人 ('pass + *dàilǐ* + person'), *wěituō rén* 委托人 ('*wěituō* + person'), *wěituō dàilǐ rén* 委托代理人 ('*wěituō* + *dàilǐ* + person'), *shòu tuō rén* 受托人 ('to.receive + *tuō* + person'), and *shòu quán wěituō shū* 授权委托书 ('document of + giving/receiving + *quán* + *wěituō*').

For instance, in relation to one of these terms, *shòu quán wěituō shū*, we can note that *shòu* may refer both to the act of giving and to that of receiving, as these in fact constitute *one* single event *framed* ([16]) in two different

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'leaves of a plant' and particularly 'a drooping spike; the upper part of the character pierces a horizontal line [most likely representing the soil], under which the root is found' (禾：艸葉也。从垂穗，上貫一，下有根。象形。[…]; Xu Shen 121 AD). A spike *depends* on the plant to which is attached, and the plant *depends* on the soil to grow. The word *tuō* 禾 and thus its two compounds <托> and <託> mean 'to depend on; to rely on'. Indeed, *tuō* is also used to mean 'to hold in one's hands', as in *tā* tuō *zhe pánzi shàng lóu qù le* 他托着盘子上楼去了(3sg *tuō*-DUR tray go-up floor go-away PFV), meaning 'He went upstairs *holding* a tray [in his hands]'. Back to the meaning 'entrusting a matter to somebody' that *tuō* has in *wěituō* as found in the agency law, such meaning is hence metaphorical, as the 'hand' component 扌 appearing in the character variant 托 suggests. Indeed, under the conceptual metaphor theory (CMT) as prompted in the '80s by Lakoff and Johnson (1980), a metaphor is commonly "defined as understanding one conceptual domain [termed target domain] in terms of another conceptual domain [termed source domain]" (Kövecses 2010: 4). A conceptual metaphor maps some of the features of a source domain onto a target domain. Source domains are generally more tangible or perceptible, intersubjectively accessible and image-rich than target domains, which are more abstract, intersubjectively inaccessible or personal, and much more poorly delineated (cf. e.g. Brysbaert et al. 2014: 904 and Dancyger & Sweetser 2014, both discussed in Winter 2019). In this sense, ENTRUSTING A MATTER TO SOMEBODY is an abstract concept (a target domain) that is conceptualised in Chinese as HOLDING IN ONE'S HANDS and BEING PHYSICALLY CONNECTED TO SOMETHING, as is the case of the spike connected to the plant from which it originates (in cognitive linguistics, the area of scholarly enquiry that welcomed and further developed Lakoff and Johnson's theory, small caps or, in their place, full caps are used to indicate concepts rather than words. Thus, WAR is a concept, while 'war' is a word and a linguistic instantiation of the concept war, as other words, such as 'weapon', 'embattled', 'attack', etc. are).

([16]) The term "frame" is used in many fields of linguistics, such as cognitive linguistics, for the property of languages that makes us see only some aspects of an event, whil-

fashions. Indeed, *shòu* means 'to give' in words such as *shòu kè* 授课 ('to give class') or *shòufěn* 授粉 ('to give pollen, i.e. to pollinate'), but it means 'to take' in *shòushì* 授室 ('take a wife'), and so it did in ancient times, as in

惠公沒，文公**授**之 […]
[When] Duke Hui [of Jin] died, and Duke Wen *took* it [i.e., the reign] […]
(*Han Feizi* 韩非子 (III century BCE), *Nan Er* 难二, available from the Chinese Text Project; my emphasis)

So, when *shòu* appears with *quán* as in *shòu quán wěituō shū* that I have just mentioned, does it mean 'to give *quán*' or 'to take *quán*'? Additionally, *quán* has, as I said, various meanings, such as 'power(s)', 'privilege', 'authority', 'right(s)', etc. Thus, what is the meaning of *shòu quán wěituō shu*? So far, in light of the above, the 'literal' meaning of the term can only be put as 'a written document of giving or receiving *quán* + *wěituō*' – an interpretation which is insufficiently clear in order to derive any more precise meaning in the legal context, let alone a translation. Similarly, many of the above-mentioned terms (e.g., *dàilǐ rén*, etc.) are morpho-grammatically uncertain, since the semantic relations between their constituents are unclear. For instance, what does *dàilǐ rén* ('*dàilǐ* + person') mean? And how is the term construed with respect to *wěituō rén* ('*wěituō* + person')? And, consequently, what is the meaning of *wěituō dàilǐ rén* ('*wěituō* + *dàilǐ* + person')?

As can be seen, the uncertainty of the foregoing terms is not intentional. The meaning of some of these terms is intrinsically general, such as that of *dàilǐ* and *wěituō*, or ambiguous, such as that of *quán* and *shòu*, or morpho-grammatically uncertain, as a result of the semantic opacity of the compound words.

As we will see in the next section, Italian legal language as a TL does not allow for such uncertainty. In the following two sections I will empirically show the procedure through which the legal interpreter solves ILU in the key terms under analysis. I will thus start from the TL terms, and I will contrast these with the SL terms in the section after the next.

4. Agency terminology in the target language

Both linguistic and legal aspects are involved when contrasting legal terms inter-lingually. Thus, in this section, I present and illustrate the legal

st hiding others – as if we were looking at it through a *frame*. It is said that "[a] language frames the way you see the world" (Fasold & Connor-Linton 2006, 367).

meaning of the key terms of the law of agency in the TL. This enables us to know which terms are available in the TL for the interpretation of those in the SL, and what their meanings are and how they differ. In this regard, a notable aspect that needs to be highlighted here is that *when we interpret words and thus concepts from a language into another, we are bound to interpret them according to the languaculture of the TL, not just that of the SL*. Indeed, in solving ILU, the interpreter needs to choose a term from a limited number of TL terms and consider what the legal differences between the SL and the TL are, and whether they can be disregarded or not.

So, what are the key terms of agency in Italian law? What do they mean, and what are their linguistic features?

Agency (*rappresentanza*) today in Italy is generally treated and studied as part of 'substitution in activities' (*sostituzione negoziale*) (Pugliatti 1965), which is historically and etymologically related to the Roman notion of *negotia aliena gerere* ('manage others' activities') (Bisazza 2003: 1). As is deduced from article 1388 of the Italian Civil Code (hereinafter c.c.), Italian agency (*rappresentanza*) occurs when an agent (*rappresentante*) acts in the interest of a principal (*rappresentato*) so that the actions undertaken by the agent affect the principal's legal position. From the linguistic standpoint, it should be noted that the root and suffix words in the above Italian terms make them morpho-grammatically and semantically clear. For instance, the suffix *-anza* in *rappresentanza* (agency) suggests that most likely the word is a noun. The words *rappresentante* and *rappresentato* are, hence, connectedly clear, for they manifestly belong to the category of *rappresentanza*, as the common root *rappresent-* suggests, indicating the one who represents (*rappresentante*) and the one who is represented (*rappresentato*), respectively, as their suffixes imply – being *-ante* an agentive suffix, and *-ato* a nominalised past participle corresponding to English 'represented [person]'.

There are various types of agency, according to the aspects that we take into consideration.

As to whether the agent acts in the name of the principal or not, depends on whether it is direct agency (*rappresentanza diretta*) or indirect agency (*rappresentanza indiretta*) ([17]). In the first type, the agent acts in the name of the principal (a phenomenon known as *contemplatio domini*), and thus the actions undertaken by the agent directly affect the principal's legal position, as if the

([17]) Indirect agency (*rappresentanza indiretta*) is also termed in legal Italian 'interposition in managing affairs' (*interposizione gestoria*) or 'interposition of real person' (*interposizione reale di persona*); see Trimarchi 2011: 223; Breccia et al. 2011: 346.

principal was acting in person. In the second type, the agent acts in his/her own name, and thus a subsequent act is needed to transfer the legal effects from the agent to the principal. Although the legal specificities are not entirely manifest in the terms under analysis, the way these terms are formed does give a hint of the mechanisms involved. In fact, 'direct agency' cannot but mean that agency happens *directly*, whilst 'indirect agency' clearly means the contrary.

As background historical and linguistic information, it should be noted that part of legal scholarship affirms that Roman law had only this latter type of agency, i.e. indirect agency (see e.g. Bernburd 1906 cited in Bisazza 2008: 7). However, Bisazza (2003; 2008) has shown that direct agency also existed. A notable example made by the scholar to show the existence of this type of agency in ancient times is the use of the concept of *iussum* in Roman ancient legal texts. The word can be intended either as 'order' or 'authorization', two very different words in English implying different legal notions. Indeed, *iussum* could either be used to indicate the order of the principal having the *potestas* (power) toward their agent to obey him and perform for him an action, or the authorization of the principal so to allow a person to do something for them. For instance, the *iussum* of a *pater* (father) or the *dominus* (master) toward their children or slaves was necessarily to be obeyed (see Bisazza 2003, 2008: 23-*passim*) – in which case, the word *iussum* indicated an order rather than an authorization, as it was the case in *The Institutes of Roman Law by Gaius* dating back to ca. 170 AD (*Gai Institutiones* 2.86-87, quoted in Bisazza 2003: 4). Given that children and slaves were not entitled to own anything (*nihil suum habere potest*; *ibid.*), should they purchase anything, it would be inevitably and *directly* the father or the master's. Therefore, *iussum* could be said to imply direct agency. Reversely, with the Roman society entering a new economic and commercial expansion from the 3rd century BCE, those who had the *potestas* needed trustworthy and expert persons to carry out their business in distant places (see Bisazza 2003: 7). Consequently, individuals – both children and slaves – gained the status of persons and lost that of objects, and *iussum* thus started to indicate the *authorization* given by the *pater* or the *dominus*, rather than an *order*. Such was the case, for instance, with the *iussum* given by the *pater* to the *nubendi* (spouses). Interestingly, the bond created by *iussum* was gratuitous: even when the *iussum* was given for commercial and business purposes. Indeed, it was based on friendship, trust and exchange of favours. When *iussum* was used to indicate an authorization to a trustworthy person, rather than an order to a slave or children, another word, *mandatum*, was sometimes used in

its place. This is evident from an excerpt from Paulus' *Digesta* (17.1.1.4, quoted in Bisazza 2008: 64; my translation), dating back to ca. 530 CE:

[…] mandatum nisi gratuitum nullum est: nam originem ex officio atque amicitia trahit, contrarium ergo est officio merces.
[…] if mandate is not gratuitous, it is null and void: indeed, its origin lies in kindness and friendship, thus, payment of a fee is against it.

When slaves, children and other individuals with no *potestas* gained the status of free individuals who could freely and autonomously decide whether to accept the *mandatum* or not, the word *mandatum* started to indicate an agreement, rather than an order to perform. Such etymology is reflected in today's legal usage of the Italian *mandato*, to which I will refer next.

Besides the two types of agency, direct and indirect agency, which we have just seen, there are other types of agency that need to be presented here as they will be useful later when interpreting Chinese agency against the Italian correspondent. According to the different sources of agency, article 1387 c.c. defines two types of agency: legal agency (*rappresentanza legale* or *ex lege*), consisting in the agency created by any sources of law such as court decisions (e.g., guardianship) and statutory laws (e.g., parental authority); and voluntary agency (*rappresentanza volontaria*), the one formed at the will of the parties. It should be noted that these terms are transparent: the Italian word for 'legal', and especially the Latin ([18]) wording *ex lege* (meaning 'from law') plainly indicate that the source of the relevant type of agency is law, while 'voluntary' indicates that this type of agency is grounded on the *will* of the party.

One more linguistic fact to observe is what the Italian wordings for the designations of the documents creating direct and indirect agency are. This is important and will be useful below when I will compare the Italian terms with the Chinese ones. Voluntary direct agency is created in Italy by means of power of attorney (*procura*), whilst indirect agency typically comes in the form of contract of mandate (*contratto di mandato*). Power of attorney (hereinafter PoA) in Italy is the act by which a principal or mandator (*dante procura* or *mandante*) grants an attorney-in-fact or mandatary (*procuratore* ([19]) or *mandatario*) the power to represent them. The fact that what is

([18]) For the study of Latin legal terms, see *inter alia* De-Mauri 1940; De Meto 1986; Schipani & Scivoletto 1994; Umberto 2005.

([19]) The attestation in legal sources of the Latin word *procurator* from which the Italian word *procuratore* comes from dates back to 111 BCE and 45 BCE with the *Agriculture Law* and *Tabula Heraclensis*, respectively (Bisazza 2008: 194).

granted by means of PoA are powers (*poteri*) and not rights can be understood, *inter alia*, from article 1387 c.c., in which the word 'powers' is used. Since no right is created or transferred in an Italian PoA, the attorney-in-fact is under *no* obligation to perform (Salomoni 1997: 20-22). Indeed, article 1387 c.c. uses the term 'power of agency' (*potere di rappresentanza*), and article 1388 c.c. uses the term 'faculty' (*facoltà*) – but not 'right' – underlining that the agent is entitled *but not obliged* to perform the principal's instructions. Consequently, the attorney-in-fact may be appointed as such without them knowing: PoA in Italy is a unilateral act, meaning that the attorney-in-fact does not need to agree with it (nor to sign it). Linguistically, we can note that the names of the parties to the PoA are only partly transparent: for instance, owing to the meaning of the suffix *-ante* that I have explained above, *mandante* surely means 's/he who mandates'; similarly, the word *dante procura* necessarily means 's/he who gives a PoA', given that *dante* is an agent noun derived from the Italian verb *dare* ('to give'). However, it is only after the interpreter has realised this that they can understand the meaning of the words *mandatario* and *procuratore*.

As to the document used to create indirect agency, i.e. the contract of mandate, it is defined by article 1703 c.c. as the agreement by which one party commits to carry out one or more acts in the interest of the other ([20]). Practically speaking, since mandate is binding for the two contracting parties, the contract bears the signatures of both. The terms for the designations of the parties to a mandate are understood from articles 1704 and 1705 c.c., where the principal is termed mandator (*mandante*) and the agent mandatary (*mandatario*). From the terminological and legal perspective, it has to be noted that these names *are the same as those* we saw earlier for the parties to an Italian PoA: 'mandator' and 'mandatary' are thus two ambiguous designations, indicating either the parties to a PoA or those to a contract of mandate. Such ambiguity is *explicable*, if anything. Indeed, agency is an evolution of *mandatum* (see also footnote 6 above). Mandate and PoA are frequently merged into a single document in the so-called mandate with agency (*mandato con rappresentanza*), in which the principal/mandator grants direct agency powers to an attorney-in-fact/mandatary, specifically binding them to perform (Trimarchi 2011: 225). In such document, it is

([20]) Original Italian version of article 1703 c.c.: "Il mandato è il contratto col quale una parte si obbliga a compiere uno o più atti giuridici per conto dell'altra". See Bisazza (2003, 2008) for a historical account of the relationship between Roman-time *iussum*, *mandatum*, and modern agency.

not possible to distinguish which part is the mandate and which is the PoA (see Pugliatti cited in Baldini 2006: 27).

So far, we have seen the meaning of the different key terms relating to Italian agency. These constitute all the possible terms into which the SL terms can be interpreted. As is clear from the foregoing, Italian legal terminology is precise, largely using one term for one legal notion. When it exceptionally does not, as in the case of the two synonymic terms that we have just seen, there are reasons for this. This is different to what we are going to see in the next section on the agency terms in the Chinese legislative language.

We can now proceed to contrast the SL terms with those of the TL that we have just seen.

5. Contrasting Chinese agency terminology with the Italian terms

In this section we will observe the interlingual indeterminacy arising from the Chinese agency terms as found in private legal documents with respect to Italian legal terminology.

At the time of writing ([21]), agency in China was regulated by *three* sources of law that needed to be considered to ascertain the meaning of the relevant agency terms. These are the Common Principles of Civil Law (1987, 2009 amendment; *Mínfǎ Tōngzé,* hereinafter MFTZ), a fundamental statutory law similar to a civil code; the General Principles of Civil Law (2017; *Mínfǎ Zǒngzé*, hereinafter MFZZ), which was gradually replacing the MFTZ and was going to be incorporated in the new Civil Code of China; and the Contract Law (1999; *Hétóng Fǎ*; hereinafter HTF). The presence of three sources of law regulating one single matter, namely agency, can be contrasted to the Italian law of agency, in which, as seen, the sole source of law is the Civil Code.

Firstly, some of the key terms for Chinese agency can be found in article 63 MFTZ and 161-162 MFZZ. Both these statutes have a specific section (Sec. 4 Par. 2, and Sec. 7, respectively) titled *dàilǐ*. By reading the aforementioned articles in the light of the information we gained for the TL, it becomes clear that *dàilǐ* means 'agency' (*rappresentanza*) when is used in the title of the

([21]) This article was finalised prior to the adoption of the new Civil Code (*Mínfǎ Diǎn* 民法典) in Mainland China, which took effect on January 1, 2021. However, a section of the Civil Code, termed General Principles of Civil Law (*Mínfǎ Zǒngzé*) was adopted earlier and was in force at the time of writing the article, so it could be considered for the analysis of inter-lingual indeterminacy.

Section, although its meaning changes when is used as a word component. Owing to the different linguistic features of Italian and Chinese morphology, this phenomenon does not happen in the Italian terms that we have seen in the earlier section. For instance, article 63 MFTZ lays down the following:

(8) 第二节 代理
第六十三条 公民、法人可以通过代理人实施民事法律行为。代理人在代理权限内，以被代理人的名义实施民事法律行为。被代理人对代理人的代理行为，承担民事责任。依照法律规定或者按照双方当事人约定，应当由本人实施的民事法律行为，不得代理。
Section 2 *Dàilǐ* (代理)
Article 63 Citizens and legal persons may perform civil acts through a *dàilǐ rén* (代理人). Within the limit of the *quán* (权) granted, the *dàilǐ rén* performs civil acts in the name of the *bèi dàilǐ rén* (被代理人). *Bèi dàilǐ rén* bears civil responsibility for what the *dàilǐ rén* performs. Any civil acts for which the law or any *agreements* (*yuēdìng* 约定) between the parties establish shall be performed by the *běnrén* (本人) cannot be performed through agency.

A number of comments are warranted here on *dàilǐ*, as well as on two other uncertain terms *běnrén* and *quán*. Firstly, as to *dàilǐ* appearing in the title, literally made of 'substitute + manage', it cannot be translated literally as, say, 'substitute and manage' or 'manage by replacing', as these are not legal categories in the Italian law of agency, as we have seen. With respect to Italian, *dàilǐ* here has to be interpreted as 'substitute [somebody] to manage [their activities]', similarly to *negotia aliena gerere* mentioned earlier. Thus, *dàilǐ* as used in the title of Section 2 is a noun to be intended as Italian agency (*rappresentanza*). Yet, when is used in the term *dàilǐ rén*, the semantic relationship between *dàilǐ* ('agency') and *rén* ('person') is morpho-grammatically uncertain: is *dàilǐ* a name here (i.e., [N+N]N)? Or is it a verb (i.e., [V+N]N)? And what is the relation of *dàilǐ* with the constituent *rén*? For instance, even though one can rightly posit that here *rén* is an agentive noun, and thus according to Ceccagno and Basciano's taxonomy (2007) *dàilǐ rén* would be an endocentric subordinate compound ([22]), this is not the sole hypothesis one can reasonably form, as in Chinese there are compound words ending in *-rén* whereby *rén* is *not* an agentive suffix, e.g. *jīngrén* 'to astonish + person/people = astonishing' (and *not* *'person who astonishes'), *dòngrén* 'to move + person/people = moving' (but *not* *'person who moves'), *diūrén* 'to lose + person/people = lose face', as we have seen in Section 1. So, owing to the morphology of Chinese, the meanings of many words cannot be ascertained without a margin of error by

([22]) I am thankful to the anonymous reviewer for this suggestion.

looking at their forms. This morpho-grammatical uncertainty is not found in the Italian legal terms of the law of agency that we have seen. In the above article, in the light of the context, *dàilǐ rén* appears to be intended as 'the person who performs *dàilǐ*' ([V+N]N), i.e. the Italian attorney-in-fact or mandatary (*procuratore* or *rappresentante* or *mandatario*). Consequently, *bèi dàilǐ rén*, with *bèi* being a passive marker, is the person being *dàilǐ*-ed, i.e. the principal (*dante procura* or *rappresentato* or *mandante*).

From the legal perspective, article 61 MFTZ and article 162 MFZZ establish that the agent acts *in the name* of the principal and the acts performed by the agent affect the principal's legal position: this means that Chinese agency may correspond to Italian direct agency, not to indirect agency.

Secondly, another confusing term *běnrén* appears in articles 63 and 66 MFTZ and article 161 MFZZ. In many Chinese laws the term is a pronoun meaning 'one' or 'one's' or 'in person' ([23]), whereas in formal Chinese documents, it means 'I the undersigned'. However, in the above-cited article and in the Chinese law of agency, *běnrén* has the meaning of 'principal', as noted by Wang Jiafu (1987: 130) who says that '*bèi dàilǐ rén* is also termed *běnrén*' ("被代理人,或称本人"). This is baffling, and is a source of ILU, given that when one finds *běnrén* out of the above provision cannot be sure whether it means 'one', 'one's', 'in person', 'I the undersigned', or 'principal'. One possible explanation for such uncertainty could be that the word is ambiguous, and such linguistic ambiguity is purposefully exploited: *běnrén* is made of *běn* and *rén*, with *běn* meaning 'basis, main', and *rén* meaning 'person'. Thus, the word can also be interpreted as 'main person', i.e. 'principal person' – and, thus, 'principal'. In this sense, the word would be a calque from English. In fact, the MFTZ are not exclusively based on Civil Law. During the drafting procedure, China considered other Western sources, including Anglo-American law (Chen 2011: 416), and thus a literal translation could

([23]) ChinLaC (Chinese language Law Corpus), a corpus of modern laws of Chinese-speaking territorial entities that is being created under the Project of Excellence plan (2018-2022) granted to the Department of Foreign Languages and Literature at the University of Verona, has 344 instances of the word *běnrén*. Examples of the use of *běnrén* when it means 'one', 'one's', or 'in person' include 'As to employees, if any of the following reasons leads *one* [them, i.e. the employees] to suffer any injury or death while at work, [...]' (职工因下列情形之一导致**本人**在工作中伤亡的, [...]); 'when employment is temporarily suspended not at *one's* will' (非因**本人**意愿中断就业); 'If the Judge intends to resign, they need to file a written request *in person*' (法官要求辞职，应当由**本人**提出书面申请); 'Physicians […] shall obtain the […] consent from the patient *himself/herself* […]' (医师[...]应当[...]征得患者**本人**[...]同意) (my emphasis). The corpus was explored by using #LancsBox 6.0 (Brezina, Weill-Tessier & McEnery 2021), a corpus manager.

have entered China through Japan, that also uses '*běnrén*' (read *hon'nin* in Japanese). Another explanation could be that since a Chinese PoA starts with a phrasing like 'I the undersigned' describing who the principal is, then the Chinese word *běnrén* for this phrasing may have become the Chinese term for 'principal' itself. The third explanation could be that both the above explanations are true, and that Chinese exploits the ambiguity of *běnrén* to be intended as 'I the undersigned (and) principal'. Interlingually, the word *běnrén* can be translated as '*rappresentato*' (represented, 'principal') when it comes to a generic outline of the law of agency, such as the one laid down by article 63 MFTZ and 162 MFZZ, and as '*dante procura*' or '*mandante*' when it appears in a Chinese PoA. Thus, within three articles of two statutes we find two terms for one notion, i.e. *bèi dàlǐ rén* and *běnrén* for principal. When these equivalent terms are found outside that very same provision where their synonymity is clear, such as, say, in private legal documents, they are a source of uncertainty, as their meanings are not synonymous as they may be in law. This contrasts with the Italian legal terms of the law of agency, in which none of the terms that we have seen has a similar ambiguity.

Thirdly, as for *quán*, mentioned earlier, this is a very ambiguous term, broadly indicating the competency to do something, and its meaning is uncertain intralingually and interlingually. As said, in law it may be intended as 'power', 'rights', 'authority', and also 'privilege' (cf. Mannoni 2018). Interlingually, in the light of the agency provisions in the TL, such as articles 1387 and 1388 c.c. discussed earlier, *quán* may be translated as 'power(s)' (*poteri*) or 'faculty' (*facoltà*). Nevertheless, this proposition can be equally proved or disproved depending on how we proceed, for different acceptations are equally plausible, making *quán* an ambiguous word having no equivalent in Italian. For instance, if we consider that many legal notions were imported to China via Japan (Chen 2011: 418), and that the Japanese provision on agency – in which *quán*, read *ken* (and written 権), appears – is very similar to the German one (Lutz-Christian Wolff & Bing Ling 2002: 177), we can ascertain the meaning of *quán* by finding the meaning of the Japanese term *ken* in the light of the German term it translates ([24]). This enables us to understand the

([24]) It is worth noting that between the end of the 19th and the beginning of the 20th centuries, many Japanese intellectuals were profoundly influenced by German scholars. Consider for instance the influence on Inoue Enryo by German philosophers (specifically Kant and Hegel) (Josephon-Storm 2017); see also Riepe (1965). The Author would like to thank Prof. J. A. Josephson Storm (Department of Religion, Williams College) for having pointed to the above references in personal communication with Simona Lazzerini (Department of Religious Studies, Stanford University, PhDc),

meaning of *ken*, and hence of *quán*, interlingually. Article 99 of the civil code of Japan (*Minpō Ten* 民法典) lays down that "A manifestation of intention that the agent expresses in the interest of the principal within the *limits of ken* granted to him shall affect directly the principal's legal position", and this phrasing is calqued from article 164 par. 1 of the German civil code *Bürgerliches Gesetzbuch* (commonly abbreviated as BGB), which uses the word *Vertretungs*macht ('*-macht* of agency'). For our purpose, we should note that the word *Macht* comes from Middle and Old High German *Maht* meaning 'might, ability', and, notably, 'power', and is totally *unrelated* to *Recht*, 'right' (Kluge 1891: 222). Thus, this seems to be an indication that *Macht* in the German BGB, and thus *ken* in the Japanese *Minpō*, and consequently *quán* in the Chinese MFTZ and MFZZ is to be intended as 'power', rather than 'right'. However, we come to a very different conclusion if we consider that article 63 MFTZ and article 161 MFZZ use the term *yuēdìng* (约定, 'to agree and establish') to indicate that the parties (i.e., the principal and the agent) are entitled to agree that some acts are not done by the agent. This is important because it shows that there is a major difference between the Italian and Chinese agency in terms of being unilateral for the agent. Many Chinese documents that fall under the category of agency do bear the signature of both the principal and the agent ([25]), a graphical evidence that the Chinese document in question may also be based on an agreement between the parties thereto, as in the Italian mandate with agency, in which the principal has the *right* to expect that the agent performs the agreement, and the agent is bound to execute it. Under this interpretation, *quán* means 'right'. No definite univocal interlingual interpretation for this word can be provided. Both intralingually and interlingually *quán* is ambiguous, and whatever the interpretation, its unintentional ambiguity cannot be maintained in the TL: it is either 'powers' (*poteri*) or 'faculty' (*facoltà*) or 'rights' (*diritti*). No equivalent ambiguous word exists in Italian, as we have seen in the earlier section.

As for the uncertain key-term *wěituō*, it is found in various provisions, and it is confusing. Importantly, it appears in combination with *dàilǐ*, as in *wěituō dàilǐ*, in articles 64 MFTZ and 163 MFZZ: the meaning of this compound word is morpho-grammatically uncertain. It can be interpreted as 'to *wěituō* a *dàilǐ*', or '*wěituō* AND *dàilǐ*' or, a modifier-modified con-

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who is also kindly acknowledged.

([25]) See for instance the samples made available online by *The Shanghai Lawyers Webpage* (http://www.shanghailaw.org/weituo.html) and *Beijing Kaitai Law Firm* (http://www.kaitailvshi.com/Topic.aspx?Id=10129), as well as the guidelines for drafting a Chinese PoA outlined by Huang and Liu (2011: 26).

struction, '*dàilǐ* OF *wěituō*' . Since article 163 MFZZ establishes that "*Dàilǐ* can be *wěituō dàilǐ* or *fǎdìng dàilǐ*", it is understood that the article sets out two types of *dàilǐ*, and thus that the interpretation of the term is '*dàilǐ* of [a] *wěituō* [type]'. In order to resolve this uncertainty interlingually with respect to Italian, we need to consider article 163 MFZZ, which lays down that

第一百六十三条 […] 委托代理人按照被代理人的委托行使代理权
Article 163 […] A *wěituō dàilǐ rén* executes the agency powers according to the principal's *wěituō*.

But who is this *wěituō dàilǐ rén*? As it was the case with *dàilǐ rén* that I have discussed above, the term *wěituō dàilǐ rén* is semantically and morphologically opaque, until we understand its meaning. Since the one who executes the agency powers is the agent, *wěituō dàilǐ rén* is to be intended correspondingly in the TL as *rappresentante* ('agent'). Therefore, since it is understood from the above provision that, in it, *wěituō* has the meaning of *mandatum* (i.e., the instruction to perform), the *wěituō dàilǐ* type of agency is to be intended as 'voluntary agency' (*rappresentanza volontaria*). As can be seen, the degree of clarity of *wěituō dàilǐ*, having various contextual interpretations, and the correspondent Italian translations such as 'voluntary agency' and 'agent' is *not* the same – being the Chinese term more ambiguous and semantically opaque than the Italian equivalents.

Even more terminological confusion arises when the terms for the designations of the legal documents creating direct or indirect agency are considered; these will be addressed next, before a final discussion on the linguistic aspects involved is offered.

5.1 Confusing Agency Documents

As anticipated, *wěituō* and *dàilǐ* are the two key-terms in agency terminology whose meaning is highly uncertain. This is true for their use in the above provisions, and it is the more so in the terminology relating to the documents used to create agency.

Articles 65 MFTZ and 165 MFZZ use the term *shòu quán wěituō shū*, a vague term literally meaning 'a document of *wěituō* of giving/receiving *quán*', with the same *quán* that I have just discussed. Its uncertainty can be resolved interlingually basing on two somewhat complex considerations. Firstly, and chiefly, the MFZZ uses such Chinese term within the *Wěituō Dàilǐ* section

2, indicating that this is the document creating voluntary agency, i.e. a PoA (*procura*). Secondly, before the 2017 clarification implicitly provided for by the MFZZ, the same conclusion would be achieved by considering that article 65 MFTZ lays down that this document shall indicate the name of the agent (*dàilǐ rén*) and bear the signature or the stamp of the principal – for which word, notably, another confusing term is used, *wěituō rén* (委托人), virtually meaning 'person who entrusts' (with *-rén* being an agentive suffix), or 'to entrust + person/people = entrusting' (cf. *jīngrén* 'to astonish + person/people = astonishing'), or any other meaning non-predictable from the meanings of its components (cf. any exocentric compound, such as *diūrén* 'to lose + person = to lose face'). Thus, given that *wěituō rén* is the other party to the agency document *shòu quán wěituō shū* besides the agent (*dàilǐ rén*), *wěituō rén* is the third term for 'principal' and 'mandator', besides *bèi dàilǐ rén* and *běnrén*. Additionally, there is no indication in article 65 MFTZ that the agent is obliged to perform, and it is legally impossible that by simply signing such document the principal binds someone who is not willing to be bound (cf. Wang Liming 2000: 118). This is similarly impossible under Italian law, as we can understand from article 1372 c.c. founded on the principle *res inter alios acta, tertio neque nocet neque prodest* ('a thing done between two people does not harm nor benefit a third person') (Barberini et al. 2010: 803). Thus, considering that such provision does not require (although it does not exclude) that the agent signs the *shòu quán wěituō shū*, this document is not (necessarily) an agreement and hence a mandate, but a PoA. The Italian translation of *shòu quán wěituō shū* is thus *procura* (PoA), although, reversely to the Chinese case, Italian PoA cannot be signed by both the principal and the agent; in fact, as illustrated earlier, a PoA is not an agreement, unless it forms a part of a contract of mandate, in which case it is termed accordingly as *contratto di mandato*. As to *shòu quán* appearing in the designation of the Chinese PoA, the Chinese statutes on agency do not clarify whether it means 'to confer' or 'to receive *quán*'. In the designation itself, it can mean both, for a PoA is a document conferring powers from the perspective of the principal, while it is a document to receive powers from the perspective of the attorney-in-fact. It is noted that many Chinese PoAs, such as those we can retrieve online ([26]), use *shòu quán* as a transitive verb, in which *quán* is not considered an object, but is grammaticalized to form a verb together with *shòu*, and thus *shòu quán* takes a direct object indicating the beneficiary upon whom powers are conferred. In this case, *shòu quán* is 'to confer powers' ('*conferire poteri*'), and

([26]) See for instance https://www.docer.com/preview/3092360.

the other interpretation 'to receive powers' cannot be sustained. In this sense, *shòu quán* is the default legal term for the word 'to empower' (cf. Xia's (2012) *English-Chinese Dictionary of Law*).

Besides the provisions that we find in the MFTZ and MFZZ on Chinese direct agency, some relevant provisions are also specifically addressed in Section 21 (articles 396 to 412) of the HTF. Prior to the adoption of the Civil Code on 1st January 2021, these articles regulated the *wěituō hétóng* (委托合同), literally 'Contract of *Wěituō*'. As we will see, the term means contract of mandate, although it differs substantially from its Italian 'equivalent'. As a matter of terminology, the HTF uses two terms relating to *wěituō* to indicate the parties to the contract of mandate, that is, *wěituō rén* that we just saw for 'mandator', and *shòu tuō rén* for 'mandatary'. The meanings of both these terms are difficult to ascertain, for their literal translations are not perspicuous. In fact, the meaning of the latter can be ascertained only by understanding the meaning of the former first: since *wěituō rén* is, as we have just seen, 'mandator' (*mandante*), then *shòu tuō rén* has to indicate the 'person who receives a *tuō*/*mandatum*'. Additionally, and misleadingly, *wěituō rén* and *shòu tuō rén* are also used in the Chinese legal vocabulary to indicate the settlor and the trustee in a trust relationship, as is the case in article 2 of the Trust Law of China (2001) ([27]). This is further indication of how the terms under scrutiny tend to be uncertain in meaning.

In order to contrast the legal meaning of the 'equivalent' words for 'contract of mandate' in Chinese and Italian, we need to consider article 402 HTF, which establishes the following:

> Article 402 A contract entered into by the mandatary *in his/her own name* and a third party within the limits of power conferred on him/her by the principal *directly* affects the principal's legal position, provided that such a third party is informed of the agency relationship, and that there is no evidence proving that the contract was entered into in order to exclusively bind the mandatary and the third party ([28]).

This provision differs from what Italian legislation provides for the mandate, in that it lays down that the agent enters into a contract *in his/her own name* and *yet* it directly affects the principal's legal position. This is not pos-

([27]) It is noted that the Trust Law (*Xìntuō Fǎ* 信托法) has not been incorporated into the Civil Code, thus the confusing use of *shòutuōrén* and *wěituōrén* persist.

([28]) Original Chinese version of article 402 HTF: 受托人以自己的名义，在委托人的授权范围内与第三人订立的合同，第三人在订立合同时知道受托人与委托人之间的代理关系的，该合同直接约束委托人和第三人，但有确切证据证明该合同只约束受托人和第三人的除外。

sible under Italian law, according to which, in the absence of *contemplatio domini*, the agency is indirect, and the principal's legal position cannot be affected, unless a subsequent act is performed. It is worth noting that the existence of such phenomenon is in fact a contradiction only if compared with the Italian Roman-law based jurisdiction. In fact, in Common Law jurisdictions, the possibility for the agent to act in his/her own name and directly affect their principal's legal position is not infrequent, for the only requisite for such a phenomenon is that the agent acts in someone else's interest, including someone whose name is not revealed (so called undisclosed principal; cf. Trombetta-Panigadi 2003: 4). This is also explained in the official *Interpretation of the Contract Law* of China (1999), clarifying that such an application of agency is the result of the adaptation of the legal notion of Anglo-American agency, which was imported to foster legal and business relationships with Anglo-American countries, and on the basis of treaties and conventions on agency in the international sale of goods (Fang Xinjun 2002; Lutz-Christian Wolff & Bing Ling 2002: 179, 186).

Finally, besides the statutory terminology for agency that we have discussed so far, *non-standard legal terminology that is not found in statutes also exists in China*, and it is a further source of confusion and ILU for the interpreter. For instance, a PoA-like document was termed 'certificate of *dàilǐ*' (*dàilǐ zhèngshū* 代理证书) in an article (Shui Jingjing 2017) reported in a WeChat newsfeed about the patient's rights when being admitted to hospital; the attorney-in-fact was termed *bèi shòuquán rén* ('person being given *quán*' 被授权人) and *shòu wěituō rén* ('person of receiving a *wěituō*' 受委托人). This is not an isolated case of non-standard use of the legal terminology, and it is confusing: for instance, the PoA to appoint an attorney-at-law is sometimes termed *lǜshī wěituō shū* 律师委托书 ('document + *wěituō* + lawyer'; Hua Lü Wang, n.d.) or *shòuquán lǜshī wěituō shū* 授权律师委托书 ('document + *wěituō* + lawyer + giving/receiving *quán*' ([29])), and these terms are lexically opaque and interlingually uncertain with respect to precise Italian legal terminology. Non-standard designations also exist for the contract of mandate, an example of which can be found on the webpage of the Department of Finance at Wuhan University, where a *wěituō dàilǐ shū* 委托代理书 ('document of voluntary agency') sample is proposed. Additionally, *wěituō* is often used as a verb meaning 'to entrust' or 'to appoint

([29]) For instance, the term was used in a document uploaded by a user in 2017 (accessed February 19, 2018) on the Baidu Wenku platform (https://wenku.baidu.com/view/baee16b6f71fb7360b4c2e3f5727a5e9856a273d.html).

somebody', as a sample document retrieved on a Chinese database does ([30]). The Chinese laws do not use *wěituō* as a verb, and thus its legal meaning as a verb is uncertain, and it becomes interlingually uncertain if it is to be found in PoAs or Contracts of Mandates, as there are no reference statutes that the interpreter can consult. The Italian interpretations in these cases would not be univocal, being '*nomina e costituisce suo procuratore*' (appoints as one's attorney-in-fact) in PoAs, or '*nomina suo mandatario*' (appoints as one's mandatary) in Contracts of Mandates.

6. Implications and conclusions

The following Table 1 resumes the terminological correspondences to which this study has come and shows some ([31]) of the literal interpretations of the Chinese terms of the law of agency in contrast with their legal meanings in Italian. Grey cells indicate semantically opaque Chinese terms whose literal meaning can hardly be related with their legal meaning owing to the various reasons illustrated in the foregoing discussion. Non-standard terms are marked in grey as indeterminate by default, in that their meanings are not grounded in statutes, and there is, thus, even more uncertainty as to what they may mean.

Table 1: Chinese uncertain terms of the law of agency vs Italian terms.

Chinese	**Literal meanings of the Chinese terms**	**Italian (English)**
Terms containing *wěituō* (委托) or *tuō* (托)		
wěituō or *tuō*	to.entrust	*mandato, mandatum* (mandate)
shòu quán wěituō shū	to.give/to.receive + power/ privilege/authority/right + to.entrust + written. document	*procura* (Power of Attorney)

([30]) In the sample document uploaded to https://www.docer.com/preview/3092360 (accessed February 25, 2020), it says *xiàn shòuquán wěituō* ___ (现授权委托__, 'Hereby empowers and entrusts __').

([31]) Owing to the fact that many Chinese morphemes and words do not have a basic word category, Table 1 shows only *some* of the possible meanings of the word constituents.

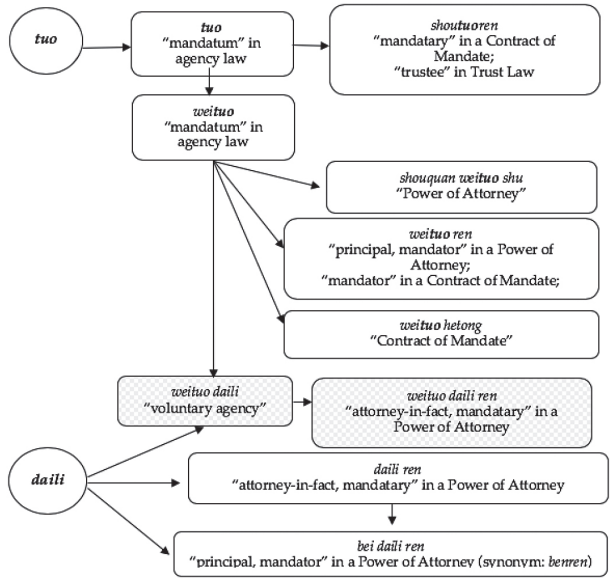
wěituō dàilǐ	to.entrust + to.manage. on.behalf.of.somebody	*rappresentanza volontaria* (voluntary agency)
wěituō rén	to.entrust + person	in a PoA: *dante procura* or *mandante* (principal or mandator); in a contract of mandate: *mandante* (mandator). Note: *settlor* in a trust relationship
wěituō dàilǐ rén	to.entrust + to.manage. on.behalf.of.somebody + person	in general: *rappresentante* (agent); in a PoA: *procuratore* or *mandatario* (attorney-in-fact or mandatary)
shòu tuō rén	to.receive + to.entrust + person	*mandatario* (mandatary) in a contract of mandate. Note: *trustee* in a trust relationship
wěituō hétóng	to.entrust + contract	*contratto di mandato* (contract of mandate)
Terms containing *dàilǐ* (代理)		
dàilǐ	to.manage.on.behalf. of.somebody	*rappresentanza* (agency)
wěituō dàilǐ	to.entrust + to.manage. on.behalf.of.somebody	*rappresentanza volontaria* (voluntary agency)
bèi dàilǐ rén	PASS + to.manage.on.behalf. of.somebody + person	in a PoA: *dante procura* or *mandante* (principal or mandator)
wěituō dàilǐ rén	to.entrust + to.manage. on.behalf.of.somebody + person	in a PoA: *procuratore* or *mandatario* (attorney-in-fact or mandatary)
dàilǐ rén	to.manage.on.behalf. of.somebody + person	in a PoA: *procuratore* or *mandatario* (attorney-in-fact or mandatary)
Other key-terms		
běnrén	one / one's / in person / I the undersigned / main person	*rappresentato* (principal)
quán	power / privilege / authority / right	*poteri*; *diritti; facoltà* (powers, rights, faculty)
Non-standard terms		
wěituō shū	to.entrust + written. document	*contratto di mandato* (contract of mandate)

wěituō dàilǐ shū	to.entrust + to.manage. on.behalf.of.somebody + written.document	*contratto di mandato* (contract of mandate)
dàilǐ zhèngshū	to.manage.on.behalf. of.somebody + written. certificate	*procura* (Power of Attorney)

As can be seen by simply counting the grey cells, many Chinese legal terms in the law of agency are semantically obscure with respect to their Italian 'equivalents'. This implies that the interpreter faces considerable difficulties when ascertaining their meaning against more transparent languages, such as Italian.

As said, ILU is sometimes caused by *intra*lingual indeterminacy, including morphological aspects of the SL. In this regard, Table 2 below highlights the way the Chinese words-morphemes combine in the above-illustrated terms of the Chinese law of agency. In the table, arrows indicate the direction of formation of new words, from monomorphemic and monosyllabic characters-morphemes to polymorphemic words.

Table 2: Combinations of the Chinese 'words-morphemes' of the law of agency.



As can be seen, the linguistic use of these keywords is somewhat confusing. This results in semantic uncertainty and interlingual indeterminacy.

A number of implications can be drawn from the foregoing discussion. Firstly, at the micro-level of the study of ILU from the Chinese law of agency, we have seen that the use of the key-terms *wěitūo* and *dàilǐ* is confused and is a source of indeterminacy. The semantic relationship between the morphemes that make these words is semantically obscure, and the meanings of these key-words can hardly be ascertained by the interpreter when these terms are found in private legal documents, outside of the statutory provisions that regulate them and give them more (not absolute) consistency. Thus, for instance, there is no linguistic reason why *wěituō rén* 'to.entrust + person' means mandator, but *wěituō dàilǐ rén* 'to.entrust + to.manage.on.behalf.of.somebody + person' means mandatary. The way these terms are used in statutes is the only information we can rely upon when ascertaining their meanings, although, notably, their use is inconsistent, as is the case with *wěituō rén* or *shòu tuō rén*, also appearing in the Trust Law of China, and with *wěituō* meaning *mandatum*, but *wěituō dàilǐ* meaning voluntary agency. Additionally, non-standard terms are also used in legal documents and informative materials, and this is a further source of ILU. This is different to many Italian or English terms, such as those we have seen in this study, in which their linguistic form often clarifies the grammatical category they belong to as well as their meanings. For instance, *mandante* (mandator) is more transparent than *wěituō rén*, as in *wěituō rén* we are unable to see what the relation between the characters-morphemes is. Similarly, owing to the morphology of Chinese, *wěituō* does not change form when is used as a noun or as a verb. As we have observed in the foregoing analysis, this makes unclear how simple morphological structures are to be interpreted, as is the case of *wěituō dàilǐ*.

Secondly, we have seen that when we find unintentional uncertainty at the terminological level, it cannot be maintained in cross-linguistic interpretation and shall be solved if the TL is less uncertain than the SL, such as the Italian language of the law of agency is to the Chinese one. As we have seen from the foregoing exemplification, one possible procedure to deal with ILU between two languages of the same legal system is by identifying the key terms and their legal meanings in the TL, and then going back to the SL and ascertaining the terms in light of the TL. In this regard, meta-lingual analysis may also be useful to assess the meanings of a vague term, as we have seen for the word *quán* and its Japanese and German reconstruction, although the lack of a similarly ambiguous term in TL prompts the interpreter to expunge ambiguity in translation. In fact, as noted, interlingual terminological uncertainty is TL-driven, as it depends on whether the terms in the SL are sufficiently clear for the requisites of the TL. In the exemplified case of Chinese-Italian cross-linguistic interpretation, they are not.

Many years ago de Groot proposed that legal translation does not raise extreme difficulties if it is done between two genetically distant languages that are used in countries based on the same legal system ([32]) (de Groot 1987: 798). However, this seems to be hardly the case of Chinese and Italian. As we have seen, it is true that such relationship between the two legal cultures allows for the existence of agency in both countries, and for a similar law, although significant differences are present in the HTF, which is partially based on Common Law. Some of the linguistic features of the Chinese language make its legal terminology particularly uncertain when interpreted against Italian, significantly complicating interlingual translation into this language. Additionally, since Chinese laws and legal documents are based on Civil Law, they do not provide any definitions of legal terms, contrary to what happens in many Anglo-American jurisdictions where the meaning of terms is often clarified in legal documents, in statutes, or in cases by judges, whose definitions have a binding force (Ross & Ross 1997: 208-209; Cao 2018b: 160). The fact that the Italian legal terminology of the law of agency is less vague than the Chinese one, and that the two languages belong to two countries based on the same legal family, implies that disambiguation is necessary, and unavoidable. In fact, while it is true for some types of uncertainty that "[t]he legal translator is not the lawyer […] and must always resist the temptation to clarify or make a word more precise" (Cao 2007b: 81), we have seen that clarification may be prompted by the TL and thus unavoidable.

Furthermore, some of the examples that we have seen above indicate that there are various factors that create interlingual uncertainty from Chinese legal language. As we have seen, Chinese allows for the arrangement of its morphemes in different positions, with no graphical or otherwise alteration. One character can be used in one word with one meaning, and in another word with another meaning; generally speaking, the meaning of a legal term is *not* the result of the sum of the meanings of the individual characters that make the word. While this may be true for many multi-word terms in various languages (see e.g. Vendler 1967, in Andersen 2007), a hypothesis can be submitted that this is more frequent in the Chinese legal language. Thus, say, 'to.entrust + person' (*wěituō rén*) means mandator, but

([32]) "Legal system" is a term commonly used in comparative law to refer to how the law is interpreted and enforced. Notwithstanding the specificities of each country, the two most widespread legal systems in the world are Civil Law and Common Law. In this acceptation, "legal system" has the same meaning as "legal family" and "legal tradition". Such is the acceptation of the term "legal system" as used by de Groot, cited next in the main text. Cf. e.g., https://www.law.cornell.edu/wex/legal_systems (Accessed July 24, 2021).

'to.manage.on.behalf.of.somebody + to.entrust + person' (*dàilǐ wěituō rén*) means mandatary. This is a source of ILU from Chinese legal language.

Additionally, and finally, Chinese legal terminology is younger than that of the Western legal traditions, given that its creation begun as recently as the end of the 19th and the beginning of the 20th century, when Western law started to be imported to China. As Stanley Lubman proposed many years ago, China does not have a specialised legal terminology (Lubman 1970: 230), although a standardization process has been more recently observed (Qu 2015). Indeed, the recent adoption of the Civil Code in 2021 seems to go in this direction, merging (and, thus, abolishing) scattered laws on different matters into one single code, whereby less concept conflation is likely to happen. Yet, standardization does not necessarily imply specialization. Many terms used in legal documents are largely the same as those used in ordinary non-specialised Chinese, making use of the same characters and words, just combined together in a different fashion or context. *There is no set of specialised characters for the Chinese legal language*. This is opposite to what we can observe in several Western legal languages, whereby many legal words are remarkably so and where old-sounding words and phrasings or ancient languages, such as Latin, are used. The current Chinese legal system is very young and has no traces in traditional China. Additionally, traditional China was not focused on laying down and protecting the rights of Chinese citizens: experts in law had no right to represent their client in courts or legal proceedings (Chow 2015: 53), and there was virtually no traditional Chinese legal doctrine and legal rhetoric focussed on the study of the profound meaning of legal terms and their effect. For a long time, there has been no legal intralingual introspection, so to say. This tendency has changed, but due to some of the linguistic features of the Chinese language, it is hard to believe that *inter*linguistic indeterminacy will disappear any time soon when legal Chinese is translated into some Romance languages such as Italian.

As a result of the combination of the above phenomena, solving ILU from the Chinese legal lexicon into a Western language such as Italian requires special skills, both legal and linguistic, that may not be readily available outside scholarship, and may be particularly complicated.

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ABBREVIATIONS

BGB: *Bürgerliches Gesetzbuch* ['Civil Code']. 1900. Available at https://www.gesetze-im-internet.de/bgb/.

ChinLaC: Chinese language Law Corpus (created at the Department of Foreign Languages and Literature, University of Verona, Italy, under the Project of Excellence plan in "Digital Humanities Applied to Foreign Languages and Literature (2018-2022)"; https://dh.dlls.univr.it/en/.)

GRN: Association Ricci & Descléè de Brouwer. 2001. *Le Grand Ricci Numèrique: Dictionnaire Encyclopédique de la Langue Chinoise*. Paris: Pleco add-on.

HTF: *Zhōnghuá Rénmín Gònghéguó Hétóng Fǎ* 中华人民共和国合同法 *['Contract Law of the People's Republic of China']*. 1999. Available at http://www.npc.gov.cn/wxzl/wxzl/2000-12/06/content_4732.htm.

ILU: Interlingual uncertainty.

MFTZ: *Zhōnghuá Rénmín Gònghéguó Mínfǎ Tōngzé* 中华人民共和国民法通则*(2009* 修正*) ['Common Principles of the Civil Law of the People's Republic of China (2009 Amendment)']*. 1987. Available at http://www.npc.gov.cn/wxzl/wxzl/2000-12/06/content_4470.htm.

MFZZ*: Zhōnghuá Rénmín Gònghéguó Mínfǎ Zǒngzé* 中华人民共和国民法总则 *['General Principles of Civil Law of the People's Republic of China'* aka *'General Part of the Civil Code of the People's Republic of China']*. 2017. Available at http://www.chinacourt.org/law/detail/2017/03/id/149272.shtml.

PoA: Power of Attorney.

SL: Source language.

TL: Target language.

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