



THE HONG KONG  
POLYTECHNIC UNIVERSITY

香港理工大學

Pao Yue-kong Library

包玉剛圖書館

---

## Copyright Undertaking

This thesis is protected by copyright, with all rights reserved.

**By reading and using the thesis, the reader understands and agrees to the following terms:**

1. The reader will abide by the rules and legal ordinances governing copyright regarding the use of the thesis.
2. The reader will use the thesis for the purpose of research or private study only and not for distribution or further reproduction or any other purpose.
3. The reader agrees to indemnify and hold the University harmless from and against any loss, damage, cost, liability or expenses arising from copyright infringement or unauthorized usage.

### IMPORTANT

If you have reasons to believe that any materials in this thesis are deemed not suitable to be distributed in this form, or a copyright owner having difficulty with the material being included in our database, please contact [lbsys@polyu.edu.hk](mailto:lbsys@polyu.edu.hk) providing details. The Library will look into your claim and consider taking remedial action upon receipt of the written requests.

**TRANSLATION STUDIES OF CONDITIONAL  
CLAUSES IN HONG KONG BILINGUAL  
ORDINANCES**

香港双语法例中条件句的翻译研究

**WANG YAN**

**M.Phil**

**The Hong Kong Polytechnic University**

**2011**

**The Hong Kong Polytechnic University**

**Department of Chinese and Bilingual Studies**

香港理工大学

中文及双语学系

**Translation Studies of Conditional Clauses in Hong Kong**

**Bilingual Ordinances**

香港双语法例中条件句的翻译研究

**WANG YAN**

王 艳

**A thesis submitted in partial fulfillment of the requirements**

**for the degree of Master of Philosophy**

此论文为哲学硕士学位课程之部分要求

**January 2011**

2011年1月

## **CERTIFICATE of ORIGINALITY**

I hereby declare that this thesis is my own work and that, to the best of my knowledge and belief, it reproduces no material previously published or written, nor material that has been accepted for the award of any other degree or diploma, except where due acknowledgement has been made in the text.

\_\_\_\_\_ (Signed)

\_\_\_\_\_ WANG YAN (Name of Student)

## 原著声明

我谨此声明此论文为我个人的研究所得，而且就我所知，除文内特别注明引用的出处外，我并没有抄袭任何已发表或刊出的资料或抄袭任何其它已获准颁授学位或文凭所得的资料。

\_\_\_\_\_ (签名)

\_\_\_\_\_ 王 艳 (学生姓名)

(本声明中文译本如与英文本之本义有任何歧义，概以英文本为准。)

## **Abstract**

On the basis of studying Chapter 32 “Company Ordinances” of Hong Kong bilingual ordinances, the author employs the descriptive method and the theoretical framework of translation typology to investigate the translation of conditional clauses in Hong Kong ordinances, with a view to exploring different translations of introductory words of conditional clauses in legal texts and generalizing translation models of conditional clauses. After a thorough examination of different viewpoints on the type of legal texts, the author puts forward her new perspective on legal text type—when the function of translated text is identical with that of source text, legal text (source text & translated text) is vocative; and when the function of legal text (translated text) is not identical with that of source text, the translated text can be either informative or expressive—which apparently differs from conventional views on legal text type. As both English and Chinese versions of Hong Kong bilingual ordinances have the same legal effect and are endowed with same intent or equal function, Hong Kong bilingual ordinances should be vocative text. Based on the above viewpoint, the thesis analyzes in details different translations of introductory words of conditional clauses in “Company Ordinances”, so as to find out whether different translations achieve the same function as the source text.

Through analyzing conditional clauses introduced by “if”, “where”, “in (the) case of”, “in the event of” and “when”, the author discovers that, except that

under most circumstances “if” and “where” being translated as “如” and “凡” respectively, there are different Chinese translations for introductory words of conditional clauses, which demonstrates that practical translations are not always consistent. However, those different Chinese translations have basically achieved the same function as the source text. In addition, through the analysis of conditional clauses introduced by “if” and “where” by means of sampling method, the author generalizes a number of translation patterns for conditional clauses. This may provide feasible translation models for legal translation practitioners in their work involving conditional clauses which have always dominated legal writings either in laws or contracts.

**Key words:** legal text; translation typology; translation models; introductory words of conditional clauses

## 摘要

本文以香港双语法例第 32 章《公司法》为语料，用描写研究法和翻译类型学的理论观点来研究香港法例中条件状语从句的翻译，旨在探讨法律文本中不同条件句引导词的不同译法及其翻译模式。在归纳总结多位学者对法律文本类型的看法后，笔者提出了自己对法律文本类型的新观点，即当译文功能与原文功能一致的时候，法律文本的功能为感染型；当译文功能与原文功能不一致的时候，原文功能为感染型，而译文功能可以是信息型，也可以是表情型。因为香港双语法例具有同等法律效力，其译文功能与原文功能是一致的，因此香港双语法例文本应为感染型文本。基于上述观点，本论文对《公司法》中条件句引导词的不同译法作了具体分析，考察这些不同译法是否实现了与原文一致的功能。

通过具体分析“if”、“where”、“in (the) case of”、“in the event of”以及“when”等几个主要引导词引导的条件句，笔者发现除了“if”与“where”大部分情形下分别译为“如”与“凡”外，条件句引导词存在不同的中文译法，这与法律文本的翻译应遵循同一性的翻译原则并不完全符合，但是这些不同译法基本上实现了与原文一致的功能。此外，通过重点分析抽样文本中的“if”与“where”引导的条件句，本文归纳出条件句的翻译规律，这可为法律翻译人员在翻译条件句占绝对多数的立法文本时提供切实可行的翻译模式。

**关键词：**法律文本；翻译类型学；翻译模式；条件句引导



## 致谢

首先我要感谢我的导师李克兴教授，是他带我走进法律翻译的天地，领略法律翻译的奇特之处。在整个论文的写作过程中，他对我悉心指导、循循善诱，从论文的理论框架到措辞标点，不厌其烦地帮我修改，并提出指导性的建议。没有李教授的帮助，这篇论文是无法完成的。在两年的学习过程中，我还要感谢我的副导朱志瑜教授，他指引我走上翻译理论研究的道路，让我了解国内外众多翻译理论家的观点，从而为我的论文框架打下了坚实的理论基础。两位导师术业有专攻，一位擅长翻译实践，一位着重翻译理论，所以说我是很幸运的，可以在这两方面都有所提高。而且由于与他们在一个办公室里工作学习，我可以随时获取他们知识的精华和闪光的智慧，并得到他们的指导帮助，这是很多学生都没有的机会。

其次我要感谢麦西逊教授（Christian M.I.M. Matthiessen）、李德超老师、李忠庆老师、蒋严老师、张其帆老师，还有我们办公室的同事和同学，包括黄立波老师、徐敏慧老师、杨焯老师、邵璐老师、王颖冲、谢桂霞、邢杰、王悦晨、李娜、唐芳等，我们一起上课、学习、吃饭、打球，充满无穷无尽的欢乐，也让我的研究生生活多姿多彩。我还要感谢以前的大学同学冒烨华、彭娅、彭凤霞，她们总是在我最需要帮助的时候给我鼓励和支持。

最后我还要感谢我的父母、弟弟和我的先生廖迪佳，感谢他们对我无微不至的照顾、包容和理解，让我时常被家庭的温暖和幸福包围，更有说不出的感动。祝福所有我爱的人和爱我的人平安快乐！

# 目录

<b>ABSTRACT</b> .....	<b>I</b>
<b>摘要</b> .....	<b>III</b>
<b>致谢</b> .....	<b>IV</b>
<b>目录</b> .....	<b>V</b>
<b>表格/图表</b> .....	<b>VII</b>
<b>第一章 概述</b> .....	<b>1</b>
1.1 论文概述.....	1
1.2 研究背景.....	1
1.2.1 法律与法律语言.....	1
1.2.2 法律文件的界定.....	2
1.3 法律翻译.....	3
1.3.1 法律翻译的特征及其困难.....	4
1.3.2 香港法律以及香港法律翻译的特殊性.....	6
1.3.3 简明英语运动对法律翻译的影响.....	9
1.4 语料来源和研究对象.....	11
1.5 研究方法.....	13
1.5.1 描写的研究方法.....	13
1.5.2 定性与定量分析相结合的方法.....	14
1.5.3 语料分析方法及研究步骤.....	15
1.5.4 研究问题.....	17
1.6 研究意义.....	17
1.7 论文框架.....	18
<b>第二章 文献综述</b> .....	<b>19</b>
2.1 法律翻译研究概述.....	19
2.1.1 法律词语翻译.....	19
2.1.2 法律语言特征.....	20
2.1.3 法律翻译的理论、原则和方法.....	23
2.1.4 法律文本类型及其他.....	24
2.2 条件句及其研究现状.....	25
2.2.1 条件状语从句介绍.....	25
2.2.2 法律文本中条件句的研究现状.....	29
2.2.3 法律文本中条件句的翻译.....	30
2.3 研究空缺.....	33
2.4 小结.....	33
<b>第三章 法律文本的翻译类型学</b> .....	<b>35</b>
3.1 概述.....	35

3.2 翻译类型学.....	35
3.2.1 翻译的文本类型学.....	35
3.2.1.1 按主题、话题的分类.....	35
3.2.1.2 按文本功能的分类.....	39
3.2.2 法律翻译的文本类型.....	44
3.3 法律文本的翻译策略.....	47
3.4 香港双语法例的翻译策略.....	49
3.5 小结.....	51
<b>第四章 法律文本中条件句的翻译 .....</b>	<b>53</b>
4.1 概述.....	53
4.1.1 条件句引导词.....	53
4.1.2 《公司法》中条件句引导词.....	54
4.1.3 英文条件句引导词比较.....	55
4.1.4 中文条件句引导词比较.....	61
4.2 “if”引导的条件句.....	62
4.2.1 “if”的若干译法及分析.....	63
4.2.2 “if”引导的条件句翻译模式.....	91
4.2.3 小结.....	96
4.3 “where”引导的条件句.....	96
4.3.1 “where”的若干译法及分析.....	96
4.3.2 “where”引导的条件句翻译模式.....	106
4.3.3 小结.....	110
4.4 其他引导词引导的条件句翻译.....	110
4.4.1 “when”引导的条件句.....	111
4.4.2 “in (the) case of”引导的条件句.....	112
4.4.3 “in the event of”引导的条件句.....	117
4.4.4 “provided/providing”引导的条件句.....	127
4.4.5 “should”引导的条件句.....	128
4.5 小结.....	130
<b>第五章：研究发现和结论 .....</b>	<b>134</b>
5.1 研究发现.....	134
5.2 研究展望.....	138
<b>附录一：“IF”引导的条件句 .....</b>	<b>140</b>
<b>附录二：“WHERE”引导的条件句 .....</b>	<b>174</b>
<b>附录三：“IN THE CASE OF” 引导的条件句 .....</b>	<b>203</b>
<b>参考文献.....</b>	<b>215</b>

## 表格/图表

图 3.1 法律翻译的发展阶段.....	51
表 3.1 纽马克对文本类型与翻译策略的界定.....	49
表 4.1 《公司法》中条件状语从句引导词及其出现频率.....	54
表 4.2 《公司法》中“if”引导词的译法统计.....	63
表 4.3 《公司法》中“where”引导词的译法统计.....	96
表 4.4 《公司法》中“in the case of”引导词的译法统计.....	112
表 4.5 《公司法》中“in the event of”引导词的译法统计.....	117

# 第一章 概述

## 1.1 论文概述

本文通过研究香港法例中条件状语从句的翻译,探讨各个条件句引导词的不同译法与条件句的翻译模式。具体来说,通过描写分析香港双语法例第32章《公司法》中出现的条件状语从句及其翻译,探索“if”、“where”、“in (the) case of”、“in the event of”以及“when”这几个主要条件句引导词的不同译法;此外,笔者应用抽样的研究方法重点分析“if”与“where”引导的条件句,试图找出条件状语从句的翻译规律和翻译模式。

不同学者对法律文本的文本类型看法不一,笔者根据翻译类型学的理论观点,在归纳多位学者对法律文本类型看法的基础上,提出自己对法律文本类型的新观点,即当译文功能与原文功能一致的时候,法律文本的功能为感染型;当译文功能与原文功能不一致的时候,法律文本的原文功能为感染型,而译文功能可以是信息型,也可以是表情型。鉴于香港双语法例具有同等的法律效力,其译文功能与原文功能是一致的,因此香港双语法例文本为感染型文本。基于上述观点,本文对《公司法》中条件句引导词的不同译法作出具体分析,以考察不同译法是否实现了与原文一致的功能。

## 1.2 研究背景

### 1.2.1 法律与法律语言

法律是由国家制定或认可并由国家机器强制实施的、用于规范和约束全社会行为的最高准则,具有至高无上的权威性和规定性,因此其使用的语言

表述（即法律语言）和由此组成的篇章（即法律文本）也主要是为实现这一规定性目的或意图服务的。法律文本具有规定、约束性功能以规范和指导社会和个人之间、个人与个人之间在政治、经济和文化等领域的活动和行为，其规范功能受到国家强制力的保护，具有强制性（李克兴、张新红，2005：10），这也是法律文本区别于其他文本类型的主要因素之一。

语言是一个社会约定俗成的，全社会都必须遵循其规范。法律语言也一样。法律语言在中国最早是用“法言”或“法语”这样的字眼。根据《辞源》，“法言”之义，一是儒家所谓合乎礼法的言论，二是类似格言之意。“法语”与“法言”之意类似，两者均指合乎规范的、有指导功能的、人们必须遵从的语言表达。美国法学教授古德里奇（Goodrich，1987：297）认为“学习法律的第一要务是学习法律的语言，以及与之相符的、使得该语言知识能够在法律实践中得到应用的语言技能。<sup>1</sup>”法律与语言之间联系紧密，当代著名法律语言学家吉本斯（Gibbons，2003：1-2）说过，“毋庸置疑，法律就是一种语言机构。……我们的生活中不仅充斥着法律，而且也充斥着法律的语言。<sup>2</sup>”由此可见，法律语言承载的是法律这样一种强制性的力量，因此赋予了法律语言两个最本质的特征：权威性和约束力。

### 1.2.2 法律文件的界定

法律文件是一个包容很广的概念，包括法律、法规、条约、国际公约、国际惯例、涉外经济合同、司法文书等。王道庚（2006：3）认为，法律文

---

<sup>1</sup> 该句的原文是：“To learn the law is first and foremost to learn the language of law and the coincident linguistic skills whereby that knowledge can be used in legal practice.”

<sup>2</sup> 该句的原文是：“The law is an overwhelmingly linguistic institution. ...It is, therefore, not only the law that permeates our lives, but the language of the law.”

件的翻译包括两种情形：一是仅供参考（for reference purpose only）用的法律翻译，例如为方便不谙中文的外国人认识中国法律而将部分中文法律条文译成英文，或为方便不谙英文的中国人认识英国或美国法律而将部分英文法律译成中文，这类译文是不具有法律效力的；另一种是译文本身为法律文件，具有法律效力，例如一经签署即为有效法律文件的合同，对各方均有法律约束力。本文研究的法律文本是指法律、法规这类规范性法律文件，具体指的是香港双语法例中的第 32 章《公司法》。

### 1.3 法律翻译

随着全球经济一体化进程的加快，中国与世界各国在政治、经济、文化等各领域的交往日益频繁，因此多样化的跨国交流只有在相关国家法律允许的范围内才能获得良性发展，这就意味着我们必须了解并遵守各国不同的法律体系和法律制度。在这种背景下，法律翻译的重要性也随之彰显出来。吴伟平（2002）认为，“凡有双语现象的地方，都有可能因为语言问题而引起法律问题……法律翻译是保证法律面前人人平等的一个工具”。撒塞维克（Šarčević, 1997: 1）认为，法律文本的翻译是世界上最古老、最重要的翻译领域之一，虽然法律翻译的历史比圣经翻译还要久远，但法律翻译研究长期以来并没有得到充分的重视。一方面，翻译理论家认为法律翻译远不足以成为一门独立的学科，而只能算作众多特殊用途翻译（special-purpose translation）学科中的一门，而特殊用途学科属于翻译研究的一个分支，翻译学者不注重特殊用途学科的翻译（这主要是相对于文学翻译研究而言）；另一方面，律师对法律翻译也不重视。尽管如此，法律翻译在历史上对促进

人际交往、不同文化之间的交流起着重要作用，如今其地位随着全球化趋势的加剧越发显得重要。从宏观层面来说，随着全球化进程和多语化进程的加快，我们生活在多种语言并存、不同社会制度共生的时代，作为跨国、跨地区的一种交际媒介，翻译的作用越来越显著。比如，欧盟的运作在很大程度上依靠翻译；再比如，香港于 1997 年主权移交、回归中国，双语制度下的香港有大量的法律条例需要翻译。从微观层面来说，由于人类、商品、资本自由流通的需求增大，法律翻译可以说在某个方面或多或少地影响我们每个人。比如经营一家跨国公司的业务，就需要了解涉及另一国的法律制度和各种法规。更重要的一点是，法律译本不同于其他类型文本的翻译，会产生法律效力，对法律条款的误译或错译不但会引起误解，引发争端，甚至还会导致战争。因此，法律翻译对维护地区稳定、世界和平和国际秩序至关重要。

法律翻译的重要性在法律翻译的丰硕研究成果中得以充分体现，国内外不少学者对法律翻译的研究贡献良多，对法律翻译的理论和实践方面指导意义很大（比如Šarčević, 1997; Alcaraz & Hughes, 2002; Deborah, 2007; 李克兴, 2007; 孙万彪, 2003 & 2004; 王道庚, 2006 等）。

### **1.3.1 法律翻译的特征及其困难**

不少学者都意识到法律文本不同于其他类型的文本，而且对法律文本的特征作了归纳和总结。

比如李克兴（2007：27）根据默林科夫（Mellinkoff）的分析及自己对各类法律文书的观察和积累，对法律英语的词汇特点作了详尽的归纳，共有十点：1) 经常使用的普通词并无普通词的意义；2) 频繁使用当代普通英语



中极少使用的古旧词汇；3) 频繁使用拉丁词或短语；4) 大量使用大众词汇中比较陌生的法语词；5) 大量使用专用术语；6) 经常使用法律行话；7) 经常使用正式词汇；8) 故意使用意义含糊的词语；9) 常用数码表格式结构的语言表达复杂的法律概念；10) 大量使用配对词、三联词以表达单一的法律概念。除了词汇上的特征外，他还提出句式上的一些特征，如法律文本中充斥着大量的长句和复杂句式；以条件句为主的状语从句在法律文本中占有极高比例，从句套从句的现象较为普遍。丹尼特 (Danet, 1985) 认为法律文本的词汇特征包括：1) 具有非普通意义的普通词 (common terms with uncommon meanings)；2) archaic expressions (古旧词)；3) doublets (双联词)；4) formality (正式词汇)；5) 特殊的介词短语 (unusual prepositional phrases)；6) “any” 使用频率高 (frequency of any)。句型特征包括：1) 名词化现象 (nominalizations)；2) 被动语态 (passives)；3) “wh-” 省略形式 (whiz deletion)；4) 条件句 (conditionals)；5) 介词短语 (prepositional phrases)；6) 句子长且复杂 (sentence length and complexity)；7) 限定词 (unique determiners)；8) 第三人称 (impersonality)；9) 否定表达 (negatives)；10) 二项式表达/并列结构 (binomial expressions/parallel structures)<sup>3</sup>。

提到法律文本的翻译，很多人的第一反应就是“难”，这不仅仅是由于法律文本本身的语言特征，最根本的原因是法律翻译有可能涉及到两种不同的法律体系。王道庚 (2006: 8) 认为，法律翻译的难易主要取决于两个法系之间关系的亲疏，而源语言与目标语言之间关系的亲疏则是第二位的。一般来说，法律翻译涉及三个方面的问题：第一、语言方面：既然是翻译，就

---

<sup>3</sup> 除了词汇特征和句型特征外，丹尼特 (Danet, 1985) 还指出法律文本的韵律特征 (prosodic features) 和语篇特征 (discourse-level features)。

涉及两种不同的语言，而属于不同语系的语言，比如中文和英文在表达习惯、句式结构、遣词造句方面都大有差异；第二、法律专业领域：既然是法律领域的翻译，译者就必须掌握法律这一领域的专门知识，认识不同法律体系的差异，了解不同法律制度下法律术语的确切概念和正确使用，这样才能有效地翻译；第三、翻译：法律翻译作为特殊用途翻译的一种，就必然会涉及到其他翻译领域也会遇到的问题，如翻译策略或翻译方法等。简言之，法律翻译涉及到法律专业知识、语言理论和翻译理论。这三个方面都是译者在翻译过程中必须面对、并需要解决的问题，而这也使法律翻译更为复杂、更加困难。黛博拉（Deborah, 2007: 13）认为法律语言有四个本质特征：规范性（normative）、行为性（operative）、技术性（technical）、以及不确定性（indeterminate），而造成法律翻译困难的因素包括：法律体制和法律法规之间的差异；高度专业化的法律语言之间的差异；法律文化的差异（2007: 23）。

### 1.3.2 香港法律以及香港法律翻译的特殊性

香港的法制属于普通法系，普通法源于英伦法院自中世纪以来累积的判例。1997年香港回归之后，中华人民共和国决定对香港特别行政区实行“一国两制”的法律制度，“一国两制”的成功运作，既决定于“一国”观念下的国家民族、历史文化的凝聚力，也有赖于“两制”之间的互相尊重、沟通、了解、学习、合作和互补。

香港不仅是世界上少数几个实施双语法例的地区，也是世界上唯一以中英文立法的司法区，而且其历史、文化渊源也较为特殊。我们知道，1842

年签订的《南京条约》使香港沦为英国的殖民地，之后的一百多年，香港一直处在英国的统治之下，各方面都受到英国的影响，而英文也理所当然地成为香港的唯一官方语言，法律作为一个国家或地区政治制度的重要组成部分，香港的法律体系也依据英国的普通法体系逐步形成。直到 1997 年香港的法律史才出现了重大变化。香港 1997 年 7 月 1 日回归中国后，它将保持自身的普通法法系至少 50 年。在回归之前，双语法制的建立就已经酝酿了十年之久，根据严文浩<sup>4</sup>（引自陆文慧，2002：3）：

“1986 年 8 月，《皇室训令》（即英治香港的宪制文件）经修订后包括以下的条文：‘法律可以英文或中文制定。’七个月后，香港的立法机关订立了《法定语文（修订）条例》，补充了上述的修订。于是，这些修订开启了在香港推行双语法例的大门。《1987 年法定语文（修订）条例》规定所有新法例必须以中英两种法定语文制定。1989 年 4 月，第一条双语法例面世。自此以后，所有新条例（包括附属条例）均以双语草拟和制定，而所有仅以英文制定的旧有法例亦于 1997 年 5 月全部‘翻译’成中文。”

根据 1987 年的《法定语文（修订）条例》第 4（1）条规定：“所有条例均需以两种法定语文制定及颁布。”当时的香港共有 500 多条主要法例及约 1000 条附属条例，1997 年 5 月之前由律政署法律草拟科及双语法例咨询委员会将所有法例翻译成中文。根据新增的第 10B（1）条，条例的中文本和英文本都是“同等真确”的。1998 年 5 月律政署法律草拟科在修订的“处理法例两种语文被指出现歧异的讨论文件”中指出：“不论条例的中文本是与英文本同时制定，还是在后期才宣布为真确本，中文本均须诠释为与英文

---

<sup>4</sup> 严文浩先生是一名法律草拟专员，负责香港特别行政区的法律起草工作。1987 年至 1997 年期间，他在律政署主持成文法例的翻译工作，并兼任双语法例咨询委员会委员，协助该委员会审阅香港法例的中文本。

本同等有效和具权威性。”（引自陆文慧，2002：354）尽管有第10B（1）条的规定及律政部门的声明，张达明<sup>5</sup>认为，“从法律角度来看，若中文本是在英文本制定后才宣布为真确的，当英文本与中文本文义出现歧异时，必须以英文本为准。”因为他认为，

“中文真确本的地位不及英文本优越……中文真确本是衍生自原有英文法例的译本，而且中文真确本并非重新制定的法例文本，英文本才是该法例的原文版本，而且早已存在。中文本并没有经过立法程序，例如在当时的立法局一读、二读及三读，只不过是港督会同行政局命令在宪报颁布。……假如真的要赋予两种语文版本同等地位及真确性，唯一合法的对策是废除所有原本以单一语文制定的法例，并重新以双语制定法例。试图借翻译法例来实现双语立法是很难全面成功的。”

因此为了解决中英文真确本之间可能出现分歧的问题，香港法例中订有以下两项诠释条文（引自陆文慧，2002：4）：“凡条例英文本内使用普通法词句，而中文本内使用对应的词句，则条例须依该词句在普通法上的意义解释。凡条例的两种真确本在比较之下，出现意义分歧，而引用通常适用的法例释义规则亦不能解决，则须在考虑条例的目的和作用后，采用最能兼顾及协调两文本的意义。”

其实要将香港英文法例翻译成中文绝非易事，这是由于英语法律词汇源自英语法律制度，并反映该制度演变的社会和文化背景，通常难以译成中文。此外，由于中英文之间存在着语义、文法、句法和表达上的差别，要中文译本完全达到英文法例的法律效果也是很困难的，而且由于香港法例以古旧的英国法规为蓝本，而这些法规大多以古老陈旧的英文及艰涩的文体写成，使

---

<sup>5</sup> 张达明为香港大学法律学院助理教授，1994年至2000年获委任为香港法律改革委员会委员。

得中文翻译工作更加困难。其实香港的法律翻译引起了多位学者的注意，比如乔顿（Ann D.Jordan）提出 1997 年香港回归中国后，香港面临着如何协调既有的资本主义普通法法律体系与中国现行的社会主义民法法律体系。要把香港法规翻译成中文，存在各方面的问题：一是中国的社会主义法律和相关的英国普通法法律之间在概念、结构和意识形态方面的差异使翻译变得尤为困难；二是译者需要解决中英文语言之间的差异。撒塞维克（Šarčević, 1997: 273）对香港法律翻译的困难提出了自己的看法，认为一是香港的资本主义普通法与中国社会主义制度在历史、概念与意识形态方面的差别；二是中文与英文之间语言与文化上的差异；三是香港地区与内地的口语与书面语的表达也不同。这些都造成了译者要实现意义、效果与意图三方面均达到一致、对等是很困难的。

### 1.3.3 简明英语运动对法律翻译的影响

简明英语运动（Plain Language Movement）是近年来在英美等国家针对晦涩难懂的英文公文而掀起的一项文字运动。20 世纪 70 年代，在美国由于银行本票条款和事项所使用的语句冗长、晦涩难懂、结构重叠、含义复杂，以致顾客根本看不懂，无法了解自己的义务和权利，有些律师和法官对此也要退避三舍。为此，1977 年美国纽约州首先通过了一项改革性的法律，即简明语言法（Plain Language Law），并于 1978 年实施。当时的美国总统卡特（James Earl Carter Jr.）要求联邦政府各部门切实保证颁布的每项法令“以简明易懂的英语撰写以使须依照有关法令办事的人都能看懂。”也就是说，美国提倡尽量使用易于理解的语言，避免不必要的冗词赘语。后来随着政府

服务意识的增强和公众知情权概念的提出，简明英语运动进一步发展壮大，涵盖了其他领域的文本，例如法律、金融、商业、医疗等。

简明英语运动在法律领域表现得颇为迫切，尤其是法律文本中的大量专业术语和冗长繁杂的句式结构更是让大众读者不知所云，“在现代，几乎每一位法律写作者都视这些词汇为矫情及老式的词语，并以‘深奥的法律用语’（legalese）来称呼这些词”（Dworsky, 2006: 7）。“Legalese”由于过于复杂、繁冗、重复和过时而受到批评，而简明英语运动作为一场改革运动，侧重于使法律语言让更多人尤其是非法律人士明白（Candlin etc. , 2002: 303）<sup>6</sup>。显然，大力推行简明英语运动会让法律语言易懂的同时，也有利于法律翻译者的工作顺利进行，否则译出的文字要比原文更加艰涩难懂。但是笔者发现欧美国家的简明英语运动在香港地区推行的力度还远远不够，不少律师和法律文件起草者仍然使用大量的古旧词和繁杂句式，究其原因有二：一是法律工作者本身并不真心希望推行简明英语运动，因为在客户自己明白法律条文的情形下就毋需律师代劳，这样就会大大减少他们的收入；二是香港政府并没有像美国政府那样下很大决心来推行简明英语运动。这就在一定程度上造成香港的法律英语的写作与翻译仍然晦涩难懂、不够简明。本文目标之一是通过分析香港的双语法例，从中归纳总结出翻译规律，以减轻译者在翻译法律文本中条件句的工作量，也希望借此敦促法律文件起草者尽量使用简明易懂的法律语言，以在一定程度上推动香港地区的简明英语运动。

---

<sup>6</sup> 此句的原文是：“Legalese is typically criticized for being overly complicated, dense, repetitive, and outdated... “Plain English” has established itself as a reform movement focused on making legal language more accessible, in particular to non-lawyers.”

## 1.4 语料来源和研究对象

本文所使用的语料是香港双语法例中第 32 章《公司法》的内容。香港双语条例共有 1000 多部（或称“章”）条例，这些条例和附属法例是由香港特别行政区政府的律政司提供的，可从双语法例资料系统的网页上获取<sup>7</sup>。香港法例第 32 章为《公司法》（Company Ordinances），分为 15 个子章节，但这里只分析主体部分的内容，即 CAP32 中第 1 至 367 节部分的内容（CAP32 附件部分的内容不在本文的分析范围内）。该公司法的主体部分内容（中英文双语版本）共计 60 余万字，这个法律体系的基础是 1933 年颁布的《公司条例》，即《香港法律》的第 32 章，后来这条例曾经多次修改，本文所研究的《公司法》是香港律政司网站截止至 2010 年 1 月所更新的内容（因为香港法例会根据某项法规的颁布或废除而不断更新）。值得一提的是，本文采用的文本数据是香港律政司政府网站的电子资料（electronic material），这有别于传统的纸质文本，更有利于数据的统计。

现代社会中的公司已不仅仅是从事商业活动的工具而成为经济关系中的基本主体，甚至成为社会的中心。公司的结构是否合理，行为是否规范，运作是否有效，直接关系到社会经济秩序和社会经济效益的平衡。正因为如此，对公司加以法律调整就显得非常重要。无论是有着大陆法系还是普通法系传统的国家和地区，大多以制定的公司法对公司加以调整。尤其是在香港这个寸土寸金的地方，每年在香港成立、上市的公司数量很多，因此更加需要有规范的条例对公司的一切活动进行法律调控。作为一个国际商业和金融中心，香港有着非常健全的公司法体系，它不仅满足当地商界的要求和需要，

---

<sup>7</sup> 香港律政司的网址为：[www.legislation.gov.hk/chi/index.htm](http://www.legislation.gov.hk/chi/index.htm)

而且满足作为亚洲第二大股票市场和亚太地区的许多投资者与项目融资活动而成立之专用公司的要求和需要。

香港的公司法由制定法（英文）和判例法（英文）两部分构成。最初，制定法完全追随英国，判例法也来源于英国和英联邦地区，现在，香港已形成包括公司法在内的本地的制定法和判例法，而《公司法》是香港制定法中篇幅最大的。香港《公司法》具有广泛的适用效力，不仅适用于本地公司，也适用于海外公司；不仅适用于私人公司，也适用于上市公司；不仅适用于单一公司，也适用于集团公司、控股公司和附属公司。

本文的研究对象是香港双语法例第 32 章《公司法》中出现的条件状语从句。笔者选择以《公司法》为研究对象的原因在于：第一，香港是个商业社会，每年成立的新公司不计其数，涉及到公司业务的有关诉讼案件更是数不胜数，因此《公司法》对于香港社会而言具有很重要的地位；第二，笔者通过搜索香港多个律师楼网站，发现在香港最为常用、引述最多的几部法例中，其中一部法例就是《公司法》；第三，《公司法》作为研究语料，其语篇数量较大，共有 367 个小节，是共计 1181 部香港条例中篇幅最长的一部；第四，因为无法分析整部《公司法》的每一个句子，因而本文仅考察条件状语从句，因为在整部《公司法》中，仅包含条件状语从句的句子就占据本部《公司法》所有句子的 44%左右<sup>8</sup>，由此可见，法律条文中条件状语从句在法律条文中具有举足轻重的地位，如能把握状语从句的翻译规律，那么翻译法律文本必定可以事半功倍；第五，《公司法》作为语料尚未被人研究过<sup>9</sup>（相

---

<sup>8</sup> 因为法律草拟的目的是要设定行为模式，所以“if”句式为多，有这样的行为或条件就有这样的结果。

<sup>9</sup> 《中华人民共和国公司法》的英译本有人研究过，比如赵鹏飞（2004）通过评析《中华人民共和国公司法》英译本初步探讨了法律文献英译的特点，并且尝试提出“意义相符，功能相似”的法律英译标准；王敬燕（2007）在奈达的翻译对等理论指导下，通过对《中华人民共和国公司法》不同英译本



较而言，《基本法》时常被用作语料），因此所得出的研究结论或成果不会与其他研究重复。综述上面五个原因，笔者认为研究《公司法》中的条件状语从句翻译是很有意义的，并希望通过对其条件状语从句的分析研究，为译者介绍条件句的各种译法以及条件句翻译模式。

## 1.5 研究方法

### 1.5.1 描写的研究方法

本研究采用描写的研究方法。描写这一研究方法最早是由以色列学者图里（Toury）提出来的。描写是相对于规定而言的，传统的翻译研究大多都是规定的，却不重视描写。那么规定与描写的本质区别何在？规定是以主观意志提出的有关价值判断的原则，涉及到“优劣”或“应该与不应该”；而描写则是客观表述搜集到的资料数据，描述什么人、什么事情、什么时间、什么地点、什么方式，与规定恰恰相反，描写是客观的、理性的、实证的，不涉及价值判断（朱志瑜，2009：5）。图里摒弃了传统的规定主义框架，从另一个视角来看待翻译，认为翻译研究的本质是实证的，翻译应该从描写翻译现象开始。图里（Toury，1995：2）在书中提出对具体的翻译实践和翻译成果作描写研究，而不是对翻译作这样或那样的规限。因此，传统上以规定为研究方法的翻译研究是存在缺陷的，因为传统的规定主义总是对翻译作各式的规定或提出不同层面的翻译标准，也就是说，翻译研究中的规定研究会涉及翻译标准问题，即对翻译标准有明确的规定，主观规定什么是好的

---

的分析，提出忠于原义是法律翻译的首要原则，并且认为法律法规的英译本也应体现法律英语的文本特点。

翻译，什么是不好的翻译，规定译者应该怎么做，不应该怎么做。而在实际操作中，译者却发现许多规定或标准不可行或无法企及。

霍姆斯 (Holmes, 1972) 提出将翻译学科视作一门独立的学科，并认为作为一门实证学科，翻译研究是一种偏重于经验事实的描述，而较少抽象的理论概括。用图里的话来说，“实证学科的产生是为了对世界的某些现实进行系统的限定与描述，因此，任何实证学科如果没有描写分支的存在，就不能称其为完整的、相对独立的学科 (1995: 1)。”翻译研究的研究对象是现实中的事实，而不是从预先假设和理论模式中得出的推断。描写研究也从另一个侧面说明翻译研究是实证的，因为它避免了主观推断和规定性论述，使翻译研究的理论研究更具客观性和科学性。描写分支是翻译研究中最基础也是最重要的分支，因为描写分支的研究成果为理论研究和应用研究提供了具体的资料和依据。描述翻译学对翻译研究的贡献在于，它通过对不同文化、不同时期的翻译现象进行描述累积，帮助研究人员不断地接近翻译的本质，进而把握翻译概念的内涵。

### 1.5.2 定性与定量分析相结合的方法

具体来说，本文采用的是定性分析与定量分析相结合的方法。将定量研究与定性研究相结合 (mixed mode of quantitative and qualitative analysis) 的观点是由布莱曼 (Bryman, 1988) 提出来的，将二者结合的出发点是为了相互借鉴优势，弥补各自的不足之处。定量研究是采用数量统计的方法对资料或信息进行研究，其目的是对事物及其运动的量的属性作出回答。具体而言，它是指主要搜集用数量表示的资料或信息，并对数据进行量化处理、检验和

分析，从而获得有意义的结论的研究过程。它通过对研究对象的特征按某种标准作量化的比较来测定对象特征数值，或求出某些因素间的量的变化规律。定性研究是研究者用来定义问题或处理问题的途径，指通过发掘问题、理解事件现象、分析人类的行为与观点以及回答提问来获取敏锐的洞察力。如果说定量研究解决“是什么”的问题，那么定性研究解决的就是“为什么”的问题。

翻译领域的大部分研究都是基于定性研究，本文也不例外，即对香港法例的条件状语从句进行分析；但是如果说明一定的规律或倾向性，就需要大量的数据来印证，即如果笔者要说明状语从句的翻译呈现一定的模式，就需要借助定量研究方法来支撑得到的模式。因此，本文采用的是两者相结合的研究方法，以更好地解释法律翻译中条件状语从句的翻译。

### 1.5.3 语料分析方法及研究步骤

本文在具体的文本分析中采用简单随机抽样（simple random sampling）的方法对条件句进行分析。原因有二，一是法律文本在内容和形式上有一定的相似性（相较文学作品，法律条文之间的差异较小），采用随机抽样的方法可以避免分析极为相似的句子，从而节省时间和精力；二是研究对象即《公司法》中的条件句所占比例较大，比如以“if”与“where”引导的条件句共有 1500 多处，因此选择随机抽样的方法便于分析，具有可操作性。下面简单介绍一下抽样的研究方法。在统计学中，抽样（sampling）是一种推论统计方法，指从目标总体（population，或称为母体）中抽取一部分个体作为样本（sample），通过观察样本的某一或某些属性，依据所获得的数据对总

体的数量特征得出具有一定可靠性的估计判断，从而达到对总体的认识。在抽样之前，总体应划分成抽样单位，抽样单位互不重叠且能合成总体，总体中的每个个体只属于一个单位。具体的抽样方法有很多，包括简单随机抽样，系统抽样（systematic sampling），分层抽样（stratified sampling）和整群抽样（cluster sampling）。而本文采用的是简单随机抽样。简单随机抽样也叫纯随机抽样，设总体由N个样本单位组成，从其中抽取n个单位，使得 $C_N^n$ 个不同的样本每一个被抽中的机会都相等，即每个样本被抽中的概率都为 $1/C_N^n$ （胡健颖 & 孙山泽，2000：5）。这种抽样方法的特点是每个抽样单位被抽中的机率相等，样本的每个单位完全独立，彼此间无一定的关联性或排斥性。具体到本文的研究对象《公司法》，笔者将《公司法》这一总体分为若干个抽样单位，该法例共有367个小节（section），每个小节涉及到公司法的不同方面，为了顾及整部《公司法》内容，笔者以五进方式抽取第5、10、15……出现的“if”、“where”及“in the case of”引导的条件状语从句来分析（详见附录一、二、三），这样既能代表整个《公司法》中出现的条件句，又具可操作性。

具体来说，本文对条件句的研究步骤如下：第一，找出英文原文中出现的各种条件状语从句，统计条件句引导词的使用频率；第二，分析主要几个条件句引导词的译法，包括“if”、“where”、“when”、“in (the) case of”、“in the event of”，以考察不同译法是否实现了与原文一致的功能，并比较各个引导词之间的异同；第三，由于“if”与“where”在《公司法》中是最常用的条件句引导词，本文采用抽样法重点分析这两组条件句，探索条件句的翻译模式或规律。

#### 1.5.4 研究问题

本文将重点讨论以下四个问题：

- 1) 《公司法》中出现的条件句引导词及其译法有哪些？
- 2) 各个条件句引导词“if”、“where”、“when”、“in (the) case of”、“in the event of”在写作和翻译上有何差异？
- 3) 条件句引导词的不同中文译法是否实现了与原文一致的功能？
- 4) 《公司法》中条件句的翻译是否遵循一定的模式或有规律可循？

#### 1.6 研究意义

首先，本文基于翻译类型学的理论框架，通过对传统的翻译类型学作出归纳总结，提出自己对法律文本翻译类型学的新观点，即法律文本属于何种类型要根据原文功能与译文功能是否一致来区别对待，当译文功能与原文功能一致的时候，法律文本的功能为感染型（vocative）；当译文功能与原文功能不一致的时候，原文功能为感染型，译文功能可以是信息型（informative），也可以是表情型（expressive）。这可以说是对文本翻译类型学理论所作出的一个补充。

其次，在对法律文本中条件句的分析过程中，通过简单随机抽样的方法，对《公司法》中部分条件句进行分析，指出在数量上占绝对优势的由“if”与“where”引导的条件句翻译模式，并通过对比各个条件句引导词的译法，以考察各个引导词的异同。

此外，基于香港双语法例文本属于感染型文本，最重要的是功能，即译文要实现与原文一致的功能或意图，本文通过对《公司法》中出现的各个条

件句引导词译法作出结论性的归纳，指出条件句引导词的不同译法是否实现了与原文一致的功能。

## 1.7 论文框架

本论文共分为五章内容：第一章主要介绍本论文的研究背景，概述法律翻译现状，指出本研究的意义，并介绍本文的语料来源与研究方法；第二章为文献综述，主要介绍法律翻译的研究现状，并重点讨论法律文本中条件句的研究情况，指出加强对法律文本中条件句翻译研究的必要性；第三章主要以翻译类型学为理论框架，对传统的翻译类型学观点作出归纳小结，并将有关观点应用到法律文本的分析上，在此基础上提出自己对法律文本类型的新看法，为第四章分析条件句译法提供理论参照；第四章通过对《公司法》中的条件状语从句进行描写分析，旨在指出各个条件句引导词的不同译法，并探讨这些不同译法是否实现了与原文一致的功能，此外重点讨论“if”与“where”引导的条件句及其翻译模式；第五章总结本研究得出的结果，阐释这些结果的意义，同时指出本研究的不足之处，并探索今后可继续研究的方向。

## 第二章 文献综述

### 2.1 法律翻译研究概述

本章首先对法律翻译研究的文献进行综述，将现有法律翻译方面的研究成果归结为四个方面，即法律词语翻译；法律语言特征；法律翻译的理论、原则和方法；法律文本类型及其他研究；并指出这些研究对本文的指导意义以及不足之处。接下来重点讨论目前条件句的翻译研究现状，指出目前法律文件中条件句翻译的研究空缺，以及本文所处的位置。

#### 2.1.1 法律词语翻译

法律语言和翻译中涉及大量的专业术语和词汇，法律专业术语是法律条文所规定的法律概念，其突出特点就是它的含义是由法律所赋予的，因此具有固定性和单一性。有学者提出了法律术语的翻译原则和翻译策略，如朱定初（2002）认为翻译法律专门术语应遵循以下四个基本原则：即正确理解源词在上下文中的确切意义、尽量在本国法律中寻求与源词对等或接近对等的专门术语、无对等词的翻译可译为非法律专业用语的中性词（neutral term），以免发生混淆、含混对含混、明确对明确；孙立新（2006）提出以透明性、一致性、简洁性作为法律术语翻译的三条原则；樊一群（2005）指出法律术语的准确翻译需恰当运用脚注、释义法、功能对、音译等补偿策略。也有学者对具体的法律词汇作详细探讨，如李克兴（2007）对法律文本中最常见的情态动词“shall、must、may”作了详尽的分析和总结，包括其否定形式，即法律中表达禁令的用法；林克难、籍明文（2002）对法律文书中的“的”

字结构进行了详细分析，将其分为八个类别：whoever 式、anyone who 式、no one who 式、寻找主语式、补出主语式、where + person 式、where + things 式、if it is + adjective 式；辛谷（2003）认为法律法规的名称翻译应该认真查询、仔细推敲，“凡翻译我国的法律法规名称及法律法规条文时，应力求还原；凡翻译条约、协议或国外法律、法规时，则应完全忠实于原文或等同于国家的正式版本”；屈文生、刑彩霞（2005）对法律翻译中的“条、款、项、目”等词的翻译进行了分析和定位；此外，陈忠诚（1998；2000）的《法窗译话》和《法苑译谭》两本书中列举了作者观察到的各种词语的翻译现象，颇为生动有趣。

上述是一些在法律词汇层面上的翻译研究，笔者发现，国内外论文或书籍涉及到法律词语的翻译数量很多，但是对句子、文本层面讨论较少。正如撒塞维克所说的，大部分学者都注意到了法律词语的重要性，因为法律专用术语比其他词语更能体现某一法律体系或体制的典型特征（杜金榜、张福、袁亮，2004），因此大部分的研究集中在词汇（terminology）方面，而对语篇和语用（textual and pragmatic）方面的论述却相对不足。也就是说，相较微观层面上的研究，宏观层面的研究较为不足（Šarčević, 1997: 2）。本文主要探讨的是法律文本中条件句的翻译。

### **2.1.2 法律语言特征**

除了论述法律词语方面的论文较多之外，学者探讨最多的就是法律文本的语言特征，法律语言不是普通的技术语言，而是与特定的国家法律制度相联系的技术语言（Deborah, 2007: 23），法律语言与其他种类的语言特征



具有显著的不同之处。下面主要介绍法律语言在词汇和句式结构方面的特征：

西方几位学者提出法律语言的特征，具体包括：黛博拉（Deborah, 2007: 53）指出法律翻译有很多词汇特征，但她在书中仅强调如下五个方面的词汇特点：法律概念（legal concepts）；法律体系约束的词汇（legal system-bound words）；普通意义与法律意义（ordinary meaning and legal meaning）；法律近义词（legal synonyms）；语言和法律的不确定性（linguistic and legal uncertainty）。Alcaraz & Hughes（2002: 5）提出法律英语的词汇特征主要包括：拉丁词；法语词；用词正式、古旧词；古旧副词和介词短语；重复（双联词和三联词）；行为动词频繁出现；语域改变：委婉语和时下口语词。而句型特征主要包括：长句；英语法律句式错综复杂；大量使用被动语态；条件句和假设性句子；法庭判词的简单句式；法律关系中主动方和被动方（后缀-er/or 和-ee）（2002: 18）。法律语言学家默林科夫（Mellinkoff, 1990）提出法律文本的9种词汇特征：含有法律专业意义的普通词（common words with specialized legal meanings）；来自古英语和中世纪英语的稀有词（rare words from old and Middle Age English）；拉丁词和短语（Latin words and phrases）；普通词汇中不包括的法语词（specialized French words）；法律专业术语（terms of art）；专业行话（professional jargon）；正式词语（formal expression）；多义词语（words with flexible meanings）；极端精确表达词语（attempts at extreme precision）。吉本斯（Gibbons, 2003: 166）讨论了大量关于语言与法律的问题，书中重点指出法律语言的技术性与专业性的特征。

此外，国内学者对法律语言特征的描述较为详尽的有：陈建平（2007：10-15）指出法律英语作为一门专门用途英语，在词汇层面上具有如下几个较为明显的特点：专业术语、常用词汇转化为专业词汇、正式词汇、古英语、外来词、动词名词化、模糊词汇、和近义词并用。同时，他还从句法层面上总结了法律句法的特征：长句（句子冗长且句式结构复杂）、被动句、陈述句（法律英语中主要以陈述句式为主，较少使用祈使句，几乎不用疑问句和感叹句）、完整句（句子信息陈述具有完整性、详尽性和严密性）、“if”句式、“shall”句式、平行句式（主要采用条款形式规定法律事项）、惯用句型（例如“means”、“includes”、“refers to”的惯用结构）（2007：16-24）。巴蒂亚（Bhatia, 1993：106-113）提出法律条款的句法特征包括：句子较长（sentence length）、名词性词组（nominal character）、复杂的介词短语（complex prepositional phrases）、二项式和多项式表达（binominal and multinomial expressions）、句首为情形或条件描述（initial case descriptions）、法律条款的修饰语（qualifications in legislative provisions）、句法不连续（syntactic discontinuities）。季益广（1998）认为，法律英语是各种英语文体中正式程度最高的一种，即庄重文体，而法律英语的正式性主要体现在专业性词汇和用语的使用上，具有以下五个明显的文体特点：专业术语；古体词；外来语；词语并列；“shall”的使用。肖云枢（2001）认为，英汉法律专业术语有如下四个特点：词义的单义性；词语的对义性；使用上的变异性；词语的类义性。而英汉法律术语的词源则包括：沿用旧的法律用语；创造新的法律术语；吸收外来词；由民族共同语一般词汇成员转化而成的法律术语。王建（2003）除了意识到法律英语中词汇特征会影响法律英语的翻译外，他

还指出了语言的文化背景不同也会造成法律翻译的困难，即英汉两种语言由于文化背景不同，在行文结构、遣词习惯及句法层面均存在重大差异；此外，译者的法律文化底蕴对其法律翻译也有影响，即需要对不同的法律制度等要有足够的了解。

上述对于法律语言的特征描述对译者在翻译法律文本的过程中具有一定的指导意义，也对法律译者提出了要求，即一定要注意这些法律语言本身的特征。虽然法律英语内在的诸多特征使得法律英语的翻译尤为困难，但译者如能熟悉法律语言特色和句式特点，就必定能在翻译过程中事半功倍。

### 2.1.3 法律翻译的理论、原则和方法

对于法律文本的翻译原则，不少学者提出了自己的看法：如杜金榜（2008）在“法律语言特点和法律翻译”一文中提到法律翻译除了遵守普通翻译的一些原则以外也应该遵守特定的原则，这是由于法律翻译的法律框架所决定的，据此他提出考虑法律翻译的基本原则时，至少应该考虑公正性、准确性和合适性三项原则。邱贵溪（2000）认为，法律文件以准确严谨为主要特点，其用词、句法结构和文体等有严格的要求，因此，法律文件的翻译要遵循下面几个原则：庄严词语的使用原则；准确性原则；精炼性原则；术语一致性原则；专业术语的使用原则。李克兴（1997：176）通过分析法律翻译中存在的主要问题和法律文书的写作特点，根据在法律翻译与教学实践中的经验归纳出法律翻译的六项应用性原则：准确性及精确性（accuracy and precision）；一致性及同一性（consistency and identity）；清晰及简练（clarity

and concision)；专业化 (professionalism)；语言规范化 (standardized language)；集体作业 (team work)。

除了法律翻译总的原则外，不少学者提出具体的翻译方法，比如陈建平 (2007: 34) 根据法律语言自身的特点及其特殊的法律功能，提出法律文体翻译应遵循“准确、严谨、规范、统一”的作业原则；傅伟良 (2002) 提出合同法律文件的翻译要求严谨，汉译英时须将译入语的用词定位于正规、精确、鲜明；张晓茵 (2005) 提出合同翻译的“行为原则”，建议以释意、功能对等、直译、准确使用情态动词及“含混对含混”作为合同翻译的策略；宣培培 (2007) 认为法律翻译可在保证精确性的前提下引入语用学中的经济原则，进而提出译文语言简明化的具体策略。

这些翻译原则和翻译方法无疑对法律文本的翻译具有一定的指导作用，但不足之处在于这些原则和方法都是规定性的，而非客观描写得出的结果，因而有主观臆断之嫌。因此本文将采用描写的研究方法对香港双语法例《公司法》中出现的条件句进行分析，此种方法得出的结论更科学，也更具客观性，得出的翻译模式对实际翻译具有很强的借鉴作用。从这一点上来说，相较上述传统的规定性原则和方法，对法律翻译的实用性更大。

#### **2.1.4 法律文本类型及其他**

除了上述针对某个方面的研究，李克兴、张新红 (2005) 系统地从文本类型学的视角描述法律翻译的相关问题，这之前虽然有国外翻译理论家如诺德 (Nord)、纽马克 (Newmark) 提到法律文本的文本类型问题，但并未就其深入讨论具体的法律翻译问题；陈建平 (2007) 从文体学、语用学、修辞

学等角度探讨法律文体的翻译，这在一定程度上拓展了法律翻译的研究领域，对在具体法律翻译实践中指导如何提高翻译效率和翻译质量有一定的现实意义；此外，还有不涉及法律翻译理论的研究著作，而旨在传授实践性的技巧，如孙万彪（2003 & 2004）；王道庚（2006）。值得一提的是，在众多法律翻译的著作中，对法律翻译进行最为系统详尽论述的当属撒塞维克（Šarčević, 1997）所著的《法律翻译新探》，该书前半部分介绍法律翻译的特殊性及地位、法律翻译的历史、法律译者的角色等；后半部分主要介绍译者在法律翻译中所必需具备的法律知识，以及如何处理法律翻译中遇到的问题。

## 2.2 条件句及其研究现状

本节首先介绍条件状语从句的各种分类，然后重点探讨目前条件句的研究现状，以及法律文本中条件句的翻译研究，进而指出本文的研究意义和所处位置。

### 2.2.1 条件状语从句介绍

从句是相对于主句而言的，即它是从属于某一个主句，而不能单独作一个句子。在英语中，主要有三大从句，即名词性从句（包括主语从句，宾语从句，表语从句，同位语从句）、形容词性从句（即定语从句）、和副词性从句（即状语从句，包括时间、条件、结果、目的、原因、让步、地点、方式等）。状语从句主要用来修饰主句或主句的谓语。根据《英语语法大全》，状语从句可分为地点、时间、条件、原因、结果、程度、让步、方式、比较、目的、例外状语从句。虽然提到条件句，几乎每个人脑海里就会出现“if”

引导的句子或“如果……那么”的中文句式，但条件句的引导词是否只有“if”呢？条件句是否有其他类型呢？自然语言中，条件分句主要用来设定某种情形，后句则描述以此情形为前提将会发生的事情。虽然我们总是用“如果……那么”的复合句式表达条件关系，但这种句型并不总是严格意义上的条件句式，因为某些句型中，前提和结论并不存在直接的因果关系。下面将详细讲述条件句的种类。

对英语条件句比较系统的描写，包括较早期的 *The English Verb* (Palmer, 1974: 142-151) 和 *A Comprehensive Grammar of the English Language* (Quirk etc., 1985: 1088-1097)，以及近期的 *The Cambridge Grammar of the English Language* (Huddleston & Pullum, 2002) 和 *Cambridge Grammar of English: A Comprehensive Guide: Spoken and Written English Grammar and Usage* (Carter & McCarthy, 2006)。就 IF 条件句的分类来说，语法学主要有三种分类：一是将条件句分为真实 (real conditionals) 和非真实 (unreal conditionals) 两大类，前者又分为事实条件句 (factual conditionals) 和非事实条件句 (non-factual conditionals)，非事实条件句又叫反事实条件句 (counter-factual conditionals)；第二种分类是将条件句分为直接 (direct conditionals) 和间接 (indirect conditionals) 两大类；第三种分类是开放条件句 (open conditional construction) 和封闭条件句 (remote conditional construction)。

国内英语学者章振邦等 (1989: 1161-1165) 采用 Palmer 的观点，认为条件句从内容上看，根据所述情况是否是事实或有否可能实现，主要有真实和非真实条件句两种，即属于前文所述的第一种分类。一个典型的真实条件句表示分句的内容是导致主句事态实现的理由和依据，主、从分句中的内容不

能看成是逻辑上的不相关的两个命题；而非真实条件句的主分句之间的关系没有真实条件句的主分句关系那样紧密（徐李洁，2005）。Quirk等人属于第二种分类，将条件句分为直接条件句和间接条件句，认为（1985：1088）：“条件从句的主要用途是表达直接的条件：传递。换言之，主句命题部分的真实是条件从句条件部分完成的结果。<sup>10</sup>”“但是条件从句更多的其他用途是表达间接的条件，这时的条件与主句的情形并不相关。<sup>11</sup>”其中列举的两个例子能充分说明这两种情形：例一：If you put the baby down, she'll scream. 译文：如果你把婴儿放下，她就会尖叫。此句中主句部分的真实情况“she'll scream”依赖于条件“your putting the baby down”的实现，或者可理解为“If you don't put the baby down, she won't scream.”例二：She's far too considerate, if I may say so. 译文：她太体贴了，如果我可以这么说。此句主句部分的真实论断“*She's far too considerate*”并不依赖于从听话者获取赞同。Huddleston & Pullum (2002:738)属于第三种分类，他们认为，典型的条件句(conditional construction<sup>12</sup>)包括条件子句(protasis)和归结小句(apodosis)。开放和封闭条件句的区别在于后者描述的情形往往与现实情形不同。比如：“If you are under 18 you need parental approval.”属于开放式条件句；而“If you were under 18 you would need parental approval.”则属于封闭式条件句(2002:748)。其中第一种和第二种分类类似，即真实、非真实条件句和直接、间接条件句的分类都是从内容上主分句的关系来区分，真实和直接条件句中主分句的关

---

<sup>10</sup> 此句的原文是：“The central uses of conditional clauses express a direct condition: they convey that the situation in the matrix clause is directly contingent on that of the conditional clause. Put another way, the truth of the proposition in the matrix clause is a consequence of the fulfillment of the condition in the conditional clause.”

<sup>11</sup> 此句的原文是：“More peripheral use of conditional clauses express an indirect condition. The condition is not related to the situation in the matrix clause.”

<sup>12</sup> 本文仍然采用传统的叫法，将条件句用“conditional clause”来表示。

系比非真实、间接条件句的关系更为紧密；第三种分类则以条件句描述的情形是否与现实情形一致来区分，其中封闭条件句描述的情形往往与现实情形不同。这两种不同类别的条件句在《公司法》中都有出现，具体将在第四章详细介绍和分析其用法和译法。

张斌所著的《现代汉语描写语法》（2010）是目前对中文语法论述最为权威的一部著作，其中提到复句关系可分为三种，第一是事理关系，即客观事实之间的关系，如并列关系、连贯关系；第二是逻辑关系，即判断与判断之间的关系，如因果关系、假设关系、条件关系；第三是心理关系或语用关系，即说话人的主观认识，如递进关系、转折关系（2010:639）。他指出假设复句<sup>13</sup>分为一般假设复句和“否则”复句两种，由于第二种复句在《公司法》中并未出现，本文重点探讨第一种复句。一般假设复句的代表格式为“如果p，就q”。“如果”类词有“如、若、如若、若如、若是、若不然、要是、要、要不然、假若、假使、假如、假定、倘、倘如、倘若、倘使、倘不然、设使、设若、设或、万一”等，“就”也可以说成“便、则”，前边还可以有“那、那么”等。

此外，徐阳春在《现代汉语复句句式研究》一书中也详细探讨了条件句，指出中文中“如果p，就q”是表示分句间存在假设关系最具代表性的句式<sup>14</sup>，该句式的基本构成包括假设分句p，结果分句q，以及关联词三个部分。该句式的语义特点主要表现为虚拟性和条件性。虚拟性主要着眼于每一分句所述

---

<sup>13</sup> 这里要注意本文所指的条件句是中文所说的假设复句，而非条件复句，中文中条件复句的代表句式之一是“只要p，就q”。两者的区别在于“如果”侧重虚拟，而“只要”侧重条件；“只要”表示最低条件，而“如果”不一定表示最低条件；“如果”可形成两面假设、正反配合的用法，正反两面一般轻重平衡，显得客观、冷静，而“只要”在正反两面中具有选择性和强调性，偏重于更积极的一面，使之突出（张斌，2010:678）。

<sup>14</sup> 值得注意的是，中文中分句间存在条件关系的代表句式之一是“只要p，就q”。（徐阳春，2002:63）



情况与客观现实之间的关系。“如果p，就q”句式的虚拟性表现在，不管是假设分句还是结果分句，它们所述的情况再现实世界中并不一定是真实的，即任一分句所述情况再现实世界中也许是真的（即可能性假设），也许与现实世界中实际存在的情况恰好相反（即反事实假设）（徐阳春，2002:23）。该句式的条件性是以虚拟性为基础，或者说，虚拟是以构成条件为目的的。虚拟是一种现象，也可以说是构造一个可能世界。任一能被人们接受的“如果p，就q”的构成，都意味着说话人营造了一个能够被人们接受的可能世界，在这一特定的可能世界中，可以使得p的存在将导致或期望导致q的出现。可见，“如果p，就q”句式说话人之所以要构造一个可能世界，目的就在于建立分句p、q之间的条件联系（徐阳春，2002:24）。

### 2.2.2 法律文本中条件句的研究现状

在普通文体中，条件句虽然多以“if”引导，但也有其他多种表达方式，从而体现语言丰富的表现力。条件句的这一特点也体现在法律语言中，因为法律语言与普通文体有共同的特征，即人们正确理解法律文本的基础和保证。不过与普通文体相比，法律英语中的条件句具有立法语句的逻辑结构和特点，这种立法语句通常包括事实情景和法律陈述两部分内容，前者一般用条件从句表达，后者则通过主句表达，两者共同构成一个完整语句的同时也体现出严密的法律逻辑（尹洪山、韩玉花，2009）。但是法律逻辑中的条件意义并不完全依赖连词“if”来表达，英语中有些连词在普通文体中很少用来表示条件关系，但在法律文体中却被频繁使用。如连词“when”在普通文体中多表示时间关系，不过这种概念在法律语言中常被引申为一种条件意

义，以强调事实情景和法律陈述之间的逻辑关系。对法律文本中条件句的研究并不多，笔者通过文献搜索仅发现唐培培（2010）对海事公约中条件句作出描写性翻译研究，他认为绝大部分的条件句都是形合翻译（hypotaxis），虽然该文对条件句的译法作了详尽的统计和描写，但却仅仅是列举出条件句引导词的各种译法及所占比例，并未对其进行详细分析及解释。此外，虽然马春梅（2008）以《中华人民共和国刑法》英汉两种版本为实例，但仅简单提及“if”与“when”引导的条件句结构和翻译，指出法律英语的句子具有公式化的特点，并没有深入研究。因此笔者认为目前对条件句的研究还远远不够，本文希望通过描写《公司法》中条件句的翻译，不仅能发现条件句引导词的各种译法，并能进一步指出各个条件句引导词的异同，以及条件句的翻译模式。

### 2.2.3 法律文本中条件句的翻译

关于法律文本中的条件句翻译，也有不少学者提出自己的见解。如李克兴（2008）根据多年的教学经验和对法律文本的研究，从对法律文本的操作分析（operative analysis）入手，将典型的法律句式分为法律主体（legal subject）、法律行为（legal action）以及情况或条件（case/condition）三大要素，由此推断及论证程序化的法律句子由两种基本成分构成：法律主体和行为的主句与确立条件、资格或性质的条件从句。他将法律文本中常见的6组8个条件句引导词的翻译作出归纳，“if”一般译为“如、如果”（但中央一级的或全国性的法律法规中极少使用缩略形式的词语，以体现立法语言的严谨或保守的特点）；“where”在香港一般译为“凡”，而在内地一般

用“……的”句式结构来表达；遇到“when”首先要确定其引导的是否为条件句，如果是，可翻译为“如、凡”；“in case、in the event that”在法律文件中以译成“万一、一旦”较为妥帖，表示较罕见的状况；“should”表示一种语气较强的假设状态，将其译为“假如、万一”都可以；“provided that、providing that”属于古旧词，可译为“倘若”，文体上与该两古旧词较为般配。

此外，不少学者在谈论法律文本中长句的翻译时会提及条件句的翻译，鉴于法律语言风格较为繁复，而且法律语言的一个显著特点就是多用长句，也就是法律的起草者和翻译者所说的“一段（节）一句”结构。在英、汉法律文本中，这种使用长句表达的倾向缘于立法者试图将某一问题的相关信息全部安置于一个完整的句子之内，避免几个分散的句子可能引起的歧义。比如一个立法语句应该由三个或更多的主要分句构成，且其中的每个主要分句又由几个从属分句修饰限定。这样的长句不容易产生误解，因为读者不必去核实各个独立句子之间的关系。而且一系列的短句会造成毫无必要的重复或使人厌烦困惑的相互指代，或二者兼而有之，因此很可能会影响交际效果。所以，大多数学者都坚持在法律的起草和翻译上使用“一段（节）一句”的长句结构来进行表述。袁华平（2008）指出，由于法律语言本身具有的规范功能和提供信息功能需要通过规定性和描写性的手段得以实现，条件句结构在法律语言中的使用也就变得非常普遍。法律英语在句式表达中大量使用条件句的现象很早就引起了人们的注意。库德（Coode, 1848）提出将法律英语的条件句构成要素归结为：case（情况），condition（条件），legal subject

（法律主体）和legal action（法律行为），他提到一个比较典型的例子<sup>15</sup>：

(Case) Where any Quaker refuses to pay any church rates,

(Condition) if any churchwarden complains thereof,

(Subject) one of the next Justices of the peace,

(Action) may summon such Quaker.

其中，前面两个成分用于表述事实情景（fact situation），后面两个成分则用于表述法律主体及其应当采取的法律行为。在英语法律条文中，事实情景通常是用条件从句来表达，法律陈述（statement of law）则是通过主句表达的。两者在构成一个完整语句的同时表达出“If P1 + P2, then Q”这样一个法律逻辑的结构。因此，库德的例子可以改写成如下形式：

Fact-situation	Statement of law
where a churchwarden files	one of the next Justices
a complaint against a Quaker	of the peace may summon
for refusing to pay any church rates	such Quaker

在法律翻译中，译者掌握条件句这一特点对翻译是很有必要的。法律英语中条件句可用如下的公式来表达：“If X, then Y shall do Z.”或者“If X, then Y shall be Z.”。在这里，“If X”代表法律制度适用的情况（case），“Y”代表法律主体（legal subject），“Z”代表法律行为（legal action）。这种表达形式在法律英语中的使用非常普遍，把握这种表达方式对条件句的翻译大有帮助。

---

<sup>15</sup> 参见论文“法律英语中条件句的翻译”：<http://www.tde.net.cn/juzifan/2009/0910/617.html>

### 2.3 研究空缺

鉴于上述的研究现状，法律文本中的条件句还有很大的研究空间，对条件句的具体文本分析部分可作进一步考察。因此笔者选择香港法例第 32 章《公司法》，来研究其中出现的条件句的不同译法及翻译情况。本文选择研究香港法例主要基于以下几个原因：首先，香港是个双语社会，其双语制度下的法例要求有中英文两个版本，且两个版本同时具有同等的法律效力。这为本文的条件句分析提供了完整的平行文本。其次，条件状语从句是法例条文中较为重要的一种句式结构，而且，根据笔者的初步统计，条件状语从句在香港法例中所占的比例较大（比如在《公司法》中所占比例为 44%），因此深入了解条件句的句式结构以及翻译规律具有重要意义，而且由此得出的翻译模式可以为译者在今后处理条件句的翻译提供参考依据。最后，目前对香港法例进行全面研究的学者不多，尤其是对其中句型（或更具体来说，条件状语从句）的研究更少，因此如能从中探索得出条件句的各种译法以及翻译模式，这将有助译者更有效地翻译法律文本。

### 2.4 小结

本章主要考察过去法律翻译研究的文献资料，将法律翻译方面的研究成果归纳为四个方面，即法律词语翻译、法律语言特征、法律翻译的理论、原则和方法、以及法律文本类型及其他研究。由此看出法律翻译的研究在上述几个方面建树颇多，但对法律文本中句型部分所作的研究相对显得不足。接下来笔者对法律文本中句型的研究，尤其是对条件状语从句的研究作出总结，指出普通文本与法律文本中条件句使用的差别，并指出法律文本中条件

句的句型特征以及翻译情形，由此可见，通过具体的文本分析来探索条件句的翻译具有很大的研究空间。本文接下来通过研究香港法例第 32 章《公司法》中出现的条件句，来探讨法律文本中条件句的各种译法以及结构模式，旨在为译者在翻译条件句时提供参照。

## 第三章 法律文本的翻译类型学

### 3.1 概述

本章通过介绍翻译的文本类型学，以指出法律文本的翻译类型学，由于多位学者对法律文本属于何种类型的看法不一，笔者对此作出了总结和评论，并提出自己对法律文本的新看法，即法律文本属于何种类型要根据原文功能与译文功能是否一致来区别对待，当译文功能与原文功能一致的时候，译文文本的功能是感染型；当译文功能与原文功能不一致的时候，原文功能是感染型，译文功能可以是信息型，也可以是表情型。据此指出香港双语法例应为感染型文本，并进一步讨论香港法律文本的翻译策略。

### 3.2 翻译类型学

#### 3.2.1 翻译的文本类型学

根据不同的分类标准，对文本类型的分类有两种：一是早期的根据主题、话题（subject-matter）进行分类；二是赖斯（Reiss）提出的按照文本功能进行分类。

##### 3.2.1.1 按主题、话题的分类

第一，圣经文本与非圣经文本的翻译。圣经文本的翻译最早可追溯至公元 340 年，希诺里莫斯<sup>16</sup>认为：“在从希腊文翻译的过程中采用的不是直译，

---

<sup>16</sup> 希诺里莫斯（Hieronymus）即 Saint Jerome，是西方历史上最具影响力的翻译理论家之一，他也被誉为圣经的“官方”译者（Robinson, 1997: 23）。

而是意译，除了翻译圣经的情形，因为圣经中甚至连句子都带有神秘感<sup>17</sup>。”

（引自Robinson, 1997: 25）在当时，圣经对基督教徒来说是至高无上且神圣不可侵犯的，不是任何人都可以解读的，翻译圣经的译者也必须具有崇高的地位，而且只能直译其内容，而不可随意解读、更改内容。据此，希诺里莫斯将文本区分为圣经类（biblical texts）和非圣经类（non-biblical texts），并认为圣经翻译应直译（word for word），而非圣经文本应意译（sense for sense）。

第二，文学文本与非文学文本的翻译。自14世纪，欧洲各国陆续展开文艺复兴运动，这场运动主张个性解放，反对中世纪的宗教观以及教会对人们思想的束缚，肯定人权，反对神权，摒弃神学的权威和传统教条。文艺复兴运动波及多个领域，带来了自然科学、绘画、音乐、文学、建筑等领域的繁荣发展。可以说，文学文本地位的提升在很大程度上是得益于文艺复兴。随着文学文本地位的提高，文学文本的翻译也逐渐受到重视，因此将文本区分为文学类与非文学类。直到今天还有很多学者对此分类表示赞成，而且很多研究翻译的学者都将精力放在文学翻译的研究上。

第三，艺术作品与商业文本的翻译。19世纪初，施莱尔马赫（Schleiermacher）将研究范围限于从另一种语言翻译到本国的语言，提出两种类型的翻译，一是商业领域（commerce）的翻译，二是学术和艺术领域的翻译（scholarship and art）。并指出这两种类型的翻译之间并没有绝对的界限，相互之间有重叠部分（Robinson, 1997: 226）。他称第一种翻译是口译者（interpreter）的工作，在商业界中，口头交流是最主要的；第二种翻译

---

<sup>17</sup> 该句的原文是：“Now I not only admit but freely announce that in translating from the Greek—except of course in the case of Holy Scripture, where even the syntax contains a mystery—I render, not word for word, but sense for sense.”



是译者（translator proper）的职责，只有书面翻译才能使艺术和学术作品得以长久存在。

第四，概念功能与人际功能文本的翻译。豪斯是较早将韩礼德的系统功能语言学理论运用到翻译研究的学者之一，她基于功能语言学的理论框架，提出了一套翻译质量评估体系。对于文本类型，她认为赖斯和弗米尔对文本类型的分类过于简单，但是可作为选择、归类文本进行分析的基础。而她自己采用的是传统意义的两分法，并为其贴上功能语言学中“概念”（ideational）和“人际”（interpersonal）标签，即分为概念功能和人际功能两个类别的翻译。其中概念功能分为技术（technical texts）和非技术文本；而人际功能分为小说（fictional）与非小说文本（House, 1997: 36）。

第五，实用文本与文学或艺术文本的翻译。丹尼斯认为翻译是项复杂的行为，翻译过程是无法简化的，不论要翻译的文本属于何种性质，对译者的专业资格要求是不同的，有的文本要求译者掌握某种语言的语域及对艺术具有敏锐触角（如对文学文本），有的要求译者具有专业知识（如技术和科学文本）。他较为注重实用、普通文本的翻译，指出其研究对象限于实用类文本，即在另一方面排除了对文学文本的研究，并认为这两类文本具有不同的特征。可以看出，他将翻译分为两类，实用类文本（pragmatic texts）和文学或艺术类文本（literary or artistic texts）（Delisle, 1988: 1）。

第六，文学翻译、一般语言翻译和特殊用途语言翻译。斯奈尔-霍恩比提出不同文本翻译的原型（prototypology），为各种类型的文本翻译提供了一个蓝图。她提出了一个自上而下的综合性文本分类方法，并确定了各自的标准翻译模式，从而可以根据各文本类型的特点确定各类文本的翻译标

准。她将文本分为三种：文学翻译、一般语言翻译和特殊用途语言翻译。在其原型中，她将法律文本归为特殊用途文本的一类（Snell-Hornby, 1988: 32）。此外，她还提出这些分类并不是固定、一成不变的，而是一个动态的连续体，体现出文本类型与翻译标准之间的动态关系。

第七，文学、圣经与工业文本的翻译。塞格将翻译活动的类型分为三类，一是文学文本的翻译（literary translation）；二是圣经的翻译（Bible translation）；三是工业文本的翻译（industrial translation）。具体来说，由于人们通常认为文学翻译不同于其他文本的翻译，因此从直觉上将其归为单独一类，主要是因为文学作品的目的无法用简单的意图术语指定，而且也无法分析读者的期望；圣经翻译历来被视为一种独立的形式，由于圣经文本的性质、文本与读者的历史距离、圣经的内在价值和文本的完整性、以及圣经文本的用途，圣经有其自身的翻译方法和翻译实践；第三类文本包括以上两类文本以外的专业领域的翻译，塞格将其归为是为了建立翻译过程的模式，以解释机器翻译的常规运用和语言工业的其他先进工具（Sager, 1993: 160）。

从上述七种对文本的分类可以看出法律文本在所有文本中的位置，法律文本的翻译不同于文学的、艺术作品的翻译，是非文学的、实用的、工业的、商业文本的翻译，或者说是特殊用途文本的翻译，而且大多数学者的意见都是一致的。但是，这种按主题的分类去判断法律翻译的策略存在一定的缺陷：首先，一些学者（如施莱尔马赫）认为商业文本的翻译（包括法律文本）可采用语际替换（interlingual substitution）的方式来翻译，因为这类文本在各种语言中的意义和表现方式基本上一样。因此这类文本的翻译既不需要阐释也不需要艺术创造性，是机械的转码，是一种下等翻译（inferior type of

translation)。显然这种观点是片面的，如今法律译者不仅要掌握两种或多种语言，还要充分了解各种法律概念、法律体系等专业知识，完全不是机械的转码，称法律翻译为“下等翻译”更是无稽之谈。其次，这种分类太过宽泛，无法帮助确定文本的翻译策略，虽然该种分类能够确定法律文本属于何种类别，但是无法据此得出某类具体文本（如法律文本）的翻译策略。因此需要另一种分类方法来详细区分法律文本的类别，从而确定法律文本的翻译策略。

### 3.2.1.2 按文本功能的分类

随着社会语言学、语用学、功能语言学的出现，有些学者意识到了语言功能的重要性，并尝试根据语言功能对翻译文本进行分类。如果说上述传统的文本分类是笼统的，那么可以说赖斯的文本类型学是较为系统、科学的，且具有更高的实用价值。根据传统的文本分类，法律文本的翻译地位低下，翻译策略应是直译，但是这些论点主要是基于法律文本本身的性质、法律语言的特征等，而忽视了最为重要的一点：即法律翻译也与其他文本一样，是有功能的。而赖斯的翻译类型学为法律翻译提供了一个新的栖身地，即认为不同类型的文本有不同的功能，即功能决定文本类型。但是不同学者在翻译类型学的框架中仍然对法律文本的功能看法不一。笔者通过列举不同学者对法律文本功能的看法，来探索法律文本的主要功能到底是什么。

20世纪70年代，德国学者赖斯提出功能主义，对当代翻译理论的发展有着举足轻重的影响，其功能主义更是通过其后辈学者诺德（Nord）、弗米尔（Vermeer）、斯耐尔-霍恩比（Snell-Hornby）、豪斯（House）等人的研

究得以发扬光大，形成重要的德国功能主义学派，该学派的主要成员在如今的翻译界仍很活跃。赖斯对翻译理论的一个主要贡献是在功能主义的框架下提出文本类型学，即不同种类的文本需要不同的翻译策略。过去学者对翻译策略的界定都是试图建立一个适用于一切文本的翻译策略，而赖斯却打破了这一框架，提出别具一格的概念，认为不同文本有不同的功能，而不同的功能决定了这一文本的类型，文本的类型继而决定翻译策略。

不少学者对法律翻译的功能作过探讨，比如：

第一，江伯尔（Jumpelt）按学科把特殊用途文本划分成四组：技术类（technical texts）、自然科学类（texts of the natural sciences）、社会科学类（texts of the social sciences）及其他类（other texts），其中社会科学类包括社会学、经济学、政治学、财经和法律。他认为所有特殊用途类的文本都是提供信息，具有信息功能（informative）（引自Šarčević, 1997）。也就是说，他认为法律文本也是具有信息功能的文本。

第二，赖斯（1971）提出不仅基于主题而且更重要的是基于文本功能的、以翻译为导向的文本类型学(a translation-oriented text typology)。她的文本类型学是基于布勒（Bühler, 1990）的对语言功能的三种分类，她将文本分为表情功能（expressive）、感召功能（conative）和信息功能（informative）。在后来的研究中，赖斯提供大量的例子支撑其发现。她认为信息类包括通知、报告、哲学文本、论文以及法律、合同等，也就是说她将法律和合同都归为信息型文本，与江伯尔的看法一致。

第三，韦伯（Weber）证明特殊用途文本的形式语言特征是由某个文本的功能决定的，他提出创建特殊用途文本的类型学，按照韩礼德（Halliday）

的功能类型将文本分为：指导性为主的（predominantly instrumental）、规范性的（regulatory）、互动性的（interactional）、个人的（personal）、阐释的（heuristic）、想象的（imaginative）或再现的（representational）。但他的分析指出特殊用途的文本只有一个功能：即再现的。而这显然证实了特殊用途的文本是信息型的（引自Šarčević, 1997）。

第四，纽马克也根据布勒的语言功能的模式对文本进行了分类，不过与赖斯不同的是，他意识到虽然法律和合同在某种程度上是信息型的，但法律和法规的主要功能不在于提供信息，而在于呼吁、命令，因而将法律和法规归为感染型文本（vocative）。此外，他还进一步把这种功能区分为指引（directive）和命令（imperative）两类（Newmark, 1982: 13-15）。但是后来他在这三种主要功能外，还根据雅各布森（Jacobson）的理论分出美学（aesthetic）、交际语（phatic）和元语言（metalingual）功能。但是与此同时，他改变以前的看法，将法规和法律文书归为表情型文本，认为表情功能的核心是说话者、作者的思想，即把法律法规看作是表情类下面的权威类文本。而他认为的表情类文本包括：严肃幻想文学（serious imaginative literature）；权威性文书（authoritative statements）；自传、散文和个人书信（autobiography, essays and personal correspondence）。在权威性文书中他提及了法规和法律文书，即认为法律法规文件与严肃文学、自传、散文及个人书信同属表情型文本（Newmark, 1988: 39）。

第五，塞格提出交际的目的有五种：社交目的（social）、信息目的（informative）、指令目的（directive）、推论目的（discursive）、和评估目的（evaluative）。他指出指令信息是以读者为导向的，请求、命令、指令、

禁令、劝诫、警告等都具有指令目的，从读者的角度来看法律文本的功能，法律和法规针对不同的读者具有不同的功能，认为：“指令目的有时候可能仅适用于某一类读者，比如法律和法规对于大众读者来说是信息功能，但对某一类读者可能是指令功能（Sager, 1993: 70）<sup>18</sup>。”

第六，姜剑云（1995: 211-213）根据奈达（Nida）提出语言交际具有的八大功能：表白功能、认识功能、人际功能、信息功能、指令功能、执行功能、情感功能、美感功能，通过排除法指出法律文体的主要功能，他认为，情感功能和美感功能是文艺语体的“专利”，与法律语体无缘；表白功能和人际功能主要属于谈话语体；认识功能主要属于科学语体、政论语体，也与法律语体关系不大，那么剩下的信息功能、指令功能和执行功能正是法律语体的主要功能。他进而指出，“作为法律信息的载体，法律语体的第一个功能便是承载和蓄储、传递和输送法律信息，这便是法律语体的信息功能。……法律语体的另一个重要功能是下达指令，因为法律不是一般的信息，而是一种指令信息……其内容是指示人们实施合法的行为，禁止人们实施非法的行为，从而规范人们的社会行为……法律语体的第三个功能是执行法律（法令），即作为执法的工具，这便是它的执行功能。”

第七，腾超、孔飞燕（2008: 38）讨论了法律文本的文本类型，他们认为赖斯等其他学者将法律文本的主要功能归为信息或呼吁、规范等功能都有以偏盖全之嫌，提出规定性法律文件的主要文本功能在于通过语言向读者提供有关权利、义务及其限制的准确信息，而非规定性法律文件的文本功能以诉情为重，并非只是传递信息。他们完全认同斯耐尔-霍恩比（Snell-Hornby）

---

<sup>18</sup> 该句的原文是：“The directive purpose may apply to a limited number of readers only, as in laws and regulations where the purpose is informative for the general reader and directive for the specific group of people listed, or falling into the categories set out.”

的观点，法律文件的翻译应当归入注重文本信息功能的特殊语言翻译（special language translation）（Snell-Hornby, 2001: 32）。

第八，哈伯玛斯（Jurgen Habermas）是哲学家和社会学家，他根据布勒的分类，毫无疑问地认为法律和合同具有规定性功能，属于布勒分类中感染型文本的一类（引自Šarčević，1997）。

第九，撒塞维克认为法律文本的主要功能不仅仅是提供信息，但最主要的是感召功能，认为法律翻译的核心是要表达与原文一致的意图，而不是内容或形式。她重新回顾了布勒对语言功能的三种分类，即信息功能（主要是通过描述现实世界的状况，强调物品和/或事实的文本）；表情功能（以发送者为导向的，旨在丰富世界）；感召功能（接受者为导向的，是为了通过激发接受者采取行动，或向接受者强加某种行为，而使其改变世界）。她发现从布勒所列举的例子可以看出，感染型文本不仅包括规劝性（persuasive）文本，还包括规定性（regulatory）文本。而法律法规显然是属于规定性文本的一种，虽然布勒并未提及法律文本，但他强调受祈使句控制的文本是感染型的，而规定性文本中经常使用到祈使句。也就是说，布勒将法律文本归为感染型文本的一种（1997: 10）。在此基础上，她提出自己的观点（Šarčević, 1997: 73）：“[法律]译者的主要任务是译出产生相同法律效果的文本。……要优先考虑同等的效果（equal effect），其次是相同的意义（equal meaning），但同等的意图（equal intent）又要优先于前两者<sup>19</sup>。”

---

<sup>19</sup> 该句的原文是：“The (legal) translator’s main task is to produce a text that will lead to the same legal effects in practice. …While the presumption of equal effect has priority over that of equal meaning, both are subordinate to the presumption of equal intent.”

综上所述，根据文本功能对文本进行分类这种趋势无疑是正确的（如塞格），但是不少学者却对法律文本的功能的论述存在不一致的看法，下面笔者将对此进行详细分析，指出法律文本的文本类型以及相应的翻译策略。

### 3.2.2 法律翻译的文本类型

上述多位学者都对法律文本的类型提出了自己的看法，这些观点大致可以分为三类：第一类的代表人物是江伯尔、赖斯、和韦伯，他们认为法律文本是信息型文本，笔者认为他们是从原文角度出发的，即考察的是法律文本的内容本身，其主要功能是提供信息，因此他们认为法律文本是信息型文本。比如，中国人阅读西方国家的法律条文，我们要了解的是法律条文的内容。因此，从这个角度来说，法律文本是信息型文本。第二类的代表人物是纽马克，他认为法律文本是表情型文本，笔者认为他是从原文作者的角度出发，考察的是法律文本内容背后的作者或立法人的观点、态度等，从这个角度来说，法律文本是表情型的，这时其主要功能不再是提供信息，而是反映原文作者的立场或态度。第三类的代表人物是哈伯玛斯、布勒、撒塞维克，他们认为法律文本是感染型文本，这是从译文读者的角度出发的，即认为意图是核心，主要功能是传递与原文一致的意图。该观点的前提是译文与原文同样生效的情形，比如香港地区。但这仅是译文功能与原文功能一致的情形，却忽略了译文功能与原文功能会存在不一致的情形。

因为有学者（如撒塞维克）使用“意图”一词，笔者在这里具体解释一下“功能”（function）与“意图”（intention）这两个词语。弗米尔对其进行了区分，认为功能是接受者眼中文本所表达的或希望文本表达的用意；意



图是文本发送者和接受者双方的“以目标为取向的方案或行为”，旨在寻找创作或理解文本的恰当方式。也就是说，意图是作者赋予文本一厢情愿的意义，而功能是译文读者在传意场合、知识背景、个人期待和需要都不同的情况下所读取的意义。这就是说，译文功能与原文意图之间是允许存在差异的；只有在理想情况下，意图和功能才完全重合（Nord, 1997: 28）<sup>20</sup>。笔者认为，就本文讨论的内容而言，文本的功能与文本的意图并无本质上的差别，而且问题的关键不是功能与意图这两个词汇之间的差异，而是译文与原文在功能或意图上的差别。因此在本文中诺德的观点可改为：译文功能（或意图）与原文功能（或意图）之间可能不同，只有在理想情况下，两者才相同。这也为笔者提出法律文本类型要区分两种情形提供了理论基础。

上述各位学者的观点虽然相互矛盾，但其实都是正确的，因为他们讨论的是法律文本翻译的不同情形。据此笔者认为，在确定法律文本的文本类型时，可分为两种情形：在译文功能与原文功能一致的情形下，即译文文本在目标语中具有与原文文本同等的法律效力，那么译文文本是感染型的，即译文读者是考虑的重点，功能是最重要的；在译文功能与原文功能不一致的情形下，即译文文本在目标语中不具法律效力，那么译文文本可以是信息型（即从原文内容出发），也可以是表情型（即从原文作者出发）。

下面笔者再具体举例来说明这两种情形。例一，如果西方国家要将中国的《大清律例》翻译成英文，那么其译文明显是不具法律效力的，可以有两种理解：一是西方人为了了解中国《大清律例》法律条文的内容，其功能是

---

<sup>20</sup> 该句的原文是：“Intention is defined from the viewpoint of the sender, who wants to achieve a certain purpose with the text. Yet the best of intentions do not guarantee a perfect result, particularly in cases where the situations of the sender and the receiver differ considerably. In accordance with the model of text-bound interaction, the receivers use the text with a certain function, depending on their own expectations, needs, previous knowledge and situational conditions. In an ideal situation, the sender’s intention will find its aim, in which case intention and function would be analogous or even identical.”

提供信息，译文的文本类型可谓是信息型文本，这与当时《大清律例》的原文功能是不同的，也就是说，译文功能与原文功能是不一致的；也可以理解为读者通过《大清律例》的内容来透视中国当时的历史文化概况，了解《大清律例》作者的某些观点或态度等，从这个方面理解的话，译文的功能对读者来说就不仅仅是提供信息。例二，中国加入世贸组织之后，需要对全球的法律法规有一定的了解。比如中国将美国的法律条文翻译成中文，其译文在中国显然不具法律效力，而主要是提供信息，让中国更好地了解美国法律条文的内容，因而译文功能发生了变化，与原文的功能不再一致。例三，在实施双语立法的香港地区，其译文功能是与原文功能是一致的，因为源语文本和译文文本（或称双语文本）具有同等的法律效力，在这种情况下，毫无疑问，法律文本的文本类型属感染型，即表达与原文相同的功能。功能才是要考虑的首要因素。通过上述三个例子可以清晰地看出法律文本的文本类型要依据译文是否在目标语中生效而定。上述学者没有认识到法律文本的文本类型应区分这两种情形，往往忽略了其中的一种情形，因此得出的结论是不全面的。最重要的一点是，他们没有认识到法律原文功能与译文的功能可以是不同的，没有考虑到这种原文功能与译文功能不一致的情形，因此在确定法律翻译策略的时候一定要分出这两种情形，才能对法律文本的类型作出正确而全面的判断。具体到香港双语法例，显然双语制度下的香港法例是具有法律效力的，且英文原文与中文译文的功能也是一致的，因此香港双语法例文本的功能是感染型。

### 3.3 法律文本的翻译策略

古往今来，有不少学者探讨过翻译策略的问题，诸如直译，意译等。但笔者认为直译与意译之间并无明确的界限，正如罗宾逊（Robinson in Baker, 1998: 125）<sup>21</sup>所认为的，“……大部分所说的直译事实上是对理想的一种妥协，用译文的字词以较为松散的方式替换原文的字词，译文尽可能紧贴原文的词序。而另一方面，过分自由的翻译，如诗歌的翻译，改译、编译不是适合所有类型的文本，而且不少人也不将其视为严格意义上的翻译。”翻译界对翻译策略的看法主要围绕“对等”一词，探讨译文要做到与原文在何种程度上的对等，哪些方面的对等等问题。而这一问题的根源是在翻译中内容和形式很难同时实现。因此有了两种不同的翻译策略，一是重内容；二是重形式。基本上所有的翻译策略都是基于这两个不同的侧重点提出的，即所提出的概念都是二元对立的。如中国传统佛经翻译的文质说；大家最为熟悉的直译与意译；严复于 1898 年在翻译赫胥黎（Thomas Henry Huxley）《天演论》（*Evolution and Ethics*）的《译例言》中提出的“信、达、雅”观点<sup>22</sup>；林语堂提出的“忠实、通顺、美”；傅雷提出的“传神”论，认为翻译应该“重神似而不重形似”；钱钟书提出的“化境”说；鲁迅的观点“宁信而不顺”<sup>23</sup>；奈达的形式对等与动态对等（或称灵活对等、功能对等）；纽马克的语意翻译与传意翻译；豪斯的隐性翻译与显性翻译；格特（Gutt）的直接

---

<sup>21</sup> 该句的原文是：“…Hence most so-called literal translations are in fact compromises with the ideal: looser renditions that replace individual SL words with individual TL words wherever possible, and cling as closely as possible to the SL word order in the TL.”

<sup>22</sup> 此处的原文是：“译事三难信达雅。求其信已大难矣。顾信矣不达。虽译犹不译也。则达上焉。……易曰修辞立诚。子曰辞达而已。又曰言之无文。行之不远。三者乃文章正轨。亦即为译事楷模。故信达而外。求其而雅。”

<sup>23</sup> 虽然鲁迅提出“宁信而不顺”，但他还是认为，凡是翻译必须兼顾两面，一当然力求其易解，一则保存着原作的丰姿，即“信与顺”。

翻译与间接翻译；图里的充分性与可接受性；韦努蒂（Venuti）的归化与异化等等。所有这些概念都是形式与内容的对立，学者都看到了这一点，即看到在翻译过程中内容与形式不可兼得，往往要牺牲其中一个，以保留更为重要的另一个。但这些翻译理论或翻译策略大多是针对文学翻译提出的，有不少实用型翻译学者认为其并不适合非文学作品的翻译，因此也有针对法律文体提出相应的翻译策略或翻译方法。比如李克兴（2010：62）认为法律文本的主要功能是信息型，并提出其采用的翻译策略应是静态对等。他指出，法律翻译策略的确立与源法律文本制定的目标有着直接和必然的关系，任何策略的制定本质上都是为了实现那个目标服务的。译本的理想境界：将源语法律文本的作者（立法者或法律文本起草人）写入文本的每一个意图不折不扣地传达给译本的使用者，把源文本中的所有信息从质到量到型（风格和格式）都精确而充分地表述出来，使译本的信息与源本的信息尽可能完全对等，从而使译本发挥与源法律文本尽可能相同的功能，以便产生与源文本尽可能相同的法律效果。这就是法律翻译的目的。

根据翻译类型学的理论观点，文本类型决定翻译策略。在分析了法律文本的文本类型后，就可以根据文本类型来确定法律文本的翻译策略，这对法律译者来说是十分重要的。根据赖斯的翻译类型学，我们可以得出，文本的功能决定文本的类型，而文本类型决定文本的翻译策略。虽然赖斯未对法律文本的功能作出全面的判断，但她这一逻辑推导是正确的，即文本类型能决定翻译策略。纽马克也根据布勒的语言功能提出不同类型的文本应采取不同的翻译策略。纽马克（1988：47）认为，表情型文本可以用语意翻译策略，而信息型和感染型文本可以用传意翻译策略，他还进一步指出感染型文本采

用传意翻译策略的同时，更重要的是实现对等效果（1988：48）。因此可以将他对三种类型的翻译策略归结如下：

表 3.1 纽马克对文本类型与翻译策略的界定

文本类型	核心	翻译策略
表情型	作者/原文（形式）	语意翻译
信息型	主题（内容）	传意翻译（包括动态对等）
感染型	读者/译文（功能）	传意翻译

经过上述的描述和讨论后，要首先区分两种情形下法律文本的功能，然后进一步确定法律翻译的翻译策略。

### 3.4 香港双语法例的翻译策略

撒塞维克（1997）认为，翻译属于同一法律体系的文本较为容易，因为没有太多概念上的不一致，而香港法律翻译则属于另一种较为复杂的情形，即涉及到两种不同的法律体系。笔者认为，在将英文翻译成中文的过程中，因为两个版本都是在社会上起同等法律效力的，因此两者要传达的意图相同，即在翻译跨越两种不同法律体系的情形下，译文语言必须遵照原文语言中所表达的法律概念，这样才能确保两者所表达的意图一致。这就决定了在翻译时，遇到与原文不同的法律概念时，一定要采纳原文法律概念的用词，而不能使用译文法律体系中的概念，这样肯定会导致误解；尤其是遇到译文中没有的法律概念时，译文甚至要创造新词来表达，以免误解。

根据前述观点，香港双语法例属于感染型文本，那么在翻译过程中最重要的是保留并传递原文的信息与意图，应采用动态对等的翻译策略。但事实上由于香港双语法例的特殊性，香港地区的双语法例翻译是个特例。因为香港曾是英国的殖民地，而香港绝大部分法例是在英国统治时期制定的，英文是当时香港唯一的官方语言，而中文完全是供参考之用的，并不具法律效力；

但是因为香港特别行政区规定于 1997 年回归之前必须将一些重要的香港法例译成中文，并通过相应的立法程序使之成为中文法例。因此香港的译者仍然受英文思维习惯的影响，其出产的中文译文也不可能迅速摆脱英文的束缚，才会造成香港法例的中文译文采用“直译”而非“动态对等”的翻译策略。比如在香港中文法例颁布之后，社会上的批评之声不绝于耳，香港《明报》1997 年 5 月 12 日就有这样一则报道（引自王道庚，2006：59-60）：

“香港法例将于本月中开始全部有中文版本，但有法律界人士指出，中文版本有许多翻译得不流畅的地方，单看中文根本看不懂。专门从事婚姻法的洪珀姿律师昨日出席基督教家庭服务中心举办的‘再婚的选择’研讨会时表示，香港法例目前已经是中英并重，所有法例理论上都有中文翻译，但由于许多律师在学习时都是学英文的，所以对中文的法例认识不多，一般情况下他们看法律时都是看英文版本，只是在有特别需要时才翻查中文译本。但洪珀姿指出，中文译本中有很多翻译得不流畅的地方，即使看得懂中文，亦感到很困难。她说，许多翻译条例都看得他们一头雾水，只是因为懂得英文，所以才感觉好像看得懂中文译本，但若单单看中文版的话，就感到很辛苦。”

也就是说，一般读者觉得不管是看中文还是英文的法律文本就感到困难，但在香港的双语法律制度下，从上述法律界专业人士的论述中可以看出，其实中文译文比英文原文更加难懂，而这正是因为因为在英译中的过程中，译者采取了过于直译<sup>24</sup>的翻译策略所致。换句话说，香港的法律翻译无法实现完全的动态对等，因为如果是动态对等，在翻译法律概念时也应该采用目标语法律体系中的概念，那么就无从保证原文法律概念所要表达的意图和功能。

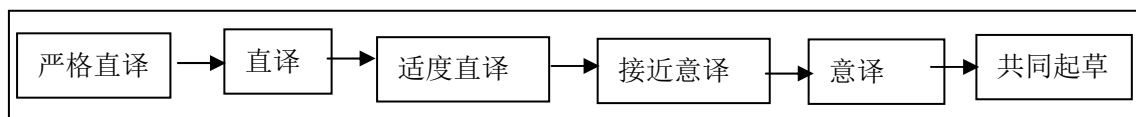
---

<sup>24</sup> 但是笔者在文本分析的过程中发现如今的中文译文已不再过于死板、直译，这与香港政府大力推广普及中文大有关联，中文在香港的影响力与日俱增。

因此，在翻译涉及两种法律体系（包括香港）时，要注意在翻译法律概念时应遵从原文的法律体系概念，无须考虑译文读者是否对这些“陌生的”法律概念不适应。

根据撒塞维克（1997：24），法律翻译的发展经历如下几个阶段：

图 3.1 法律翻译的发展阶段



由上述法律翻译的发展阶段可以看出译者的自由度不断增大，而共同起草是最后的发展阶段（如加拿大一些双语或多语地区已经实施双语起草）。双语起草不仅是法律翻译发展到一定阶段的产物，而且也是一个可行的翻译策略，比如香港的《基本法》就是双语起草的一个成功范例。这同样适用其他涉及两种不同法律体系的翻译。因此，要不折不扣地传递与原文一致的意图，最佳的翻译策略应是共同起草，这样可以万无一失地保障与原文一致的意图。但是目前香港绝大多数法律法例的翻译显然没有实现共同起草，这是因为香港还不具备共同起草的条件，立法者的双语水准、资源及其他因素都限制了这一可能性，比如立法者与译者不一定可以同时在场，合格译者的配备等问题，因此共同起草只能说是未来法律翻译的一个发展趋势。

### 3.5 小结

本章首先通过对文本类型学的回顾与小结，指出过去学者对法律文本类型的看法存在一定的局限性，进而提出自己对法律文本类型的新看法，即当译文功能与原文功能一致的时候，法律文本的功能是感染型；当译文功能与原文功能不一致的时候，原文功能是感染型，译文功能可以是信息型，也可

以是表情型。在此基础上，笔者进一步论述了法律文本的翻译策略，以及由于香港地区的特殊性，香港法例条文的翻译仍采用“直译”的翻译策略。

接下来本文重点讨论香港双语法例第 32 章《公司法》中条件句的翻译，因为香港双语法例具有同等法律效力，其译文功能与原文功能一致，因此香港双语法例文本为感染型文本。据此通过对《公司法》中出现的条件句引导词的不同译法进行具体分析，以考察不同译法是否实现了与原文一致的功能。



## 第四章 法律文本中条件句的翻译

### 4.1 概述

法律文本作为一种较为特殊的文本类型，本身有着用词、句法等各方面的文本特征。法律语言的一大句型特征就是句子长，句子结构也相对复杂，从句套从句，定语从句、状语从句、限定词、条件从句等盘根错节，是名副其实的葡萄藤（grape pattern）。有的法律条款一节内容仅由一个长句构成，平均长度为 271 个单词，而科技英语的典型句子长度仅为 27.6 个单词（Barber, 1962）。巴蒂亚（Bhatia, 1993: 110）提出法律条款句法特征时提到“法律主体之前通常出现由一个以“where”、“if”或有时“when”引导的长句状语从句描述情形。<sup>25</sup>”可见状语从句是法律文体的一个重要特征，因此如能分析并把握法律文本中常见条件状语从句的翻译规律，就能有助译者有效、甚至高效地翻译法律文本。本章将重点探讨法律文本中条件句<sup>26</sup>的各种译法以及翻译模式。

#### 4.1.1 条件句引导词

根据笔者的统计，《公司法》中共计 2247 个完整的句子（即以句号为结尾的句子），其中包含条件句引导词的句子共有 987 句（其中可能包含多个条件句引导词），占整部《公司法》所有句子的 44%左右。该数据充分体现了条件句在《公司法》中的重要性，同时也凸显了法律文本的文本特征。

---

<sup>25</sup> 该句的原文是：“The legal subject is conventionally delayed by the introduction of a long case description in the form of an adverbial clause beginning with ‘where’, ‘if’ or sometimes ‘when’.”

<sup>26</sup> 本文仅研究“if”、“where”、“when”、“in the event of”和“in (the) case of”这五个引导词引导的条件句。

关于条件状语从句的引导词及其翻译情况，李克兴（2008）对其作过较为详细的介绍，他对法律条件句中最常用的 6 组共 8 个主要引导词，即“if”、“where”、“when”、“in case”、“in the event that”、“should”、“provided/providing”等词的用法和差异作了较系统的介绍和辨析，同时为其推荐了适当的汉译对应词。一方面，这对本文在探讨《公司法》中出现的条件句引导词起到一定的参考作用；另一方面，这些对条件句引导词的规定性译法在《公司法》的具体文本翻译中是否如此呢？本章旨在从大量的数据分析中归纳出条件句引导词的译法，比较各个引导词之间的异同，并归纳出条件句的翻译模式。因此本章首先重点讨论“if”与“where”引导的条件句，并归纳两者引导条件句的翻译模式；接下来再探讨《公司法》中出现的其他条件句引导词，即“in the event of”、“when”和“in (the) case of”。这些对《公司法》中条件句引导词的数据考察分析以及数据统计对法律英语写作和法律教学是很有帮助的，让写作人员和学生对条件句的引导词如何使用和如何翻译有个大致的了解。

#### 4.1.2 《公司法》中条件句引导词

从《公司法》整个内容来看，条件状语从句的引导词主要包括以下几个：“if”、“where”、“when”、“in the event of”、和“in (the) case of”。各个引导词出现的频率和所占比重如下表 4.1 所示。

表 4.1 《公司法》中条件状语从句引导词及其出现频率表

条件状语从句引导词	出现频率	所占比例
if	872	45%
where	668	34%
in (the) case of	289	15%
when	73	4%
in the event of	37	2%

从本《公司法》来看，并不是每部法律条例都会出现 4.1.1 小节中提及的 6 组 8 个引导词，而且并非均以条件句引导词的形式出现。第一，“provided that”在文中出现了 110 次，但用法上只是以“但书”（proviso）<sup>27</sup>的形式出现，并没有表示“条件”的意思，而其近义词“providing that”一个也没有出现；第二，“should”在文中出现的不是表示条件的引导词，只是表示其本意“应、应该”。第三，“in the event of”出现的频率较少，只有 37 次，20 次翻译为“如”，8 次翻译为“一旦”，7 次译为“在……时”，还有译为“一旦”和“在……情况下”各 1 次；第四，“when”在文中虽然出现了 73 次，但是表示条件句引导词的却只有 5 次，均译为“如”，其他都翻译为表示时间的从句关系词；第五，“in the case of”在文中出现了 273 次，“in case of”出现 16 次，大多译为“如”。第六，本研究对象《公司法》中出现的其他两个条件句引导词“if”与“where”占据了条件句的一大半，其中“if”共出现 872 次，“where”出现 668 次，分别占有所有条件句的 45%和 34%。

#### 4.1.3 英文条件句引导词比较

下面来分析比较上述几个条件句引导词在意思和用法上的异同。“if”是最为常见、最为普通的条件句引导词，用法多种多样，根据《英汉大词典》（2007：871），“if”有如下几种解释，一是作为连词，[表示条件或假设]假如、如果、要是；即使、纵令、虽然；无论何时、当；是否；[表示愿望，后不跟条件句的结论句]要是……多好；[表示惊奇、沮丧或恼怒，与动词否

---

<sup>27</sup> 根据《现代汉语词典》（2005:268），“但书”是法律条文中“但”或“但是”以下的部分，指出本条文的例外或限制。

定式连用]; [与 will、can、would 等连用, 用于婉言请求]; 二是作为名词, 条件、规定、假设; 有疑问的事、疑问。出现在法律文本中的“if”一般都是作为连词出现, 用来表示条件或假设, 在日常生活中或其他文本“if”可采用多种译法, 使用“如果、如”的同义词, 比如“假如、假若、要是、倘若”等, 但是在法律文本中则大部分译为“如”。

“where” (2007: 2167) 可以作为副词、连词、代词、或名词使用, 一般含义为“在哪里、在……地方”等, 其本身并没有表示假设或条件之意, 但是出现在法律文本中“where” (尤其是位于句首的“where”) 一般视为条件句引导词, 或者更确切地说, 是引导某种情形, 但是将“where”译为“如”的情况数量仍然较多。“if”与“where”是本《公司法》条例中出现最多的两个引导词, 那么这两个词在用法与翻译上有什么不同呢? 关于“if”与“where”, 库德 (Coode, 1848) 认为两者是有差别的, 即“if”表示纯粹的条件, 而“where”包含的情形更为广, 但他毕竟是在 19 世纪提出的, 那么现代的《公司法》对于这两者的用法是否有明确的区分呢? 笔者通过从《公司法》中查找“if”与“where”同时出现在一个句子中的若干句子, 以判断两者之间用法上的差别。

例一: **Where** a company refuses to register any person as a member in respect of shares which have been transmitted to him by operation of law, that person shall be entitled to call on the company to furnish a statement of the reasons for the refusal, and, **if** the company fails to furnish such statement within a period of 28 days after the request therefor, the company shall, on the expiration of that period, register the transfer forthwith. 其译文为: 凡公司拒绝

就某人已藉法律的施行而获传转的股份，登记该人为成员，该人有权请求公司提供一份拒绝理由陈述书，如公司在该项请求提出后 28 天内未有提供该份陈述书，则公司须在有关期限届满时，立即登记该宗转让。

此处将“where”译为“凡”，而将“if”译为“如”，根据“where”引导的条件句，可以看出该处是指“公司拒绝就某人已藉法律的施行而获传转的股份”这样一种情形，而且更常见的一种表达方式，即用“any … who”来替换，该句中提到的“where a company refuses …”可用“any company which refuses …”的句式来替换“where”引导的条件句，虽然后者在英文中是个定语从句，但可以在中文译文中看出，这是另一种表达条件的方式，《公司法》中也有不少这样的句子，如“Any person who publishes or discloses any information or document in contravention of subsection (1) shall be guilty of an offence and liable to imprisonment and a fine.”译文为：任何人如违反第(1)款而发表或披露任何资料或文件，即属犯罪，可处监禁及罚款。此处将“any person who”翻译为“任何人如”，其实可以说等同于“凡”，因为“凡”既包含了“任何、所有”之义，也是条件句的引导词。而“如”引导的是一种纯粹的条件，即“公司在该项请求提出后 28 天内未有提供该份陈述书”这样一种状况，才有下面公司所要采取的行动，即“须在有关期限届满时，立即登记该宗转让”。

例二：**Where** a limited company is plaintiff in any action or other legal proceeding, any judge having jurisdiction in the matter may, **if** it appears by credible testimony that there is reason to believe that the company will be unable to pay the costs of the defendant if successful in his defence, require sufficient

security to be given for those costs, and may stay all proceedings until the security is given. 其译文为：凡一间有限公司在任何诉讼或其他法律程序中为原告人，任何在有关事宜上具有司法管辖权的法官，如依据可信证供而觉得有理由相信在被告人胜诉时，该公司将无力支付被告人的讼费，则该法官可规定该公司须就该等讼费给予充分保证，并可搁置所有法律程序，直至该公司给予该项保证为止。

该句中“where”引导的是指“任何一间有限公司在任何诉讼或其他法律程序中为原告人”这样一种特定情形，这是法律主体不包括在引导的情形之中，因此将“where”译为“凡”，而接下来采用“if”来引导假设的情况，即“如果依据可信证供而觉得有理由相信在被告人胜诉时，该公司将无力支付被告人的讼费”，这种假设条件相较“where”引导的情形来说范围较小，是基于该种情形之下的某种假设条件。由此可清晰判断“where”与“if”在主次和先后上的差别，以及二者在译文上的区别。又如：

例三，**Where** the Official Receiver becomes the liquidator of a company, whether provisionally or otherwise, he may, **if** satisfied that the nature of the estate or business of the company, or the interests of the creditors or contributories generally, or there are other grounds therefor, require the appointment of a special manager of the estate or business of the company other than himself, apply to the court, and the court may on such application, appoint a special manager of the said estate or business to act during such time as the court may direct, with such powers, including any of the powers of a receiver or manager, as may be entrusted to him by the court. 其译文为：凡破产管理署署

长成为公司的清盘人，不论是临时或属其他情况，如其信纳基于公司的产业或业务性质，或基于债权人或分担人的一般利益，或基于其他理由，需要在其本人以外另委一名公司产业或业务的特别经理人，则可向法院申请，而法院可应该申请而委任一名上述产业或业务的特别经理人，在法院所指示的期间内行事，该经理人并具有法院所托付的各项权力，其中包括接管人或经理人所具有的任何权力。

与上述的例一、例二一样，此处“where”译为“凡”，而“if”译为“如”。可以看出，“where”引导的似乎更像一个情形，即涵盖的内容比较宽泛，而“if”则纯粹引导一个条件，是基于“where”引导的情形而提出的，两者不能反置使用。此外，“where”引导的内容往往比“if”引导的内容更重要，而且如果两者出现在同一句子中，“where”引导的内容必须发生在“if”引导的条件状况之前。

综上所述，“if”引导的条件句的一般用法，与法律条文中的用法差别不大；但“where”引导的条件句在一般文件中或日常生活中很少用到，但在法律文件中其重要性却不可不提，以本部《公司法》来说，除了“if”引导的条件句出现 872 次外，“where”引导的条件句却也占据了 668 次之多，可见其在法律条文中的重要地位。其实“where”引导条件句的用法很早就出现过，如人所熟知的谚语，“where there is a will, there is a way.”指的是凡是有意志的人就会成功，即“有志者事竟成”。这里就没有使用“if”，一是出于修辞方面的考虑，与“there”押头韵；二是“if”没有“所有、一切”之义。笔者认为，“if”与“where”有两个方面的差别，一是“where”作为条件句引导词时含有“所有、一切”之义，可以用“any … who”的

句式结构来替换，而“if”却只是单纯的条件句引导词；二是“if”通常引导的是一个条件、状况（condition），而“where”引导的是一种情形（case）。但不少起草人和译者经常将二者混淆，认为可以替换使用，其实二者还是存在差别，不可反置使用。因此，笔者认为，虽然现代法律没有古代法律规定的那么严格，但是通过分析香港法例中“if”与“where”引导的条件句，仍然能看出这两者是有差别的。

“when”除了表示时间方面的副词，还可以作为连词引导状语从句，其中有一个用法就是相当于“if”，可引导条件状语从句，比如：When one Party removes and replaces any directors whom it has appointed, it shall give written notice to the other Parties, the former and newly appointed directors and the Joint Venture Company, and state the reasons therefor. 译文为：如果一方要撤换任何董事，应向其他各方及原任董事、新任董事和合营公司发出书面通知，并说明撤换情由。

根据 *Oxford English Dictionary*，“in case”的解释是“in the event or contingency that; if it should prove or that; if”，而“in case of”相当于“in the event of”，可见这两个短语是意思相近；“in the event”的其中一个解释是“undersigned or incidental result”，“in the event of”的意思是“in the case (something specified) should occur”，表示假定的或假设的结果、情况或偶然性，一般译为“一旦、万一”，相比较“if”而言，“in the event of”和“in case of”更强调偶然性，即假设事情发生的可能性较小，虽然也有将这两个短语译为“如果、假如”，但是如果反过来来说，几乎没有将“if”译为“万一、一旦”，因此仍然能将其区分开来。



#### 4.1.4 中文条件句引导词比较

中文条件句中表示假设的情形一般用“如果”，在本《公司法》中类似的表达有“如、假若、假使、若、倘若、一旦”等，那么这些表示假设的中文表达之间有何区别呢？根据《现代汉语辞海》（2002：574），“如”的其中一个解释是：假使，要是。而“如果”的解释是表示假设的连词，同义词为即使、倘若。此外，查询假如、假使、假若的词条发现其解释就是“如果”（2002：318），若的解释也是假如、如果（2002：578），倘、倘若、倘使也是表示假设的连词，表示假使、如果（2002：659）。可见，在词典中如、如果、倘若、假如、假使、假若、倘、倘若、倘使这几个词语均为表示假设的连词，意思上并无差别，可相互替换使用。但是赵元任（Chao, 1968）认为，这些词所表示的假设可能性大小不同，可以把它们排成一个连续体，即：要是（与“若是”同源）、要、假如、若是（“如”和“若”仅限于文言）、倘若、假若、假使、倘使、设若，越靠后的词假设可能性越小，越多用于与事实相反的假设。但是蒋严（2000）认为，现代汉语经过几十年的进一步发展，赵元任先生所举的假设词有些已鲜见使用，其它的在假设程度或违实性上似乎并没有为大多数母语使用者觉察得到的差别，而且赵元任的词表中应加上现代汉语常用的“如果”和“假设”，其中“如”和“若”似乎也不限于文言。但是这些词语在法律条文的翻译中是否存在差别呢？

与“如”等词相近的词语，还有“一旦、万一”，但是从词意上还是能判断差别的。根据《现代汉语辞海》，“一旦”（2002：793）指的是不确定的时间词，表示忽然有一天或要是有一天，显然从该解释上可以看出其发生的可能性要比如、如果等小很多。而“万一”表示可能性极小的意外情况，

或表示可能性极小的假设，一般可与“一旦”替换使用。“万一”作为连词是从实词转化而来的，虽然用作连词后已具有虚拟性的特点，但为了强调假设语气，它还可以与其他表示假设的连词如“如果、要是”等组合使用。“万一”作为假设连词用来表示说话人相信在正常条件下某种情况发生的可能性极小，但同时又不排除有出现的可能性，并且句中恰恰表达的就是在这种可能情况出现的条件下引发出当事人对其结果的思考或打算（徐阳春，2002：35）。例如，“况且老婆和小宝也都得喝那水，万一他们中的一个也得了那该死的病，先我而去我又怎么办呢？”（引自方方《定数》）这里的“万一”可以用“如果”来替换，但替换后句中原来强调的那种“偶然性”意味就不再那么明显了。

此外，“凡”的出现频率也颇高，表示总括某一范围内的一切，因此从字面意思来说，“凡”比“如”包括的情形更为宽泛，而“如”则侧重于假设某种情形的发生。使用“凡”的优势在于不仅言简意赅（因为“凡”不但具有条件句常用引导词“如”的语法功能，而且包含了“所有”的意思），可以使语言显得正式，因为法律文体本身就是很正式的一种文体，尤其是香港法律条文这样具有权威性、严肃性的文本。不过，香港与内地的中文法律文本在用词上还有一定差异，正式的法律条件句常用“凡”引导，而在内地的法律文件中则往往用“……的”句型引导条件句。

#### 4.2 “if” 引导的条件句

在本部《公司法》法例中，“if”共出现 872 次，其中有 776 次译为“如”，因此笔者认为有必要首先了解“if”与“如”的含义。

### 4.2.1 “if” 的若干译法及分析

“if” 在整个《公司法》中共出现 872 次，包括如下几种译法：

表 4.2 《公司法》中 “if” 引导词的译法统计

“if” 译法	出现频率		所占比例
如	776		89%
在……时	8	96	11%
假若	23		
若	7		
假使	3		
倘、倘若	3		
不译	26		
在……情况下	26		

从上表可以清晰地看出 “if” 在绝大多数情形下都是翻译为 “如” 的，可以理解为 “if” 的中文对等词为 “如”。那么 “if” 在何种情况下采用其他的译法呢？采用其他译法是否包含特殊的用意，抑或仅是不同译者的不同选择呢？这些不同译法是否实现了与原文一致的功能呢？接下来本节将《公司法》中出现的所有除了译为 “如” 的条件句一一查找出来，对其具体分析。

第一，“if” 译为 “假若”：

序号	英文原文	中文译文
1	If the Chief Executive in Council is satisfied that a company to which Part XI applies would, <b>if</b> it were a society in respect of which the Societies Ordinance (Cap 151) applied, be liable to have- (a) ...; or (b) ..., the Chief Executive in Council may order the company to cease to carry on business within Hong Kong, and such company shall thereupon cease to carry on business within Hong Kong and in the case of paragraph (b), the company is deemed to be an unlawful society within the meaning of and for the purposes of the Societies Ordinance (Cap 151).	如行政长官会同行政会议信纳，第XI部所适用的公司 <b>假若</b> 是《社团条例》(第 151 章)所适用的社团— (a) ……；或 (b) ……， 则行政长官会同行政会议可命令有关公司停止在香港内经营业务，而该公司须随即停止在香港内经营业务；如该公司属(b)段所指的公司，则并须当作为《社团条例》(第 151 章)所指的非法社团，而且就该条例而言，该公司须当作为非法社团。

2	In the event of the accounts being audited by a public servant there shall be paid to the Government in respect of such audit a sum equal to the fee which would have been chargeable on the audit of the Official Receiver's accounts <b>if</b> the winding up had been a winding up by the court.	如帐目由一名公务员审计，则须就上述审计向政府支付一笔款项，数额等于清盘 <b>假若</b> 是一宗由法院作出的清盘本会就审计破产管理署署长的帐目所征收的费用。
3	Next, in paying to the Government a sum equal to the fees which the Official Receiver could lawfully have charged <b>if</b> he had acted as liquidator of the company in a winding up thereof by the court.	再其次，向政府缴付一笔款项，数额相等于破产管理署署长 <b>假若</b> 在法院将该公司清盘时曾充当该公司清盘人本可合法地收取的费用。
4	Where any person to whom this section applies has reason to apprehend that any claim will or might be made against him in respect of any negligence, default, breach of duty or breach of trust, he may apply to the court for relief, and the court on any such application shall have the same power to relieve him as under this section it would have had <b>if</b> it had been a court before which proceedings against that person for negligence, default, breach of duty or breach of trust had been brought.	凡本条适用的人有理由忧虑会有或可能有任何有关疏忽、失责、失职或违反信托行为的申索向其提出，该人可向法院申请给予宽免，而法院在接获任何此等申请时，有权根据本条宽免该人，犹如针对该人的疏忽、失责、失职或违反信托行为的法律程序 <b>假若</b> 在该法院席前提出则该法院本会有该项权力一样。
5	Where any document by which any shares in or debentures of a company incorporated outside Hong Kong are offered for sale to the public would, <b>if</b> the company concerned had been a company within the meaning of this Ordinance, have been deemed by virtue of section 41 to be a prospectus issued by the company, that document shall be deemed to be, for the purposes of this Part of this Ordinance, a prospectus issued by the company.	凡就在香港以外成立为法团公司的股份或债权证向公众作出要约发售， <b>假若</b> 有关公司是本条例所指的公司则该要约所据的文件本会凭借第 41 条当作是招股章程者，为施行本条例本部的规定，该份文件须当作是该公司所发出的招股章程。
6	Where any non-Hong Kong company makes default in delivering to the Registrar the name and address of a person resident in Hong Kong authorized to accept on behalf of the company service of process or notices, or <b>if</b> at any time all the persons whose names and addresses have been so delivered are dead or have ceased so to reside or refuse to accept service on behalf of the company or	凡任何非香港公司没有将居于香港并获授权代表公司接受送达法律程序文件或通知书的人的姓名及地址交付处长，或 <b>假若</b> 所有姓名及地址已如此交付的人均已去世，或已不再居于香港，或拒绝代表公司接受送达法律程序文件或通知书，或因任何原因不能送达文件，则文件可以

	for any reason cannot be served, a document may be served on the company- (a) by leaving it at or sending it by post to any place of business established by the company in Hong Kong; or ...	下述方式送达该公司— (a) 将文件留在该公司在香港所设立的任何营业地点，或以邮递方式送交该公司在香港所设立的任何营业地点；或……
7	Subject to subsection (1A), in the case of a company which has been dissolved under section 226A, 227, 239 or 248, the court may at any time within 2 years of the date of the dissolution, on an application being made for the purpose by the liquidator of the company or by any other person who appears to the court to be interested, make an order, upon such terms as the court thinks fit, declaring the dissolution to have been void, and thereupon such proceedings may be taken as might have been taken <b>if</b> the company had not been dissolved.	除第(1A)款另有规定外，如公司已根据第 226A、227、239 或 248 条解散，法院可在解散日期起计 2 年内的任何时间，应公司的清盘人或法院觉得有利害关系的任何其他人为有关目的而提出的申请，按法院认为合适的条款作出命令，宣布解散无效，而 <b>假若</b> 公司未曾解散则可能已予进行的法律程序即可随即进行。
8	Section 5(a) of the Protection of Wages on Insolvency (Amendment) Ordinance 1996 (68 of 1996) ("the amending Ordinance") shall not apply in the case of a winding up to which an application under section 15(1) of the Protection of Wages on Insolvency Ordinance (Cap 380) relates where such application is made before the commencement of the amending Ordinance, and in such a case, the provisions relating to preferential payments which would have applied <b>if</b> the amending Ordinance had not been enacted shall be deemed to remain in full force.	在任何与根据《破产欠薪保障条例》(第 380 章)第 15(1)条作出的申请有关的清盘中，如提出该申请的日期是在《1996 年破产欠薪保障(修订)条例》(1996 年第 68 号)(“修订条例”)生效之前，则在该宗清盘中，修订条例第 5(a)条不适用，而在该情况下， <b>假若</b> 修订条例不曾制定则会适用的关于优先付款的条文，须当作仍然完全有效。
9	The Companies (Amendment) (No. 3) Ordinance 1988 (79 of 1988) shall not apply in the case of a winding up where the date of the commencement of the winding up occurred before the commencement of that Ordinance, and, in such a case, the provisions relating to preferential payments which would have applied <b>if</b> that Ordinance had not been enacted shall be deemed to remain in full force.	凡在任何清盘中，清盘开始日期是在《1988 年公司(修订)(第 3 号)条例》(1988 年第 79 号)生效之前，则该条例不适用于该宗清盘，而在该情况下， <b>假若</b> 该条例未曾制定本会适用的关于优先付款的条文，须当作仍然完全有效。
10	The Fourth Schedule to the Protection of Wages on Insolvency Ordinance 1985 (12 of	凡在任何清盘中，清盘开始日期是在《1985 年破产欠薪保障条

	1985) shall not apply in the case of a winding up where the date of the commencement of the winding up occurred before the commencement+ of that Ordinance, and, in such case, the provisions relating to preferential payments which would have applied <b>if</b> that Ordinance had not been enacted shall be deemed to remain in full force.	例》++(1985 年第 12 号)生效+之前, 则该条例的附表 4 不适用于该宗清盘, 而在该情况下, <b>假若</b> 该条例未曾制定本会适用的关于优先付款的条文, 须当作仍然完全有效。
11	The Companies (Amendment) Ordinance 1984 (6 of 1984) shall not apply in the case of a winding up where the relevant date occurred before the commencement of that Ordinance, and, in such a case, the provisions relating to preferential payments which would have applied <b>if</b> that Ordinance had not been enacted shall be deemed to remain in full force.	凡在任何清盘中, 有关日期是在《1984 年公司(修订)条例》@(1984 年第 6 号)生效之前, 则该条例不适用于该宗清盘, 而在该情况下, <b>假若</b> 该条例未曾制定则会适用的关于优先付款的条文, 须当作仍然完全有效。
12	The liquidator or any contributory or creditor may apply to the court to determine any question arising in the winding up of a company, or to exercise, as respects the enforcing of calls, or any other matter, all or any of the powers which the court might exercise <b>if</b> the company were being wound up by the court.	清盘人或任何分担人或债权人可向法院申请, 要求就公司清盘过程中所产生的任何问题作出裁定, 或就强制执行催缴或任何其他事宜, 行使公司 <b>假若</b> 由法院清盘则法院可行使的所有或任何权力。
13	Where a contract is ratified by virtue of this section, the person who purported to act for or on behalf of the company in making the contract shall not thereafter be under any greater liability than he would have been <b>if</b> he had entered into the contract on behalf of the company as an agent acting without its authority and after its incorporation.	凡任何合约凭借本条而获追认, 则在订立合约时其意是代表该公司行事的人, 在该合约获得追认后所须承担的法律 responsibility, 不得大于 <b>假若</b> 该人是在该公司成立后未获该公司授权而以代理人身分代表公司订立合约的情况下所须承担者。
14	In a case where the financial assistance is or includes a non-cash asset, any profit which, <b>if</b> the company were to make a distribution of that asset, would under section 79L be available for that purpose	如该项资助是一项非现金资产或包括一项非现金资产, 则包括 <b>假若</b> 该公司分发该项资产时即会根据第 79L 条成为可供分发的任何利润
15	A special resolution to confer, vary, revoke or renew authority under subsection (3) is not effective if any member of the company holding shares to which the resolution relates exercises the voting rights carried by any of	根据第(3)款授予、更改、撤销或重订权限的特别决议, 在下述情况中并无效力: 持有与该项决议有关的股份的公司成员, 行使该等股份所附有的表决权, 就该

	those shares in voting on the resolution and the resolution would not have been passed <b>if</b> he had not done so.	项决议进行表决，而 <b>假若</b> 该等成员不曾如此表决，则该项决议不会获通过。
16	The resolution is ineffective if any member of the company holding shares to which the resolution relates exercises the voting rights carried by any of those shares in voting on the resolution and the resolution would not have been passed <b>if</b> he had not done so.	该项决议在下列情况中并无效力：持有与该项决议有关的股份的公司成员，行使该等股份所附有的表决权，就该项决议进行表决，而 <b>假若</b> 该等成员不曾如此表决，则该项决议不会获通过。
17	A person authorized under subsection (1) shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise <b>if</b> it were an individual shareholder, creditor, or holder of debentures, of the company.	任何根据第(1)款获授权的人，有权代其所代表的法团行使权力，该等权力与该法团 <b>假若</b> 是公司的个人股东、债权人或债权证持有人时所能行使的权力相同。
18	A person authorized under subsection (1A) shall be entitled to exercise the same powers on behalf of the recognized clearing house (or its nominee) which he represents as that clearing house (or its nominee) could exercise <b>if</b> it were an individual shareholder of the company.	任何根据第(1A)款获授权的人，有权代其所代表的认可结算所(或其代名人)行使权力，该等权力与该结算所(或其代名人) <b>假若</b> 是公司的个人股东时所能行使的权力相同。
19	The legal personal representative of a deceased member of a company shall, for the purposes of this section, be treated in all respects as a member of the company having the same rights with respect to attending and voting at a meeting of the company as such deceased member would, <b>if</b> living, have had.	就本条而言，公司已故成员的合法遗产代理人，在各方面均须视为该公司的成员，具有有关出席公司会议并表决的权利，与已故成员 <b>假若</b> 在生本会具有的权利相同。
20	Where any debentures which have been redeemed before the commencement of this Ordinance are re-issued subsequently to that date, the re-issue of the debentures shall not prejudice and shall be deemed never to have prejudiced any right or priority which any person would have had under or by virtue of any mortgage or charge created before the commencement of this Ordinance, <b>if</b> section 106 of the Companies Ordinance 1911 (58 of 1911), as originally enacted, had been enacted in this Ordinance instead of this section.	凡任何债权证在本条例生效前已赎回，并且在该生效日期后重新发行，则该等债权证的重新发行，对于 <b>假若</b> 原来制定的《1911年公司条例》(1911年第58号)第106条而非本条已在本条例中制定的话，任何人则会根据或凭借本条例生效前所设定的按揭或押记而享有的任何权利或优先权并无损害，而且当作从来对该等权利或优先权并无损害。
21	Where the shares or stock of a company have by amalgamation or otherwise become the	凡公司的股份或股额已因合并或其他原因成为另一间公司的

	shares or stock of another company, that other company shall have the same power under this section as the original company would have had <u>if</u> it had continued.	股份或股额，则该另一间公司同样具有本条所订的权力，与原本的公司 <b>假若</b> 继续营业时会具有的权力相同。
22	A auditor of a company would be so disqualified <u>if</u> the undertaking were a company	<b>假若</b> 该企业是一间公司则会丧失获委任为其核数师资格的人。

“if”译为“假若”的情形共有 22 句，下面来具体分析原文和译文。从“if”引导的条件句来看，除了第 6 句中使用的动词是动词的一般时或一般完成时外，其余的 21 个句子均使用虚拟语气，比如“were、had continued、had been enacted”等。

第 1 句中因为“if it were a society in respect of which the Societies Ordinance applied”之前已使用“if”引导的条件句，译为“如”，为避免重复，第二次出现“if”时中文译为“假若”；但是更主要的原因是因为“if”第二次出现时引导的是虚拟语气，虚拟语气用来表示说话人所说的话并不是事实，而是一种假设、愿望、怀疑或推测。虚拟语气在非真实条件句中表示的是假设的或实际可能性不大的情况，可与现在事实相反、过去事实相反，或与将来事实相反<sup>28</sup>。虽然“如”、“假若”、“假如”等词都是表示假设性的条件句引导词，在汉语词典以及日常使用中“假若”被视为“如”的同义词或近义词，但是在法律条款涉及非真实条件句中使用虚拟语气时，中文译文均为“假若”，这表示译者注意到“假若”与“如”等词在语用上的差别，表示发生的可能性很小或不大可能发生的情形。

<sup>28</sup> 值得注意的是，只有在非真实条件句中才使用虚拟语气。通过句子意思，看假设的条件是否能够实现，能够实现是真实条件句，不能使用虚拟语气；假设的条件不能实现则是非真实条件句，要用虚拟语气。



再比如第 15 句中 “...the resolution would not have been passed **if** he had not done so.” 使用虚拟语气，表示该等成员已经做出了如此表决，将来不大可能更改如此表决的意思，而该项决议已经通过，表示与事实相反的假设情形。因此译为“**假若**该等成员不曾如此表决，则该项决议不会获通过。”再比如第 19 句也使用了虚拟语气，其中 “if living” 是 “if he were living” 的省略形式，表示已故成员的合法遗产代理人具有与已故成员如果在生会具有的权利相同，但显然已故成员是不可能复活的，这是一种不可能发生的假设情况，因此译为“……公司已故成员的合法遗产代理人，在各方面均须视为该公司的成员，具有有关出席公司会议并表决的权利，与已故成员**假若**在生本会具有的权利相同。”

因此通过上述对几个例子的具体分析，在法律条款中仍能看出“如”与“假若”之间的细微差别，即一般在英文非真实条件句中使用虚拟语气时，中文的对应译文为“假若”而非“如”。

由此可见，“if”引导的非真实条件句在使用虚拟语态时，表达的是一种假设情形，可与过去、现在或将来事实相反，表示该种情形已经发生不太可能改变或将来发生的可能性较小。而在普通的法律文件中，一般使用“should”引导的条件句，表示语气较强的假设，译作“万一”。比如“Should either of the parties to the contract be prevented from executing contract by force majeure, such as earthquake, typhoon, flood, fire, war, etc., the prevented party shall notify the other party by cable without any delay, and within 15 days

thereafter provide the detailed information of the events.”<sup>29</sup> 译文为“合同任何一方，假如遇地震、台风、水灾、火灾、战争等不可抗力情况而不能履行合同时，应立即将该情况电报通知对方，并在事发后的 15 天内提供详情。”该句是出自一份销售合同，其中提到的天灾人祸这样的不可抗力情况，毕竟不是经常发生的，因此此处用“should”引导的虚拟条件句，表示这些事情发生的概率较低。

第二，“if”译为“假使”：

序号	英文原文	中文译文
1	<b>If</b> it had been created by the company or the property had been acquired after the company has been so registered, have been required to be registered under this Part, the company shall, within 5 weeks after it is so registered, deliver to the Registrar for registration the particulars in the specified form (including any instrument or its copy by which the charge was created or is evidenced) that are mentioned in this Part as requiring registration in respect of a charge of that kind.	该押记所属类别为 <b>假使</b> 该押记是在该公司如此注册后才由该公司设定(或 <b>假使</b> 该公司是在如此注册后才获取该财产)即须根据本部登记者,则该公司须在它如此注册后的 5 个星期内,将本部所提及须就该类别押记而登记的详情(包括该押记藉以设定或获证明的任何文书或其副本),以指明格式交付处长登记。
2	Leasing or hiring goods or leasing land to a director of the company on terms not more favourable than the terms it is reasonable to expect the company to have offered, <b>if</b> the goods had been leased or hired or the land had been leased on the open market, to a person who is unconnected with the company.	将货物出租或租赁予或将土地出租予该公司的董事,而出租或租赁的条款与 <b>假使</b> 在公开市场将该货物出租或租赁予或将该土地出租予与该公司没有关连的人时可合理预期该公司会提供的条款相比,并不较为优惠。
3	Another person enters into a transaction or arrangement that, <b>if</b> it had been entered into by the company, would have contravened subsection (2), (3), (4) or (5).	某公司以外的另一人订立 <b>假使</b> 由该公司订立即会属违反第(2)、(3)、(4)或(5)款的交易或安排。

<sup>29</sup> 该句相当于: If either of the parties to the contract should be prevented from executing contract by force majeure, such as earthquake, typhoon, flood, fire, war, etc., the prevented party shall notify the other party by cable without any delay, and within 15 days thereafter provide the detailed information of the events.

“if”译为“假使”的情形共有3句，“if”引导的也是非真实条件句，使用虚拟语气表示假设性情形或与事实相反的情形，即“had been created、had been leased or hired、had been entered into”，与第一种译为“假若”的情形一样，译者在翻译过程中注意到“假若”、“假使”在语气上与“如”存在差别，前者表示假设性的程度更高。比如第2句“…**if** the goods had been leased or hired or the land had been leased on the open market, to a person who is unconnected with the company.”中使用虚拟语气，表示“在公开市场将该货物出租或租赁予或将该土地出租予与该公司没有关连的人”是一种与事实相反或将来发生可能性极低的假设情形。

第三，“if”译为“若”：

序号	英文原文	中文译文
1	It does not include any payment in respect of 2 or more persons <b>if</b> the amount paid in respect of each of them is not ascertainable.	<b>若</b> 就 2 人或多于 2 人支付款项，而就每个人所支付的款额不能确定者，则供款并不包括该等款项在内。
2	<b>If</b> the applicant is a company, it must nominate a person to be given notice of the deregistration.	申请人 <b>若</b> 是一间公司，则必须提名一人负责接收撤销注册通知书。
3	All provisions contained in any Ordinance or other instrument constituting or regulating the company, including, in the case of a company registered as a company limited by guarantee, the resolution declaring the amount of the guarantee, shall be deemed to be conditions and regulations of the company, in the same manner and with the same incidents as if so much thereof as would, <b>if</b> the company had been formed under this Ordinance, have been required to be inserted in the memorandum, were contained in a registered memorandum, and the residue thereof were contained in registered articles.	所有载于任何组织或规管该公司的条例或其他文书的条文，包括(如属注册为担保有限公司的公司)有关声明担保款额的决议，均须按同样方式及在附有同样附带条件的情况下当作是该公司的条件及规例，犹如该公司 <b>若</b> 已根据本条例成立则须加入其章程大纲内的该等条件及规例已载于经注册的章程大纲内，而其余的条件及规例则已载于经注册的章程细则内一样。
4	Subsection (1) shall not be construed as- (a) limiting the application of any other	第(1)款不得解释为一 (a) 限制修订条例中任何其他

	provision in the Amending Ordinance; or (b) validating any transaction, entered into before the commencement of sections 5A and 5B, which would have been void <b>if</b> not for the enactment of those sections.	条文的适用范围；或 (b) 使在第 5A 及 5B 条生效前达成的且 <b>若</b> 非因该等条文的订立而本已属无效的任何交易变成有效。
5	Particulars of the total amount of the indebtedness of the company in respect of all mortgages and charges which are required to be registered with the Registrar under this Ordinance, or which would have been required so to be registered <b>if</b> created after 1 January 1912.	该公司负债总额详情，而该等负债乃有关所有根据本条例所规定须向处长登记的按揭及押记者，或所有 <b>若</b> 于 1912 年 1 月 1 日后设定则须如此登记的按揭或押记者。
6	Where a company acquires any property which is subject to a charge of any such kind as would, <b>if</b> it had been created by the company after the acquisition of the property, have been required to be registered under this Part, the company shall cause the particulars of the charge (which must include those specified in section 80(1A) and be in the specified form), together with a copy (certified in the prescribed manner to be a correct copy) of the instrument, if any, by which the charge was created or is evidenced, to be delivered to the Registrar for registration in manner required by this Ordinance within 5 weeks after the date on which the acquisition is completed.	凡公司获取任何受某项押记所规限的财产，而该押记是属于一种 <b>若</b> 在公司收购财产后始设定即须根据本部登记的押记，则公司须在完成获取该财产日期后 5 个星期内，安排将该项押记的详情(该等详情须包括第 80(1A)条所指明的详情并须以指明格式述明)，连同设定或证明该项押记的任何文书(如有的话)的副本一份(经按订明方式核证为正确副本)，以本条例所规定的方式交付处长登记。
7	Where a series of debentures containing, or giving by reference to any other instrument, any charge to the benefit of which the debenture holders of that series are entitled <i>pari passu</i> is created by a company, it shall for the purposes of this section be sufficient <b>if</b> there are delivered to or received by the Registrar within 5 weeks after the execution of the deed containing the charge or, if there is no such deed, after the execution of any debentures of the series, the following particulars-...	凡公司设定一系列债权证，而该等债权证包含任何押记或藉提述任何其他文书而给予任何押记，并且由该系列债权证的持有人同等享有该项押记的利益，则 <b>若</b> 于载有该项押记的契据签立后 5 个星期内，或(如无上述契据)于该系列任何债权证签立后 5 个星期内，将下述详情交付处长或由处长接获，就本条而言，乃属足够——……

“if”译为“若”的情形共有 7 句，其中第 3、4、5、6 句的非真实条件句中使用虚拟语气，即“had been formed、(it were) not for、(it were) created、had been created”，与第一、二种译为“假若、假使”的情形一样，也是表

示与事实相反、过去已经发生不太可能改变、或将来发生的可能性较小的假设情形。其他 1、2、7 句的“if”引导的是真实条件句，其中“若”与“如”可视为近义词，也可相互替换，因为这时“若”与“如”无论是在语意上还是在功能上都与原文的“if”一致，不影响译文的功能实现。如第 7 句中“……若于载有该项押记的契据签立后 5 个星期内……”也可译为“……如于载有该项押记的契据签立后 5 个星期内……”。

第四，“if”译为“倘、倘若”：

序号	英文原文	中文译文
1	<b>If</b> any such money is not so repaid within 38 days after the issue of the prospectus, the directors of the company shall be jointly and severally liable to repay that money with interest at the rate of 8 per cent per annum from the expiration of the 38th day.	<b>倘</b> 在招股章程发出后 38 天内，仍有任何该等款项未如此退还，则该公司的董事须共同及各别负法律责任，将该等款项连同由第 38 天届满时开始按年息 8 厘计算的利息退还。
2	In reckoning for the purposes of this section and section 44B the 3rd or 5th day after another day, any intervening day which is a Saturday or Sunday or which is a general holiday in Hong Kong shall be disregarded, and <b>if</b> the 3rd or 5th day (as so reckoned) is itself a Saturday or Sunday or such a holiday there shall for the said purposes be substituted the 1st day thereafter which is none of them.	就本条及第 44B 条而言，计算某一日期后的第 3 天或第 5 天时，在有关期间内出现的星期六或星期日或香港公众假日，均不予计算； <b>倘</b> 如此计算出来的第 3 天或第 5 天本身是星期六或星期日或香港公众假日，则就上述两条条文而言，须以随后而并非是星期六或星期日或香港公众假日的第一日取代。
3	Where the permission has not been applied for as aforesaid, or has been refused as aforesaid, the company shall forthwith repay without interest all money received from applicants in pursuance the prospectus, and, <b>if</b> any such money is not repaid within 8 days after the company becomes liable to repay it, the directors of the company shall be jointly and severally liable to repay that money with interest at the rate of 8 per cent per annum from the expiration of the 8th day.	凡未有如前述般提出批准申请，或有关批准已如前述般被拒绝，公司须立即将依据招股章程从申请人收到的所有款项，全数无息退还申请人； <b>倘若</b> 在该公司有法律责任退还款项后 8 天内，仍有任何该等款项并未退还，则该公司的董事须共同及各别负法律责任，将该等款项连同由第 8 天届满时开始按年息 8 厘计算的利息退还。

“if”译为“倘、倘若”的情形共有3句。这3个句子中的“if”引导的是真实条件句，其中“倘、倘若”与“如”也是近义词，可替换使用，因为这时“倘”与“如”无论是在语意上还是在功能上都与原文的“if”一致，不会影响译文的功能实现。如第1句“倘在招股章程发出后38天内，仍有任何该等款项未如此退还，……”也可译为“如在招股章程发出后38天内，仍有任何该等款项未如此退还，……”。但是第2句若改为“如如此计算出来的第3天或第5天本身是星期六或星期日或香港公众假日，……”，则因为两“如”同时出现，读来稍显拗口，但这只是中文语言的表达问题，并不影响译文功能的实现。

第五，“if”译为“在……时”：

序号	英文原文	中文译文
1	Where a limited company is plaintiff in any action or other legal proceeding, any judge having jurisdiction in the matter may, if it appears by credible testimony that there is reason to believe that the company will be unable to pay the costs of the defendant <b>if</b> successful in his defence, require sufficient security to be given for those costs, and may stay all proceedings until the security is given.	凡一间有限公司在任何诉讼或其他法律程序中为原告人，任何在有关事宜上具有司法管辖权的法官，如依据可信证供而觉得有理由相信 <u>在</u> 被告人胜诉 <u>时</u> ，该公司将无力支付被告人的讼费，则该法官可规定该公司须就该等讼费给予充分保证，并可搁置所有法律程序，直至该公司给予该项保证为止。
2	Subsection (2)- (a) shall not apply to a guarantee entered into or any security provided by the company in connection with a loan or quasi-loan made by any person to, or a credit transaction entered into by any person as creditor for, a person who is not a director of the company or of its holding company <b>if</b> it is shown that, at the time the guarantee was entered into or the security provided, the person to whom the guarantee was given or the security provided, as the case may be, did not know the relevant circumstances;	第(2)款— (a) 并不适用于公司就一项由任何人向一名并非该公司或其控股公司的董事的人作出的贷款或类似贷款或一项由任何人以债权人身份为某人订立的信贷交易而订立的担保或提供的任何保证，但前提是须证明 <u>在</u> 订立该项担保或提供该项保证 <u>时</u> ，获给予该项担保或获提供该项保证(视属何情况而定)的人不知悉有关情况；及……

	and...	
3	Where a company has passed a resolution authorizing the issue of shares at a discount, it may apply to the court for an order sanctioning the issue, and on any such application the court, <b>if</b> , having regard to all the circumstances of the case, it thinks proper so to do, may make an order sanctioning the issue on such terms and conditions as it thinks fit.	凡公司已通过决议批准按折扣发行股份，可向法院申请一项命令认许该次发行，而法院应上述申请， <b>在</b> 顾及有关个案的所有情况而认为恰当 <b>时</b> ，可按其认为合适的条款及条件，作出命令认许该次发行。
4	Notwithstanding subsection (1), this Part does not extend to charges on property in Hong Kong of a non-Hong Kong company registered under Part XI <b>if</b> the relevant property was not in Hong Kong at the time the charge was created by the company, or at the time it was acquired by the company subsequent to the creation of the charge.	尽管有第(1)款的规定，根据第 XI 部注册的非香港公司位于香港的财产如符合以下描述，则本部的适用范围不扩及该财产的押记： <b>在</b> 该公司设定该押记 <b>时</b> ，或在该公司于该押记设定后获取该财产时，该财产不是位于香港。
5	Where the Registrar enters a memorandum of satisfaction in whole under subsection (1), he shall, <b>if</b> required and upon payment of the prescribed fee, endorse the words "satisfaction entered" or the expression in Chinese "已清偿" upon the instrument creating the charge.	如处长根据第(1)款记入有关全部债项的清偿备忘录，则 <b>在</b> 有要求提出 <b>时</b> 及获支付订明费用后，须在设定该项押记的文书上注明"satisfaction entered"或“已清偿”字样。
6	On a poll taken at a meeting of a company or a meeting of any class of members of a company, a member entitled to more than 1 vote need not, <b>if</b> he votes, use all his votes or cast all the votes he uses in the same way.	在公司会议上或在公司的任何类别成员的会议上以投票方式表决时，有权投多于 1 票的成员 <b>在</b> 表决 <b>时</b> ，无须使用其所有的票，或以同一方式全数投其使用的票。
7	Section 47A does not prohibit an unlisted company from giving financial assistance in a case where the acquisition of shares in question is or was an acquisition of shares in the company or, <b>if</b> it is a subsidiary of another unlisted company, in that other company if the following provisions of this section, and sections 47F to 48, are complied with as respects the giving of that assistance.	如在给予资助方面本条下列条文及第 47F 至 48 条的条文获遵从，而所涉及的股份收购在现时或以前是一项非上市公司的股份收购，或该非上市公司是另一间非上市公司的附属公司 <b>时</b> ，所涉及的股份收购在现时或以前是一项该另一间非上市公司的股份收购，则第 47A 条并不禁止非上市公司在上述情况下给予资助。
8	Payment from the Protection of Wages on Insolvency Fund under section 18 of the	根据《破产欠薪保障条例》(第 380 章)第 18 条，就任何文员或

	Protection of Wages on Insolvency Ordinance (Cap 380) to any clerk or servant in respect of wages or salary or both in respect of services rendered to the company <b>if</b> such payment was made during a period of 4 months before the commencement of the winding up.	受雇人向公司提供服务而应得的工资及薪金或两者之一， <b>在</b> 清盘开始前4个月期间内，从破产欠薪保障基金拨付的款项。
--	---	--

这8个句子中的“if”译为“在……时”，其中在第1、5、7三个句子中，由于原文在“if”之前已使用“if”、“where”或“in a case”这样的条件句引导词，因此译文为避免重复译为“如”，在遇到“if”时将其译为“在……时”。比如第1句中“if”引导的条件句“if successful in his defence”译为“在被告人胜诉时”，而没有翻译为“如被告胜诉”是考虑到该句上文中已经出现了“if”引导的另一个条件句“if it appears by credible testimony that …”。因为英文原文中第二个“if”引导的条件句从属于第一个“if”引导的条件句，且置于句末，但是中文一般将条件句提前翻译，因此如果译为“如依据可信证供而觉得有理由相信如被告人胜诉，……”则读来就不太顺口在（即“如”在同一句子中重复出现）。第5、7句也是如此，译文将“where”或“in a case”译为“如”时，将其后出现的“if”就处理为“在……时”，这也是为了避免重复使用“如”。

另外，第2、4、8句译为“在……时”是出于上下文出现时间的词语，如第2句“**if** it is shown that, at the time the guarantee was entered into or the security provided, …”，第4句“**if** the relevant property was not in Hong Kong at the time the charge was created by the company, …”，以及第8句“**if** such payment was made during a period of 4 months before the commencement of the winding up.”中都提到时间方面的词语“at the time”、“during a period of 4 months”，因此译为“在……时”更为恰当，虽然在语意程度上弱化了“if”



作为条件句引导词表示“如果”的意思，但不会影响读者的理解，基本上实现了与原文一致的功能。另外第 3、6 句是完全可以用“如”来替换的，如第 3 句“…… 在顾及有关个案的所有情况而认为恰当时，……”也可译为“…… 如顾及有关个案的所有情况而认为恰当，……”。

第六，“if”译为“在……情况下/如有下述情况”：

序号	英文原文	中文译文
1	Where a document is required to be delivered to the Registrar under any provision of this Ordinance, the Registrar may, <b>if</b> he thinks fit, accept the information in question in any form approved by him.	凡任何文件根据本条例的条文须交付处长，处长可 <u>在</u> 他认为适当的 <u>情况下</u> ，接受采用经他批准的任何形式的有关资料。
2	Except as provided in subsections (9) and (10), this section shall not require the inclusion in accounts prepared by a company that is, or is the holding company of, an authorized financial institution of particulars of- (a) ...; (b) ...; or (c) ..., <b>if</b> , but only if, either of the following conditions is satisfied- (i) ...; or...	除第(9)及(10)款另有规定外，就任何本身是一间认可财务机构或是一间认可财务机构的控股公司的公司而言， <u>在其中一项有关条件符合</u> ，并只有在其中一项有关条件符合的情况下，本条并不规定其拟备的帐目须载有下述详情— (a) ……; (b) ……; 或 (c) ……, <u>而上述有关条件为—</u> (i) ……; 或……
3	Without prejudice to any liability imposed on directors of companies otherwise than by this subsection, a director of a company that has entered into a transaction or arrangement in contravention of section 157H shall be liable- (a) ...; and (b) ..., <b>if</b> - (i) ...; (ii) ...; or (iii) ....	在不损害本款以外的规定所施加于公司董事的任何法律责任下，如某间公司在违反第 157H 条的情况下订立一项交易或安排， <u>在符合有关说明的情况下</u> ，该公司的董事须— (a) ……; 及 (b) ……, <u>上述有关说明指—</u> (i) ……; (ii) ……; 或 (iii) ……。
4	Where a listed company's relevant financial documents or summary financial report are or is treated as being sent to an entitled person of the company by virtue of the	凡上市公司的有关财务文件或财务摘要报告凭借第(1)款的施行视为已送交该公司的某有权利的人，则 <u>在以下情况下</u> 并只在以下情况

	<p>operation of subsection (1), the documents or report, as the case may be, shall be treated as being sent to the person not less than 21 days before the date of the general meeting to which the documents or report, as the case may be, relate or relates <b>if</b> and only if-</p> <p>(a) ...; and</p> <p>(b) ....</p>	<p>下, 该等文件或报告(视属何情况而定)须视为在与该等文件或报告(视属何情况而定)有关的大会举行的日期前不少于 21 天已送交该人—</p> <p>(a) ……; 及</p> <p>(b) ……。</p>
5	<p>For the purposes of this section a person is connected with a director of a company <b>if</b>, but only if, he is-</p> <p>(a) ...; or</p> <p>(b) ...; or</p> <p>(c) ...; or</p> <p>(d) ....</p>	<p>就本条而言, <b>如在下述情况</b>及只在下述情况, 某人始与一名公司董事有关连—</p> <p>(a) ……; 或</p> <p>(b) ……; 或</p> <p>(c) ……; 或</p> <p>(d) ……。</p>
6	<p>For the purposes of this section, a person is connected with a director of a company <b>if</b>, but only if, he is-</p> <p>(a) ...;</p> <p>(b) ...; or</p> <p>(c) ....</p>	<p>就本条而言, 任何人<b>在下述的情况</b>下即属(并仅在下述情况下方属)与公司的一名董事有关连—</p> <p>(a) ……;</p> <p>(b) ……; 或</p> <p>(c) ……。</p>
7	<p>The nomination of a person as a reserve director of a private company ceases to be valid <b>if</b>-</p> <p>(a) before the death of the director in respect of whom he was nominated-</p> <p>(i) he resigns as reserve director in accordance with section 157D; or</p> <p>(ii) the company in general meeting revokes the nomination; or</p> <p>(b) the director in respect of whom he was nominated ceases to be the sole member and sole director of the company for any reason other than the death of that director.</p>	<p>凡任何人被提名为私人公司的备任董事, 该提名<b>在以下情况</b>出现时即不再有效—</p> <p>(a) 如在该人的提名所关乎的董事去世前—</p> <p>(i) 该人按照第 157D 条的规定, 辞去备任董事职位; 或</p> <p>(ii) 该公司在大会上撤销该提名; 或</p> <p>(b) 如该人的提名所关乎的董事因任何理由(该董事去世除外)不再是该公司的唯一成员及唯一董事。</p>
8	<p>For the purposes of subsection (4), the composition of a company's board of directors shall be deemed to be controlled by another company if that other company by the exercise of some power exercisable by it, without the consent of any other person, can appoint or remove all or a majority of the directors, and, for the purposes of this provision, that other</p>	<p>就第(4)款而言, 一间公司如在无需他人同意下, 可藉行使若干可由其行使的权力, 委任另一间公司的全数或过半数的董事或将其免任, 则该另一间公司的董事局的组合, 须当作受该公司所控制, 而就本条文而言, <b>在以下情况</b>, 该公司须当作有作出上述委任的权力—</p> <p>(a) ……; 或</p>

	company shall be deemed to have power to make such an appointment <b>if</b> - (a) ...; or (b) ....	(b) ……。
9	Subsection (4) does not apply <b>if</b> - (a) the terms provided for the redemption or purchase to take place at a date later than that of the commencement of the winding up; or (b) during the period beginning with the date on which the redemption or purchase was to have taken place and ending with the commencement of the winding up the company could not at any time have lawfully made a distribution equal in value to the price at which the shares were to have been redeemed or purchased.	第(4)款不适用于 <b>以下情况一</b> (a) 如有关条款订定赎回或购买股份日期是在清盘开始的日期之后; 或 (b) 公司在须赎回或购买股份的日期起至清盘开始之日的一段期间内, 假若不能在任何时候合法地作出价值与须予赎回或购买的股份价格相等的分发。
10	In the event of non-compliance with or contravention of any of the requirements of this section, a director or other person responsible for the prospectus shall not incur any liability by reason of the non-compliance or contravention, <b>if</b> - (a) ...; or (b) ...; or (c) ....	如本条任何规定不获遵从或被违反, 董事或其他对招股章程负责的人 <b>在下列情况下</b> , 不会因有关规定不获遵从或被违反而招致任何法律责任— (a) ……; 或 (b) ……; 或 (c) ……。
11	A special resolution to confer, vary, revoke or renew authority under subsection (3) is not effective <b>if</b> any member of the company holding shares to which the resolution relates exercises the voting rights carried by any of those shares in voting on the resolution and the resolution would not have been passed if he had not done so and for this purpose- (a) ...; (b) ...; and (c) ....	根据第(3)款授予、更改、撤销或重订权限的特别决议, <b>在下述情况中</b> 并无效力: 持有与该项决议有关的股份的公司成员, 行使该等股份所附有的表决权, 就该项决议进行表决, 而假若该等成员不曾如此表决, 则该项决议不会获通过, 并且就此而言— (a) ……; (b) ……; 及 (c) ……。
12	Subsection (1) shall not require the disclosure by a company which carries on business outside Hong Kong of information with respect to the undertaking regarded by the directors as being the company's ultimate parent undertaking <b>if</b> —	<b>在以下说明均符合的情况下</b> , 第(1)款并不规定在香港以外经营业务的公司须就董事视为该公司最终母企业的企业作出资料披露— (a) 该公司的董事认为, 上述资料披露会对该母企业或该公司或该

	<p>(a) the disclosure would, in their opinion, be harmful to the business of that parent undertaking or of the company or any other of that parent undertaking's subsidiaries; and</p> <p>(b) the Financial Secretary agrees that the information need not be disclosed.</p>	<p>母企业的任何其他附属公司的业务不利；及</p> <p>(b) 财政司司长同意该项资料无需披露。</p>
13	<p>Subject to sections 141CC(1) and 141CE(1), for the purposes of proviso (b)(iv) to subsection (1), a copy of a summary financial report of a listed company shall be treated as having been duly sent <b>if</b>-</p> <p>(a) ...;</p> <p>(b) ....</p>	<p>在不抵触第 141CC(1)及 141CE(1)条的情况下，就第(1)款但书的(b)(iv)段而言，上市公司的财务摘要报告在以下情况须视为已妥善地送交—</p> <p>(a) ……;</p> <p>(b) ……。</p>
14	<p>The court may only make an order under subsection (1) <b>if</b> it is satisfied that—</p> <p>(a) the application is made in good faith; and</p> <p>(b) the inspection applied for is for a proper purpose.</p>	<p>法院在信纳以下事项的情况下，方可根据第(1)款作出命令—</p> <p>(a) 有关申请是真诚作出的；及</p> <p>(b) 所申请的查阅，是为了一项属恰当的目的。</p>
15	<p>An unregistered company shall, for the purposes of this Ordinance, be deemed to be unable to pay its debts-</p> <p>(a) <b>if</b> ...;</p> <p>(b) <b>if</b> ...;</p> <p>(c) <b>if</b> ...;</p> <p>(d) <b>if</b> ....</p>	<p>(4) 就本条例而言，<b>如有以下情况</b>，非注册公司须当作无能力偿付其债项—</p> <p>(a) ……;</p> <p>(b) ……;</p> <p>(c) ……;</p> <p>(d) ……。</p>
16	<p>Subsection (1) shall not require the disclosure of information <b>if</b>-</p> <p>(c) the disclosure would, in the opinion of the directors of that other undertaking, be harmful to the business of that other undertaking or of any of its subsidiaries; and</p> <p>(d) the Financial Secretary agrees that the information need not be disclosed.</p>	<p>在以下说明均符合的情况下，第(1)款并不规定须就该企业作出资料披露—</p> <p>(c) 该另一企业的董事认为披露有关资料会对该另一企业或其任何附属公司的业务不利；及</p> <p>(d) 财政司司长同意该项资料无需披露。</p>
17	<p>Subsections (1) and (2) shall not apply to a company's profit and loss account <b>if</b>-</p> <p>(a) the company has subsidiaries; and</p> <p>(b) the profit and loss account is framed as a consolidated profit and loss account dealing with all or any of the company's subsidiaries as well as the company</p>	<p>第(1)及(2)款在以下情况下不适用于公司的损益表—</p> <p>(a) 公司有附属公司；及</p> <p>(b) 该损益表是以综合损益表的形式拟定，处理公司本身及公司的所有或任何附属公司。</p>

18	<p>A meeting of a company shall, notwithstanding that it is called by shorter notice than that specified in subsection (2) or in the company's articles, as the case may be, be deemed to have been duly called <b>if</b> it is so agreed-</p> <p>(a) ...; and (b) ....</p>	<p>公司的会议,即使其召开的通知期短于第(2)款或公司的章程细则(视属何情况而定)所指明者, <b>在下述情况下</b>仍须当作已妥为召开—</p> <p>(a) ……; 及 (b) ……。</p>
19	<p>A company is not required to hold a meeting in accordance with subsection (1) <b>if-</b></p> <p>(a) everything that is required or intended to be done at the meeting (by resolution or otherwise) is done by a resolution or resolutions in accordance with section 116B; and (b) a copy of each document (including any accounts or records) which under this Ordinance would be required to be laid before the company at the meeting or otherwise produced at the meeting is provided to each member of the company-</p> <p>(i) ...; and (ii) ....</p>	<p><b>在符合下述条件下</b>,公司无须按照第(1)款举行会议—</p> <p>(a) 所有须在或拟在会议上(藉决议或其他方式)作出的事情,已藉按照第 116B 条通过的决议作出; 及 (b) 因根据本条例规定须在会议上提交公司省览或有其他原由而须在会议上交出的每份文件(包括任何帐目或纪录)均—</p> <p>(i) ...; 并且 (ii) ...。</p>
20	<p>The court may only make an order about costs (including the requirement as to indemnification) under this section in favour of the member <b>if</b> it is satisfied that the member was acting in good faith in, and had reasonable grounds for, making the application, or bringing or intervening in the proceedings.</p>	<p>法院在信纳成员在作出申请或提起或介入法律程序时是真诚行事和具合理理由如此行事<b>的情况下</b>,方可根据本条就讼费(包括关于弥偿的规定)作出有利于该成员的命令。</p>
21	<p>This section shall not require the inclusion in accounts of particulars of any loan or quasi-loan made by a company or a subsidiary thereof to, or any credit transaction entered into by a company or a subsidiary thereof as creditor for, an employee of the company or subsidiary, as the case may be, <b>if-</b></p> <p>(a) ...; (b) ...; (c) ...; and (d) ....</p>	<p><b>在下述情况下</b>,本条并不规定将有关某公司或其附属公司向该公司或附属公司(视属何情况而定)的一名雇员作出的任何贷款或类似贷款或某公司或其附属公司以债权人身份为该公司或附属公司(视属何情况而定)的一名雇员订立的任何信贷交易的详情载于帐目内—</p> <p>(a) ...; (b) ...; (c) ...; 及 (d) ....</p>

22	<p>A listed company shall not send any copy of a summary financial report to an entitled person of the company in place of a copy of the relevant financial documents-</p> <p>(a) <b>if</b> the memorandum or articles of association of the company does not permit the company to do that;</p> <p>(b) <b>if</b> the person is a holder of debentures of the company and the instrument that constitutes or governs the debentures does not permit the company to do that; or</p> <p>(c) <b>if</b> an order under section 141CG would thereby be contravened.</p>	<p><b>在以下情况下</b>，上市公司不得向该公司的某有权利的人送交财务摘要报告以代替有关财务文件—</p> <p>(a) 公司的章程大纲或组织章程细则并不准许公司如此行事；</p> <p>(b) 该人是该公司的债权证持有人，而构成或规管该债权证的文书并不准许该公司如此行事；或</p> <p>(c) 如此行事则会违反第 141CG 条所指的命令。</p>
23	<p>Whether or not a request referred to in subsection (1) has been made, the Commission may, by notice published in the Gazette, and subject to such conditions (if any) as the Commission thinks fit and specified in the notice, exempt-</p> <p>(a) any class of companies; or</p> <p>(b) any class of prospectuses issued by companies,</p> <p>from any or all of the requirements of the relevant provisions <b>if</b>, having regard to the circumstances, the Commission considers that the exemption will not prejudice the interest of the investing public and compliance with any or all of those requirements, in the case of that class of companies or prospectuses, as the case may be-</p> <p>(c) would be irrelevant or unduly burdensome; or</p> <p>(d) is otherwise unnecessary or inappropriate.</p>	<p>不论是否已有第(1)款提述的请求提出，监察委员会可藉在宪报刊登的公告并在它认为合适的在该公告指明的条件(如有的话)规限下，豁免—</p> <p>(a) 某类公司；或</p> <p>(b) 公司发出的某类招股章程，使其无需符合任何或所有有关条文的规定，但该项豁免只可<b>在下述情况下</b>作出：监察委员会于顾及有关情况后，认为该项豁免并不会损害投资大众的利益，而要求该公司或该类招股章程(视属何情况而定)符合任何或所有该等规定—</p> <p>(c) 会是不相干的或会构成不适当的负担；或</p> <p>(d) 在其他情况下是无需要或不适当的。</p>
24	<p>Where it is proposed to offer any shares in or debentures of a company incorporated outside Hong Kong (whether the company has or has not established a place of business in Hong Kong) to the public by a prospectus or class of prospectuses issued generally, there may, on the request of the applicant, and subject to such conditions (if any) as the Commission thinks fit, be</p>	<p>凡拟藉公开发出招股章程或某类招股章程而将某间在香港以外成立为法团的公司(不论该公司已否在香港设立营业地点)的股份或债权证向公众作出要约，监察委员会可应申请人的请求并在它认为合适的条件(如有的话)规限下，发出豁免证明书，豁免上述招股章程使其无需符合任何或所有有关条文</p>

	issued by the Commission a certificate of exemption from compliance with any or all of the requirements of the relevant provisions <b>if</b> , having regard to the circumstances, the Commission considers that the exemption will not prejudice the interest of the investing public and compliance with any or all of those requirements- (a) ...; or (b) ....	的规定, 但该项豁免只可在 <u>在下述情况下</u> 作出: 监察委员会于顾及有关情况后, 认为该项豁免并不会损害投资大众的利益, 而要求上述招股章程符合任何或所有该等规定— (a) ...; 或 (b) ...。
25	In the event of non-compliance with or contravention of any of the requirements imposed by subsection (1)(a) and (b), a director or other person responsible for the prospectus shall not incur any liability by reason of the non-compliance or contravention, <b>if</b> - (a)...; or (b) ...; or (c) ...	如第(1)(a)及(b)款所订的任何规定不获遵从或被违反, 董事或其他对招股章程负责的人 <u>在下列情况下</u> , 不会因有关规定不获遵从或被违反而招致任何法律责任— (a) ...; 或 (b) ...; 或 (c) ...
26	A company shall be deemed to be unable to pay its debts- (a) <b>if</b> ...; or (b) <b>if</b> ...; or (c) <b>if</b> ....	<u>如有以下情况</u> , 公司须当作无能力偿付其债项— (a) .....; 或 (b) .....; 或 (c) .....

这主要是针对“if”引导多个条件句的情形。“if”引导的条件句如果是数码表格式的结构<sup>30</sup>, 则通常有两种处理方法, 一是与原文句式一致, 即同样采用数码表格式结构, 另一种是在罗列之前描写“在以下情况下/在下述情形下”, 然后再依次列出各种情形或情况。这里第 2、3、4、5、6、7、8、9、10、11、12、13、14、15、16、17、18、19、20、21、23、24、25、26 句都是按照第二种处理方法, 即当“if”引导两个或两个以上条件句的情形, 这几个句子都是毫无例外地在叙述各种条件之前, 在主句中加上“在以下情况下/在下述情形下”或类似的词组, 让读者对下面要表达的内容有个

<sup>30</sup> 数码表格式结构是指法律条文中经常出现的多种并列关系的情形, 一般用 1、2、3 等阿拉伯数字表示或用 a、b、c 等拉丁字母表示。

大致了解。再比如第 15、22、26 句中“if”分别放在每一个条件句之首，重复出现“if”，这种英文表达法与将“if”放在各个条件句之前、仅用一次“if”的表达差别不大，因为后一种表达法在法律条文中也较为常见，因此译文在各个条件句之前译为“如有以下情况”，接下来分别译出各种情况。但是第 1 句则属例外，因为“if”并不是引导多个条件，也可将译文改为“……如处长认为适当，可接受采用经他批准的任何形式的有关资料。”这是更简洁的表达方式。

此外，当“if”与“only”连用时表示“只有在……情况下/在下述条件符合时方可……”。比如“The financial assistance may **only** be given **if** the company has net assets which are not thereby reduced or, to the extent that they are reduced, if the assistance is provided out of distributable profits and section 47D(2) applies for the interpretation of this subsection.”译为“该项资助，只有在公司的净资产不会因给予资助而减少的情况下，或如净资产会因此而减少，亦只有在引致资产减少的资助是从可分发利润中获得提供的情况下，始可给予，而就本款的释义而言，第 47D(2)条适用。”再如“In the case of a listed company, section 47C(4) authorizes the giving of financial assistance **only if** the company has net assets which are not thereby reduced or, to the extent that those assets are thereby reduced, **if** the assistance is provided out of distributable profits.”译为“就上市公司而言，只有在净资产不会因给予资助而减少的情况下，或如净资产会因此而减少，亦只有在引致资产减少的资助是从可分发利润中获得提供的情况下，第 47C(4)条始许可给予资助。”这两个句子中“if”



条件句引导词与“only”连用，表示只有当“if”后面的一个或多个条件符合时才会出现主句的情形。

第七，“if”不译的情形：

序号	英文原文	中文译文
1	<b>If</b> , where the prospectus includes a statement purporting to be made by an expert, he has not given, or has before delivery of the prospectus for registration withdrawn, his written consent to the issue of the prospectus with the statement included in the form and context in which it is included or there does not appear in the prospectus a statement that he has given and has not withdrawn his consent as aforesaid.	凡招股章程载有一项看来是由一名专家作出的陈述，而该名专家未有给予书面同意，同意发出一份载有一项在形式和文意上一如所载的陈述的招股章程，或在该份招股章程交付注册前已撤回其书面同意，或在招股章程内并未载有一项陈述，说明该名专家已给予前述的同意及未有将其撤回。
2	<b>If</b> where a company is wound up it is shown that proper books of account were not kept by the company throughout the period of 2 years immediately preceding the commencement of the winding up, or the period between the incorporation of the company and the commencement of the winding up, whichever is the shorter, every officer of the company who is in default shall, unless he shows that he acted honestly and that in the circumstances in which the business of the company was carried on the default was excusable, be guilty of an offence and liable to imprisonment and a fine.	凡公司被清盘，而有证明显示公司在紧接其清盘开始前的 2 年的整段期间或在其成立为法团至其开始清盘的整段期间(两者以较短的期间为准)内，并无备存妥善的帐簿，则公司的每名失责高级人员，除非能证明自己是诚实行事，而该项失责在公司业务的经营情况下是可予宽宥的，否则即属犯罪，可处监禁及罚款。
3	Provided that, in the case of a banking company which has branch banks beyond the limits of Hong Kong, it shall be sufficient (subject to the powers of the auditors under subsections (4) and (6)) <b>if</b> the auditor is allowed access to such copies and extracts from such books and accounts of any such branch as have been transmitted to the head office of the company in Hong Kong.	但如公司为一间银行公司，且在香港境外设有分行，则(在不抵触核数师根据第(4)及(6)款所具权力的情况下)核数师只要获准取用该等分行传转至该公司在香港的总办事处的簿册和帐目的副本及摘录，已属足够。
4	The inspector may, and, <b>if</b> so directed by the Financial Secretary, shall, make interim reports to the Financial Secretary, and on the	审查员可以，而在财政司司长有所指示下则须，向财政司司长作出中期报告；审查员并须

	conclusion of the investigation shall make a final report to the Financial Secretary.	于调查完结后向财政司司长作出最后报告。
5	In the case of any property, <b>if</b> the order so directs, freed from any charge which is by virtue of the compromise or arrangement to cease to have effect.	如属任何财产，而该项命令又有所指示，该财产须不再受凭借此项妥协或债务偿还安排而停止生效的押记所规限。
6	<b>If</b> a person acts in contravention of a disqualification order, he is guilty of an offence and is liable to imprisonment and a fine.	任何人违反一项取消资格令，即属犯罪，可处监禁及罚款。
7	A person is personally responsible for all the relevant debts of a company <b>if</b> at any time- (a) in contravention of a disqualification order or of section 156 he is involved in the management of the company; or (b) as a person who is involved in the management of the company, he acts or is willing to act on instructions given without the leave of the court by a person whom he knows at that time to be the subject of a disqualification order or to be an undischarged bankrupt.	任何人— (a) 违反一项取消资格令或违反第 156 条而牵涉于公司的管理；或 (b) 作为牵涉于该公司的管理的人，如按或愿意按另一人在未经法院许可的情况下所发出的指示行事，而该人当时知道该另一人是一项取消资格令所指的人或是一名未获解除破产的破产人，须对该公司一切有关债项承担个人责任。
8	A company which was incorporated before the commencement of the Companies (Amendment) Ordinance 1984 (6 of 1984) and which has such an official seal as is mentioned in subsection (1) may use the seal for sealing such securities and documents as are there mentioned notwithstanding anything in any instrument constituting or regulating the company or in any instrument made before such commencement which relates to any securities or documents <b>if</b> they are sealed with that seal.	一间公司如在《1984 年公司(修订)条例》+(1984 年第 6 号)生效前成立为法团，并且备有第(1)款所述的正式印章，可使用该印章在该款所述的证券及文件上盖印，而不论在任何组成或规管该公司的文书中有任何规定，亦不论在该条例生效前所订立任何关于盖上该印章的证券或文件的文书中有任何规定。
9	Subject to subsection (4), where an application is made to a company under this section for a new certificate, the company shall, <b>if</b> it intends to issue such certificate under this section, publish a notice in the specified form advertising its intention to do so, as follows-...	在第(4)款的规限下，凡有人根据本条向公司申请发出新股票，而公司亦拟根据本条发出此股票，则公司须刊登一项具指明格式的公告以发表其意向，公告如下——……
10	<b>If</b> and so far as is necessary, alter its memorandum by reducing the amount of its share capital and of its shares accordingly.	并且于必需时，可藉减少其股本额及股份数额而据此修改其章程大纲。

11	In the case of a company having a share capital <b>if</b> there has been no change in the matters required to be contained in a return, since the date of the last return, the company may in lieu of the return required by subsection (1), make a return by certificate in the specified form.	如有关公司属有股本公司，而自最近一份申报表的日期后，规定必须载于申报表的事项并无任何改变，则该公司可藉提交一份具有指明格式的证明书作出申报，以代替第(1)款所规定的申报表。
12	Neither subsection (1) nor subsection (2) shall require the disclosure by a company of information with respect to another body corporate if that other body is incorporated outside Hong Kong or, being incorporated in Hong Kong, carries on business outside Hong Kong <b>if</b> the disclosure would, in the opinion of the directors of the company, be harmful to the business of the company or of that other body and the Financial Secretary agrees that the information need not be disclosed.	如该另一法人团体在香港以外成立，或在香港成立而在香港以外经营业务，而公司的董事认为披露有关该法人团体的资料会对公司或对该法人团体的业务不利，且财政司司长亦同意该等资料无须予以披露，则第(1)或(2)款及第(2)款并不规定公司须作上述披露。
13	He shall, <b>if</b> the company has auditors, secure that a copy of the resolution is sent to them, or that they are otherwise notified of its contents, at or before the time the resolution is supplied to a member for signature.	而公司是有核数师的，则该名董事或秘书须确保在提供该项建议的决议予成员签署之时或之前，将其文本送予该核数师，或以其他方式使核数师获悉其内容。
14	For the purposes of this section, the directors shall, in the case of a meeting at which a resolution is to be proposed as a special resolution, be deemed not to have duly convened the meeting <b>if</b> they do not give such notice thereof as is required by section 116.	就本条而言，如某项决议拟在某次会议上以特别决议的形式提出，而董事没有发出第 116 条所规定的会议通知书，则董事须当作并未妥为召开会议。
15	In any other case, it shall be the duty of the holding company, <b>if</b> required by its auditors to do so, to take all such steps as are reasonably open to it to obtain from the subsidiary such information and explanation as aforesaid.	在任何其他情况下，控股公司有责任应其核数师的要求，采取一切合理可行的步骤，从该附属公司取得上述的资料及解释。
16	A company which, at or after the commencement of the Companies (Amendment) Ordinance 1984 (6 of 1984), is registered as unlimited may be re-registered as limited <b>if</b> a special resolution that it should be so re-registered (complying with the	在《1984 年公司(修订)条例》+(1984 年第 6 号)生效时或之后注册的无限公司，可藉以下方式重新注册为有限公司，即一项决定公司应如此重新登记的特别决议(此决议须符合第(2)

	requirement of subsection (2)) is passed and an application in that behalf, framed in the specified form and signed by a director or by the secretary of the company, is lodged with the Registrar together with the documents mentioned in subsection (3) not earlier than the day on which the copy of the resolution forwarded to him in pursuance of section 117 is received by him	款的规定)获得通过, 并按指明格式为此拟定作出有关申请, 申请书由一名董事或公司秘书签署, 连同第(3)款所述的文件, 在不早于处长收到公司依据第117条将决议文本递送予处长之日提交处长
17	This section shall not prevent a subsidiary which is a member of its holding company from accepting and holding further shares in its holding company <b>if</b> such further shares are allotted to it as fully paid up in consequence of a capitalization of reserves or profits by such holding company.	本条并不阻止一间作为其控股公司成员之附属公司, 接受及持有更多其控股公司的股份, 但该等股份须是该控股公司在将储备或利润资本化后, 作为全部缴足股款的股份分配予该附属公司的。
18	<b>If</b> any person acts in contravention of subsection (1), he shall be liable to a fine.	任何人违反第(1)款, 可处罚款。
19	The Registrar shall register a prospectus <b>if</b> subparagraphs (i), (ii), (iii) and (iv) of paragraph (a) are complied with in respect of that prospectus.	处长须将招股章程注册, 但该招股章程须符合(a)段第(i)、(ii)、(iii)及(iv)节的规定。
20	Where a person making an offer to which this section relates is a company or a firm, it shall be sufficient <b>if</b> the document aforesaid is signed on behalf of the company or firm by 2 directors of the company or not less than half of the partners, as the case may be, and any such director or partner may sign by his agent authorized in writing.	凡作出与本条有关的要约的人是一间公司或商号, 则上述文件只须由该公司 2 名董事或不少于半数的合伙人代表该公司或商号(视属何情况而定)签署, 即属足够, 而该等董事或合伙人亦可由其以书面授权之代理人代为签署。
21	For purposes of subsection (2), a member who holds such shares is to be regarded as exercising the voting rights carried by them in voting on the resolution not only <b>if</b> he votes in respect of them on a poll on the question whether the resolution shall be passed, but also <b>if</b> he votes on the resolution otherwise than on a poll; and, notwithstanding anything in a company's articles, any member of the company may demand a poll on that question.	就第(2)款而言, 持有该等股份的成员, 不仅在就该项决议应否通过的问题上以投票方式表决, 会被视为行使该等股份所附有的表决权, 而且在就该项决议以投票以外的方式表决, 亦被视为行使该等表决权; 而且不论公司的章程细则有任何规定, 公司的任何成员, 均可要求以投票方式表决该问题。
22	A member who holds shares to which the resolution relates is regarded as exercising the voting rights carried by those shares not	持有与该项决议有关的股份的成员, 不仅在就该项决议应否通过的问题上以投票方式表

	only <b>if</b> he votes in respect of them on a poll on the question whether the resolution shall be passed, but also <b>if</b> he votes on the resolution otherwise than on a poll.	决, 会被视为行使该等股份所附有的投票权, 而且在就该项决议以投票以外的方式表决, 亦被视为行使该等表决权。
23	A relevant shareholder shall be regarded as voting not only <b>if</b> he votes on a poll on the question whether the resolution shall be passed, but also <b>if</b> he votes on the resolution otherwise than on a poll.	就应否通过该项决议的问题上, 有关股东须被视为作出表决一事, 不仅在于他有否以投票方式表决, 亦在于他有否以投票以外的方式就该项决议作出表决。
24	Subsection (1) shall not be taken as requiring any offer or invitation to be treated as made to the public <b>if</b> it can properly be regarded, in all the circumstances, as not being calculated to result, directly or indirectly, in the shares or debentures becoming available for subscription or purchase by persons other than those receiving the offer or invitation.	第(1)款不得视作规定将下述要约或邀请视为向公众作出, 该等要约或邀请为在任何情况下, 均可恰当地被认作并非旨在直接或间接导致股份或债权证可供并非接获该项要约或邀请的人认购或购买者。
25	This section shall not prevent a subsidiary which is a member of its holding company from accepting and holding further shares in its holding company <b>if</b> such further shares are allotted to it as fully paid up in consequence of a capitalization of reserves or profits by such holding company.	本条并不阻止一间作为其控股公司成员之附属公司, 接受及持有更多其控股公司的股份, 但该等股份须是该控股公司在将储备或利润资本化后, 作为全部缴足股款的股份分配予该附属公司的。
26	The Registrar shall register a prospectus <b>if</b> subparagraphs (i), (ii), (iii) and (iv) of paragraph (a) are complied with in respect of that prospectus.	处长须将招股章程注册, 但该招股章程须符合(a)段第(i)、(ii)、(iii)及(iv)节的规定。

“if”不译的情形共有 26 句, 这些句子中的“if”在原文中显然是作为条件句的引导词, 表示一种假设的情形, 但是在译文中却并没有体现出来。这包括如下两种情形: 一是一个句子中出现两个条件句引导词, 比如同时出现两个“if”(如第 12 句), 或者“in the case of”与“if”(如第 3、5、11、14 句), 或者“where”与“if”(如第 1、2、9、20 句), 此时第二个出现的条件句引导词“if”都忽略不译, 但其实也是可以翻译出来的, 比如第 13 句可译为“如公司有核数师, 则……”。虽然“if”不译的情形在语意程度上大大削减了“if”作为条件句引导词表示“如果”的意思, 但这不

会影响读者的理解,因而仍可认为基本上实现了与原文一致的功能。二是“if”不翻译,但是考虑到内部衔接的需要,适当加上表转折关系的连词“而、但”,如第4、5、9、11、12、13、14、17、18、25、26句,或加上表递进关系的连词“并且、而且”,如第22、23句。但这些句中的“if”其实都是可以翻译为“如”的,比如第26句可译为“如招股章程符合(a)段第(i)、(ii)、(iii)及(iv)节的规定,则处长须注册该招股章程。”

通过上述对条件句引导词“if”多种译法的分析,笔者发现第一、二种将“if”译为“假若”、“假使”的情形中,除了两个条件句使用一般时或一般完成时外,其他条件句都是使用虚拟语气,表示一种过去已经发生不太可能改变或将来发生的可能性较小的假设情形;此外,第三种将“if”译为“若”的情形也有使用虚拟语气表示假设情形。第三、四种将“if”译为“倘、倘若”的情形中,这两个词语可视为“如”的近义词,可替换使用,完全可以用“如”这一译法来替换表达,同样是表达一种如果的情况,即如果发生条件句的情形就会导致后面主句的发生。这说明译者在绝大多数情形下(89%的“if”都译为“如”)有意识或无意识地遵循了法律翻译同一性原则,同一性翻译原则指的是法律翻译不同于其他文本的翻译,不需要多样化的译法,只要能保证与原文一致的含义,最好在整個文本中对同一词语保持同一种译法,不必考虑译法的多样性。但是由于在香港法例的翻译过程中涉及的翻译人员较多,在集体作业中多个译员的操作规范有少许差异,不同译员的用词选择偏好不同,考虑上下文的中文表达习惯或避免重复,或者最后负责统一译文用词风格的人员稍有疏忽等诸多因素,“if”在某些情况下译为“如”的同义词或近义词,也就是说,在实际的操作过程中,中文译法

仍然较为多样，译者并没有 100%地遵循法律翻译同一性的原则。尽管如此，经过上文对不同译法的分析，使用“如”的近义词也能够实现与原文一致的功能。

另外，在第六种情形中，即将“if”译为“在……情况下/如有下述情况”，这是针对“if”引导两个或两个以上条件的情形，译文的处理方法是在叙述各种条件之前，在主句中加上“在以下情况下/在下述情形下”或类似的词组，让读者对下面要表达的内容有个大致了解。在“if”处理为第五、六、七种情形时，即“if”译为“在……情况下/如有下述情况”、“在……时”和不译的情形，根据第三章笔者提出对法律文本类型的新观点，香港法律法规属于感染型文本，感染型文本中功能是最重要的，即译文要保持或实现与原文一致的功能。这三种情形虽然在语意上未能实现或大大削减了“if”作为条件句引导词表示“如果”的意思，但从整体内容或整个句子来看，并不影响读者的理解，因而可认为基本上实现了与原文一致的功能。

综上所述，“if”引导的条件句可分为三种情形，一是引导真实条件句，其译法除了最为常见的“如”（在 4.2.2 中详细介绍），还有“若、倘、倘若、在……时”或不译；二是引导非真实条件句，即使用虚拟语气，表示假设性程度较高或与事实相反的情形，这时均译为“假若、若、假使”；第三引导多个条件句时，译为“在……情况下/如有下述情况”。

#### 4.2.2 “if”引导的条件句翻译模式

本节主要通过分析附录一中“if”引导的条件句，以探索其翻译模式。

第一，“if”位于主句之前，中文译文为“如”，且同样位于主句之前。附录一中第2、3、4、5、6、7、8、10、13、14、20、23、28、29、30、31、32、33、34、35、37、38、39、40、45、46、48、50、51、52、53、55、56、57、58、59、60、61、63、65、66、67、68、69、70、71、72、73、76、77、80、81、82、83、84、85、86、87、89、90、91、92、94、95、97、98、99、103、104、105、106、107、108、109、110、111、112、114、115、117、119、120、121、122、123、124、126、127、128、129、131、132、133、134、135、136、137、140、141、143、144、145、146、147、149、150、151、152、153、155、156、157、159、160、161、162、163、164、165、168、169、170、174、175句在处理条件句时都是采用同样的翻译模式，可归结为模式一：“if”从句 + 主句 → “如”从句 + 主句。附录一共有176个句子，其中124个句子都是采用这种翻译模式，占70%的比例，可见该翻译模式在《公司法》中是最为常见的。比如第13句，“**If** any prospectus is issued in contravention of this section the company and every person who is knowingly a party to the issue thereof shall be liable to a fine.”的中文译文为“如招股章程违反本条而发出，则有关公司及每名明知自己是发出招股章程其中一方的人，均可处罚款。”

第二，“if”位于主句之后，中文译文为“如”，但位于主句之前。附录一中第15、16、17、18、19、22、25、42、47、49、54、62、64、74、79、88、96、102、113、118、130、138、139、148、154、166、171、173句是采用相同的翻译模式，可归结为模式二：主句 + “if”从句 → “如”从句 + 主句。采用该种翻译模式的句子共有28个，占一共176个句子的16%。



比如第 16 句, “For the purposes of this subsection, a sum shall be deemed to have been paid to and received by the company **if** a cheque for that sum has been received in good faith by the company and the directors of the company have no reason for suspecting that the cheque will not be paid.” 的中文译文为“就本款而言, **如**该公司已真诚收到缴付该款项的支票, 而该公司的董事并无理由怀疑该支票会不获兑现, 则该笔款项须当作已付予该公司及已由该公司收到。”

这是因为英文对条件句的位置并无固定要求, 可以位于句中、句首或句末, 但是从中文的表达习惯来看, 条件句一般在主句之前说明, 即中文偏向于先将假设的情形讲清楚, 然后再写出假设情形下会发生什么情况, 这也就是为什么中文遇到条件句的第一反映就是“如果……那么”或者“如……则”。当然中文中也会出现将条件句放在主句之后, 但是这么做一般是有特殊的含义, 比如说是为了强调某个成分。第三种情形就是将条件句放在主句之后。

第三, “if” 位于主句之后, 中文译文为“如”, 且同样位于主句之后。

比如:

序号	英文原文	中文译文
24	A special resolution passed by a company is not effective for purposes of section 47E- (a) unless the statement required by section 47E(6) is available for inspection by members of the company at the meeting at which the resolution is passed; (b) if it is cancelled by the court on an application under this section.	就第 47E 条而言, 公司所通过的特别决议并无效力— (a) 但如在通过该决议的大会上, 备有第 47E(6)条所规定的陈述书, 供与会的公司成员查阅者则除外; (b) 如法院应根据本条提出的申请将该特别决议取消。
125	A member of the committee may be removed by an ordinary resolution at a meeting of creditors, if he represents creditors, or of contributories, if he represents contributories, of which 7 days' notice has been given, stating the object of the meeting.	该委员会的任何委员, 可在任何债权人会议上(如其代表债权人)或在任何分担人会议上(如其代表分担人), 被与会人士藉普通决议将其免任, 但有关该会议的通知书必须已于该会议日期的 7 天前发出, 并须述明会议的目的。

仅有两个句子是这样翻译的，可见这种情形在《公司法》中并不常见。

从第 24 句来看，因为主句之后引导两种情形 (a) 和 (b)，其中 (b) 是一个由 “if” 引导的条件句，但是由于法律翻译中数码表格式的结构限制，译文最好尽量保持与原文一致的结构，虽然在句法上中文偏向将条件句放在主句之前，但是这样的句式结构不会造成歧义。第 125 句中 “if” 条件句的中文译文虽是位于主句之后，但是却加上了括号，作为一个补充成分，而补充成分是不影响整个句子结构的。

第四，“if” 引导的条件句位于主句之间，中文译为“如”，同样位于主句之间。

序号	英文原文	中文译文
1	In exercising, as regards any purpose of this Ordinance, the power conferred on him by subsection (1), the Registrar may, <b><u>if he thinks fit</u></b> , specify 2 or more different forms to be used in respect of that purpose, in different circumstances.	处长就本条例的任何目的行使其获第(1)款授予的权力时， <b><u>如他认为合适</u></b> ，可指明 2 款或多于 2 款的不同格式，以供在不同的情况下就该目的而使用。
11	A company whose objects require or comprise the transaction of business outside Hong Kong, may, <b><u>if authorized by its articles</u></b> , have for use in any territory, district, or place not situate in Hong Kong, an official seal, which shall be a facsimile of the common seal of the company, with the addition on its face of the name of every territory, district, or place where it is to be used.	任何公司，如其宗旨需要或包括在香港以外进行业务交易， <b><u>可在其章程细则许可下</u></b> ，在香港以外的任何领域、地区或地方备有一个正式印章，以供使用；该正式印章须为该公司法团印章的复制品，但须在其印面加上该正式印章会被使用的有关领域、地区或地方的名称。
26	Notwithstanding subsections (1) and (2) but subject to sections 49, 49A, 49F, 49G, 49H, 49I(4) and (5), 49P, 49Q, 49R and 49S, except that such purchases may be made either out of or otherwise than out of its distributable profits or the proceeds of a fresh issue of shares, a listed company and an unlisted company limited by shares or limited by guarantee and having a share capital may,	即使第(1)及(2)款另有规定，在符合第 49、49A、49F、49G、49H、49I(4)及(5)、49P、49Q、49R及 49S 条的规定下，但属于或不属于从可分发利润或从发行新股份所得收益中拨款购买本身股份的情况除外，任何上市公司及非上市股份有限公司或有股本的非上市担保有限公司， <b><u>如其章程细则许可</u></b> ，

	<p><b><u>if authorized to do so by its articles,</u></b> purchase its own shares (including any redeemable shares) in order to-</p> <p>(a) ...;  (b) ...;  (c) ...; or  (d) ....</p>	<p>均可购买本身的股份(包括任何可赎回股份), 以一</p> <p>(a) ...;  (b) ...;  (c) ...; 或  (d) ...。</p>
36	<p>Subject to confirmation by the court, a company limited by shares or a company limited by guarantee and having a share capital may, <b><u>if so authorized by its articles,</u></b> by special resolution reduce its share capital in any way, and in particular, without prejudice to the generality of the foregoing power, may-</p> <p>(a) ...; or  (b) ...; or  (c) ..., and may, if and so far as is necessary, alter its memorandum by reducing the amount of its share capital and of its shares accordingly.</p>	<p>以获得法院确认为前提, 任何股份有限公司或有股本的担保有限公司, <b><u>如其章程细则许可,</u></b> 可藉特别决议以任何方式将其股本减少, 并且在不损害前述权力的概括性的原则下, 尤其可一</p> <p>(a) ...; 或  (b) ...; 或  (c) ..., 并且于必需时, 可藉减少其股本额及股份数额而据此修改其章程大纲。</p>
41	<p>But the share certificates of the new shares shall, <b><u>if not numbered,</u></b> be appropriately worded or enfacd.</p>	<p>但该等新股份的股票<b><u>如未予编号</u></b>, 则须加上适当的文字或适当地印明。</p>
44	<p>A company limited by shares, <b><u>if so authorized by its articles,</u></b> may, with respect to any fully paid-up shares, issue under its common seal a warrant stating that the bearer of the warrant is entitled to the shares therein specified, and may provide, by coupons or otherwise, for the payment of the future dividends on the shares included in the warrant.</p>	<p>股份有限公司, <b><u>如其章程细则许可,</u></b> 可就任何全部缴足股款的股份发行认购权证, 认购权证须盖上公司的法团印章, 并述明其持有人有权认购其内指明的股份, 而公司亦可发出息票或以其他方式, 作为提供支付认购权证所包括的股份的未来股息。</p>
105	<p>A limited company, <b><u>if so authorized by its articles,</u></b> may, by special resolution, alter its memorandum so as to render unlimited the liability of its directors, or managers, or of any managing director.</p>	<p>任何有限公司<b><u>如获其章程细则许可,</u></b> 可藉特别决议修改其章程大纲, 使其董事、经理或任何董事总经理的法律责任成为无限的。</p>

上述这几个句子中, “if”引导的条件句位于主句之间, 或是出现在“may、shall”等情态动词之后(如第1、11、26、36、41句), 或是出现在主语之后(如第44、105句), 这种情况下的条件句结构上较为简单, 而且较为简

短，可视为补充成分或插入语，中文译文也是如此，“如”引导的条件句仍是位于主句之间。

### 4.2.3 小结

综上所述，“if”引导的条件句虽然包括四种情形，但是常见情形只有前面两种，也就是说“if”条件句的主流翻译模式可归结为两种：“if”从句 + 主句（英文）→ “如”从句 + 主句（中文）；主句 + “if”从句（英文）→ “如”从句 + 主句（中文）。不管“if”位于主句之前，还是“if”位于主句之后，将其翻译为中文时，译文总是将“if”条件句放在主句之前处理。如能充分意识到这一点，那么译者在法律文本的翻译过程中，遇到“if”条件句就可以把握其基本的翻译模式。

## 4.3 “where”引导的条件句

在本部《公司法》法例中，“where”共出现 668 次，其中有 331 次译为“凡”，224 次译为“如”，在本章的开篇部分，笔者已对“if”与“where”引导的条件状语从句之间的差别作过简单分析。下面接着从翻译的角度对“where”引导的条件句作较详细分析。

### 4.3.1 “where”的若干译法及分析

“where”在整个《公司法》中共出现 668 次，主要有如下几种处理方式：

表 4.3 《公司法》中“where”引导词的译法统计

“where”译法	出现频率	比例
凡	331	50%
如	222	33%

在……情况下	13	3%
若/倘若	2	
在……时/在……后	6	
作为地点状语副词“在……地方”等	87	14%

从上表可以看出“where”在大多数情形下都是翻译为“凡”，但其翻译为“如”的情形也较多。那么“where”在何种情况下采用其他译法呢？采用其他译法是否有特殊用途呢？这些不同译法是否实现了与原文一致的功能呢？接下来本节从《公司法》中找出“where”的不同译法来具体分析。那么“if”在何种情况下采用其他的译法呢？本节将《公司法》中出现的所有除了译为“凡”和“如”的条件句一一查找出来，对其具体分析。

第一，“where”译为“倘若、若”：

序号	英文原文	中文译文
1	A copy of any trust deed or other document for securing any issue of debentures shall be forwarded to any person requiring it within 20 days of the receipt by the company of the request, on payment in the case of a printed trust deed or other document of the sum of \$4 or such less sum as may be prescribed by the company, or <b>where</b> the trust deed or other document has not been printed, on payment of \$2 for every 100 words or fractional part thereof required to be copied.	任何人如要求取得保证发行债权证的信托契据或其他文件的副本，公司须于接获该项要求 20 天内，于收费后将该副本递送予该人；如属印制的信托契据或其他文件，所收取的款项为\$4 或公司所订明的较少款项，而 <b>倘若</b> 该信托契据或其他文件未经印制，则按所需复制副本的字数计算，每 100 字(不足 100 字者亦算作 100 字)收取\$2。
2	Provided that <b>where</b> under section 38C the consent of a person is required to the issue of a prospectus and he has given that consent, he shall not by reason of his having given it be liable under this subsection as a person who has authorized the issue of the prospectus except in respect of an untrue statement purporting to be made by him as an expert.	但 <b>若</b> 根据第 38C 条规定须取得某人的同意始可发出招股章程，而该人已给予该项同意，则该人并不会因给予该项同意而以招股章程的批准发出者身分须根据本款负上法律责任，但若该人就一项看来是由其以专家身分作出的不真实陈述而须根据本款负上法律责任，则属例外。

将“where”译为“倘若、若”的情形在整部《公司法》译本中只有 2 个，因为这两个词语与“如”是近义词，可以替换使用，该种译法实现了与

原文一致的功能。值得注意的是，第 1 句中包含两个条件句引导词，即 “in the case of” 与 “where”，译文将 “in the case of” 译为 “如”，中文为了避免重复，因此将 “where” 译为 “倘若”，这仅是出于中文语言的表达习惯考虑。

第二，“where” 译为 “在……时、在……后”：

序号	英文原文	中文译文
1	The relevant section is treated as contravened in the case of a distribution unless the statutory requirement about the relevant accounts (that is, the requirement of this section and sections 79G, 79H and 79I, as and <b>where</b> applicable) are complied with in relation to that distribution.	在分发中，除非关于有关帐目的法例规定(即本条及第 79G、79H或 79I条的规定所适用之处及 <b>在适用的时候</b> )已获遵从，否则视为有关一条的规定被违反。
2	<b>Where</b> any such order is made may give such ancillary or consequential directions as it thinks expedient, including a direction that 1 member of the company present in person or by proxy shall be deemed to constitute a meeting.	法院 <b>在</b> 作出任何此等命令 <b>时</b> ，亦可作出其认为合宜的附带或相应的指示，包括一项公司 1 名成员亲自出席或由代表出席即当作构成一个会议的指示。
3	The settling of lists of contributories and the rectifying of the register of members <b>where</b> required, and the collecting and applying of the assets...	议定分担人列表， <b>在</b> 有需要 <b>时</b> 将成员登记册更正，并收集与运用资产……
4	<b>Where</b> the lending of money is part of the ordinary business of the company, the lending of money by the company in the ordinary course of its business...	任何公司 <b>在</b> 其通常业务运 <b>作中</b> 借出款项；而借出款项为公司通常业务的一部分……
5	<b>Where</b> a direction is given under subsection (2) or (4), the Registrar may by a further direction in writing extend the period within which the company is to change its name, at any time before the end of that period.	处长根据第(2)或(4)款发出指示 <b>后</b> ，可随时在更改公司名称的期限结束前，以进一步的书面指示将该期限延展。
6	<b>Where</b> such a resolution has been passed, an application may be made to the court for the cancellation of the resolution-...	上述决议通过 <b>后</b> ，以下人士可向法院提出取消该决议的申请——……

“where” 译为 “在……时” 的情形共有 6 个句子，译为 “在……后” 的情形有 2 个句子，但是仔细阅读原文发现所列各处的 “where” 还是作为

条件句引导词出现的，如第 2 句可译为“凡法院作出任何此等命令，……”。再如第 5 句也可译为“处长如根据第(2)或(4)款发出指示，则可随时在更改公司名称的期限结束前，以进一步的书面指示将该期限延展。”而且值得注意的是，“where”本身并没有表示时间或时间先后这层含义，因此将其译为“如”或“凡”更为合适。“在……时”虽然在语意上没有表达出“where”作为条件句引导词的含义，但是并不影响读者的理解，这样的译文还是基本上实现了与原文一致的功能。

第三，“where”译为“情况”或“在……情况下”：

序号	英文原文	中文译文
1	<p>At any time after the presentation of a winding-up petition and before a winding-up order has been made, the company or any creditor or contributory may-</p> <p>(a) <b>where</b> any action or proceeding against the company is pending in the Court of First Instance or the Court of Appeal, apply to the court in which the action or proceeding is pending for a stay of proceedings therein;</p> <p>(b) <b>where</b> any action or proceeding against the company is pending in any court or tribunal other than the Court of First Instance or the Court of Appeal, apply to the Court of First Instance to restrain further proceedings in the action or proceeding, and the court to which application is so made may, as the case may be, stay or restrain the proceedings accordingly on such terms as it thinks fit.</p>	<p>在清盘呈请提出后及在清盘令作出前的任何时候，公司或任何债权人或分担人一</p> <p>(a) <b>在</b>有针对公司的任何诉讼或法律程序在原讼法庭或上诉法庭待决<b>的情况下</b>，可向该诉讼或法律程序待决所在的法院申请搁置在该法院进行的法律程序；</p> <p>(b) <b>在</b>有针对公司的任何诉讼或法律程序在原讼法庭及上诉法庭以外的任何法院或审裁处待决<b>的情况下</b>，可向原讼法庭申请禁制在该诉讼或法律程序中进行进一步的法律程序，而有申请如此向某法院提出，该法院可据此而按其认为合适的条款搁置或禁制进行(视属何情况而定)该等法律程序。</p>
2	<p><b>Where</b> after a company has been dissolved it is proved to the satisfaction of the Registrar-</p> <p>(a) that the company if still existing would be legally or equitably bound to carry out, complete or give effect to some dealing, transaction or matter; and</p> <p>(b) that in order to carry out, complete or give effect thereto, some purely administrative act,</p>	<p>在公司解散后，处长如信纳<b>以下情况</b>已获证明一</p> <p>(a) 公司如仍存在则会在法律上或衡平法上有责任进行或完成某些交易或事宜或使其生效；及</p> <p>(b) 为进行或完成该等交易或事宜或使其生效，某些纯粹属</p>

	not discretionary, should have been done by or on behalf of the company, or should be done by or on behalf of the company if still existing, the Registrar may, as representing the company or its liquidator under this section, do or cause to be done any such act.	行政上而非涉及酌情决定的作为，原应已由公司或代表公司作出，或如公司仍存在则应由公司或代表公司作出，即可根据本条以公司代表或公司清盘人代表的身份，作出或安排作出任何该等作为。
3	The Thirteenth Schedule shall apply <b>where</b> a company (in that Schedule referred to as the "repurchasing company") makes a general offer to purchase all of its shares, or all of its shares of a particular class.	附表 13 适用于 <b>下述情况</b> ：公司(在该附表内称为“购回公司”)作出公开要约以全数购买本身的股份或全数购买本身某个类别的股份。
4	This section and the Ninth Schedule shall apply <b>where</b> a company (in this section and the Ninth Schedule referred to as "the transferee company"), whether a company within the meaning of this Ordinance or not, makes an offer to acquire all the shares, or all the shares of any class or classes, not already held by it in another company (in the Ninth Schedule referred to as "the transferor company") on terms which are the same in relation to all the shares to which the offer relates or, where those shares include shares of different classes, in relation to all the shares of each class.	本条及附表 9 适用于 <b>下述情况</b> ：任何公司(在本条中及附表 9 内称为“受让人公司”)，不论是否本条例所指的公司，作出一项要约，收购另一间公司(在附表 9 内称为“出让人公司”)中其尚未持有的全部股份或任何类别的全部股份，而要约条款就该项要约有关的一切股份而言乃属相同，或如该等股份包括不同类别的股份，则要约条款就所有属同一类别的股份而言乃属相同者。
5	Nothing in subsection (2) shall invalidate the proceedings of a general meeting <b>where-</b> (a) any documents or report that are or is required to be published as mentioned in subsection (2)(a) are or is published for a part, but not all, of the period mentioned in that subsection; and (b) the failure to publish the documents or report throughout that period is wholly attributable to circumstances which it would not be reasonable to have expected the company to prevent or avoid.	第(2)款的规定并不 <b>在以下情况下</b> 使某次大会的议事程序失效— (a) 须按第(2)(a)款所述发表的任何文件或报告只在该款所述的期间的部分期间(而非整段期间)发表；而 (b) 没有在该整段期间发表该等文件或报告可完全归因于某些不能合理期望有关公司防止或避免的情况。
6	For the avoidance of doubt, it is declared that- (a) the requirement to send a copy of a listed company's relevant financial documents to an entitled person of the company in compliance with section 129G(1) does not apply <b>where</b> the company sends a copy of those documents to the person in response to a request under this	为免生疑问，现宣布— (a) 为遵从第 129G(1)条而向上市公司的某有权利的人送交该公司的有关财务文件的规定， <b>在</b> 该公司应本条所指的要求而送交该等文件 <b>的情况下</b> ，并不适用；及



	section; and (b)...	(b) .....
7	<b>Where</b> that is allowed, 1 or more proxies to attend and vote instead of him, and that a proxy need not also be a member.	在容许的情况下委任 1 名或多于 1 名代表，代其出席会议并表决，以及说明代表本身无须亦为成员。
8	With the exception made by section 48D(6), this section applies <b>where</b> the issuing company has secured at least a 90 per cent equity holding in another company in pursuance of an arrangement providing for the allotment of equity shares in the issuing company on terms that the consideration for the shares allotted is to be provided- (a) ...; or (b) ....	除第 48D(6)条所指不适用的个案外，本条于以下情况适用：发行公司已依据一项安排取得另一公司最少百分之九十的股份的权益，该项安排规定分配发行公司的权益股份，而分配发行条款是，获分配的股份的代价须藉下列方式提供— (a) ....., 或 (b) .....
9	This section applies <b>where</b> the issuing company- (a) is a wholly-owned subsidiary of another company ("the holding company"); and (b) allots shares to the holding company or to another wholly-owned subsidiary of the holding company in consideration for the transfer to the issuing company of assets other than cash, being assets of any company ("the transferor company") which is a member of the group of companies which comprises the holding company and all its wholly-owned subsidiaries.	本条于以下情况适用：发行公司— (a) 是另一公司(“控股公司”)的全资附属公司；及 (b) 分配股份予控股公司或予控股公司的另一全资附属公司，该项分配的代价是将另一公司(“出让人公司”)的非现金资产转让予发行公司，而出让人公司是一公司集团的成员，该集团则包含控股公司及其所有全资附属公司。
10	Subsection (5) shall not apply but the documents referred to in that subsection and, <b>where</b> that subsection applies by virtue of subsection (6), the further documents referred to in subsection (6).	第(5)款并不就该项决议而适用，但须时该款提述的文件以及(在该款凭借第(6)款而适用的情况下)第(6)款提述的其他文件。
11	With the exception made by section 48D(6), this section applies <b>where</b> the issuing company has secured at least a 90 per cent equity holding in another company in pursuance of an arrangement providing for the allotment of equity shares in the issuing company on terms that the consideration for the shares allotted is to be provided- (a) by the issue or transfer to the issuing company of equity shares in the other	除第 48D(6)条所指不适用的个案外，本条于以下情况适用：发行公司已依据一项安排取得另一公司最少百分之九十的股份的权益，该项安排规定分配发行公司的权益股份，而分配发行条款是，获分配的股份的代价须藉下列方式提供— (a) 将该另一公司的权益股份发行予或转让予发行公司；或

	company; or (b) by the cancellation of any such shares not held by the issuing company.	(b) 取消任何并非由发行公司持有的该另一公司的权益股份。
12	... then- (i) subsection (4) shall not apply but, for the purposes of section 116B(1), a member holding shares to which the resolution relates shall not be regarded as a member who would be entitled to attend and vote; (ii) subsection (5) shall not apply but the documents referred to in that subsection and, <b>where</b> that subsection applies by virtue of subsection (6), the further documents referred to in subsection (6), shall be supplied- (A) to each member by whom, or on whose behalf, the resolution is required to be signed in accordance with section 116B; and (B) at or before the time at which the resolution is supplied to the member for signature.	..... 则— (i) 第(4)款并不就该项决议而适用, 但就第 116B(1)条而言, 持有该项决议所关乎的股份的成员不得被视为有权出席和表决的成员; (ii) 第(5)款并不就该项决议而适用, 但须时该款提述的文件以及 <b>(在该款凭借第(6)款而适用的情况下)</b> 第(6)款提述的其他文件— (A) 提供予按照第 116B 条规定须签署(或由他人代表签署)该项决议的每名成员; 并且 (B) 在提供该项决议予有关成员签署之时或之前提供予该成员。
13	This section and the Ninth Schedule shall apply <b>where</b> a company (in this section and the Ninth Schedule referred to as "the transferee company"), whether a company within the meaning of this Ordinance or not, makes an offer to acquire all the shares, or all the shares of any class or classes, not already held by it in another company (in the Ninth Schedule referred to as "the transferor company") on terms which are the same in relation to all the shares to which the offer relates or, where those shares include shares of different classes, in relation to all the shares of each class.	本条及附表 9 适用于 <b>下述情况</b> : 任何公司(在本条中及附表 9 内称为“受让人公司”), 不论是否本条例所指的公司, 作出一项要约, 收购另一间公司(在附表 9 内称为“出让人公司”)中其尚未持有的全部股份或任何类别的全部股份, 而要约条款就该项要约有关的一切股份而言乃属相同, 或如该等股份包括不同类别的股份, 则要约条款就所有属同一类别的股份而言乃属相同者。

《公司法》中共有 13 个句子是将“where”译为“在……情况下”或类似的翻译。在提到“if”译为“在……情况下”时提到“if”引导两个或两个以上条件时, 可以这样来翻译。此处对“where”作这样的翻译处理有两种情形: 一是“where”与“if”一样引导两个或两个以上的条件, 如第 2、5、8、9、11 句是在具体列举各个条件之前指出“在以下情况下”; 二是引

导一个条件，此时可以译为“如”或“凡”，表示如果的意思，如第1、3、4、6、7、10、12、13句。虽然“在……情况下”与“如”或“凡”在语意上有所差别，但不会影响读者的理解，因此译文基本上实现了与原文一致的功能。

此外，笔者发现《公司法》中有一些“where”与“except”连用的情况，有三种翻译方法：一是译为“……除外/除……外”（如第2、3、4、5、6、9、10、11、13、14句），二是“如……则属例外”（如第1、7句），三是译为“除非”（如第8、12句）。

序号	英文原文	中文译文
1	A provisional liquidator appointed under subsection (5)(b) shall, for the period of his appointment, have the like powers and be subject to the like duties as a liquidator in a creditors' voluntary winding up, and, accordingly, all the powers of the directors shall cease during that period <b>except</b> so far as may be necessary for the purpose of enabling the directors to comply with this section or <b>where</b> the provisional liquidator sanctions the continuance thereof for any other purpose.	根据第(5)(b)款获委任的临时清盘人在他获委任期间所具有的权力及须执行的职责，与债权人自动清盘案中的清盘人所具有者及须执行者相同；而据此，公司董事的所有权力须在该段期间终止，但如为使公司董事能遵从本条规定而有所需要，或临时清盘人为任何其他目的而认许公司董事权力的延续， <b>则属例外</b> 。
2	Notwithstanding subsection (15), a provisional liquidator appointed under subsection (5)(b) shall not have power to sell any property to which the company is or appears to be entitled, <b>except where</b> such sale is made in the course of carrying on business in accordance with section 231, unless- (a) the property is of a perishable nature or likely to deteriorate if kept; or (b) the court, on the application of the provisional liquidator, orders the sale of the property.	尽管有第(15)款的规定，根据第(5)(b)款获委任的临时清盘人无权售卖公司有权享有或看似有权享有的任何财产(但在按照第231条经营业务的过程中售卖 <b>则除外</b> )，除非— (a) 该财产属易毁消性质，或如予以留存则相当可能会变坏；或 (b) 法院应临时清盘人的申请而下令售卖该财产。
3	An arrangement has been entered into or carried out on or after the specified date in	有一项安排(属依据在指明日期之前招致的在法律上可强制执行的

	relation to a deposit with the company <b><u>except where</u></b> the arrangement is one in pursuance of a legally enforceable obligation incurred prior to that date.	义务的安排 <b>除外</b> ) 在指明日期当日或之后, 就存放于该公司的存款订立或实行。
4	<b><u>Except where</u></b> the context otherwise requires-...	<b>除</b> 文意另有所指 <b>外</b> —...
5	a deposit held by an excluded person in his own right, or, in the case of a deposit held by an excluded person and a non-excluded person in their own right ( <b><u>except where</u></b> those persons carry on business in partnership), the portion of the deposit attributable to the excluded person's share in the deposit	由豁除人士以其本身权益持有的存款, 而在存款是由豁除人士和非豁除人士以他们本身权益持有的情况下(但该等人士以合伙形式经营业务的情况 <b>除外</b> ), 则并不包括该存款可归于该豁除人士在该存款中所占份额的部分
6	Subject to paragraphs (c) and (d), any shares held or power exercisable- (i) by any person as a nominee for that other company ( <b><u>except where</u></b> that other company is concerned only in a fiduciary capacity); or (ii) by, or by a nominee for, a subsidiary of that other company, not being a subsidiary which is concerned only in a fiduciary capacity, shall be treated as held or exercisable by that other company.	除(c)及(d)段另有规定外— (i) 任何人作为该另一间公司的代名人而持有的股份或可行使的权力(该另一间公司仅以受信人身份而关涉在内的情况 <b>除外</b> ); 或 (ii) 该另一间公司的附属公司(并非仅以受信人身份而关涉的附属公司)或该附属公司的代名人所持有的股份或可行使的权力, 须视为该另一间公司所持有的股份或可行使的权力。
7	A person who receives from a company a sum paid in pursuance of a transaction or arrangement entered into in contravention of section 157H shall be liable to repay that sum to the company forthwith, <b><u>except where</u></b> he is not a director of the company or of its holding company and he shows that, at the time the transaction or arrangement was entered into, he did not know the relevant circumstances.	任何人如接受某间公司的一笔款项, 而该笔款项是依据一项在违反第 157H条的情况下订立的交易或安排而支付的款项, 则其人须立即将该笔款项偿还该公司, <b>但如</b> 该人并非该公司或其控股公司的董事, 而又能证明其本人在该项交易或安排订立时不知悉有关情况, <b>则属例外</b> 。
8	<b><u>Except where</u></b> leave is granted by the court under section 168BD(4), the member has served a written notice on the specified corporation in accordance with section 168BD.	( <b>除非</b> 法院已根据第 168BD(4)条批予许可)该成员已按照第 168BD条送达书面通知予该指明法团。
9	For the avoidance of doubt it is declared that a reference, in relation to any purpose of this Ordinance, to any form, matter, particular or information specified by the Registrar	为免生疑问, 现宣布凡就本条例任何目的而提述处长所指明的任何格式、事项、详情、情况或报告, 则 <b>除</b> 另有规定 <b>外</b> , 该项指明指处长

	means, <b>except where</b> it is provided otherwise, specified by him for the time being for that purpose.	为该目的而在当其时所指明。
10	<b>Except where</b> the company is shown to have acted deceitfully, the company shall not be liable for any damage sustained by the claimant by reason of the issue of the new certificate or the cancellation of the original certificate.	公司无须就发出新股票或取消原有股票所引致申索人蒙受的任何损害而负上法律责任，但公司被证明曾有欺骗成分的作为 <b>则除外</b> 。
11	<b>Except where</b> the company is a private company having a share capital, the annual return shall be completed within 42 days after the annual general meeting for the year, whether or not that meeting is the first or only ordinary general meeting, or the first or only general meeting, of the company in the year, and the company shall forthwith forward to the Registrar a copy of the return signed by a director or the secretary of the company.	<b>除</b> 公司是一间有股本的私人公司 <b>外</b> ，周年申报表须在有关年度的周年大会后 42 天内完成，不论大会是否公司在该年度首次或唯一举行的普通大会，或是否公司在该年度首次或唯一举行的大会；公司须立即将一份经公司一名董事或秘书签署的周年申报表递送予处长。
12	<b>Except where</b> the company is a private company, the annual return shall include-...	<b>除非</b> 公司是私人公司，否则周年申报表须包括一……
13	For the purposes of this section and the following provisions of this Ordinance, <b>except where</b> the context otherwise requires,-...	就本条及本条例以下条文而言， <b>除</b> 文意另有所指 <b>外</b> 一……
14	A holding company's directors shall secure that <b>except where</b> in their opinion there are good reasons against it, the financial year of each of its subsidiaries shall coincide with the company's own financial year.	控股公司的董事须确保公司的每间附属公司的财政年度与公司本身的财政年度一致，但上述董事认为有好的理由对此加以反对者 <b>则除外</b> 。

另外，“where”作为地点状语副词，译为“在……地方”或“在……情况下”，附录二中第4、5、10、41、45、47、50、63、83、90、91、99、100、119、120、128句的“where”均表示此种含义，但因为本文主要是讨论“where”作为条件句引导词的用法，因此不对此作进一步分析。

本《公司法》中“where”的处理方法多种多样，从上述对“where”引导词的译法分析可以看出：第一种情形译为“倘若、若”，采用的是“如”的近义词，不影响译文功能的实现；第二、三种情形将其处理为“在……时、

在……后、在……情况下”，其主要目的是为了引出多重条件，而“凡”往往只能引出仅仅一个、能包含一切状况的条件。虽然在语意上第二、三种译法与主流译法（即下节论述的“凡”和“如”译法）有差异，但考虑到原文的多重条件，其依法是合理的，如一概译为“凡”，反而与多重条件的文意不符，妨碍实现原文的功能。

下面重点介绍“where”的两种主要译法，即“凡”和“如”，以及其引导的条件句翻译模式。

#### 4.3.2 “where”引导的条件句翻译模式

本节主要通过分析附录二中“where”引导的条件句，以探索其翻译模式。

第一，“where”位于主句之前，中文译文为“凡”，且同样位于主句之前。附录二中第2、12、25、26、28、29、30、31、32、33、37、39、42、43、46、48、49、54、55、56、57、58、60、61、65、66、69、70、73、74、78、80、82、85、86、87、88、92、94、95、97、106、107、108、109、110、113、114、115、121、124、125、126、129、130、132、133句在处理条件句时都是采用同样的翻译模式，可归结为模式一：“where”从句 + 主句→“凡”从句 + 主句。附录二共有133个句子，其中57个句子都是采用这种翻译模式，占43%的比例，可见该翻译模式在《公司法》中是较为常见的。比如第25句“**Where** the proposed reduction of share capital involves either diminution of liability in respect of unpaid share capital or the payment to any shareholder of any paid-up share capital, and in any other case if the court so

directs, the following provisions shall have effect, subject nevertheless to subsection (3).” 的中文译文为“凡建议的股本减少涉及减轻未缴款股本的法律责任，或涉及付款予任何持有缴足款股本的股东，或如在其它情况下法院如此指示，则除第(3)款另有规定外，下述条文具有效力。”

第二，“where”位于主句之前，中文译文为“如”，且同样位于主句之前。附录二中第3、7、8、11、13、14、19、21、24、34、38、40、44、59、67、71、72、75、76、84、89、93、98、101、111、116、118、122、131句在处理条件句时都是采用同样的翻译模式，可归结为模式二：“where”从句+主句→“如”从句+主句。附录二共有133个句子，其中29个句子都是采用这种翻译模式，占22%的比例，该翻译模式在《公司法》中是仅次于上述“凡”从句+主句的第二类最常见的模式。比如第19句“**Where** that company is a subsidiary and both a majority of its directors and a majority of the directors of any of its holding companies made such a statement, the date on which the earliest of the statements was made.”的中文译文为“如公司是一间附属公司，而其过半数董事以及其任何控股公司的过半数董事均作出上述陈述书，则为作出最早一项陈述书的日期。”

第三，“where”位于主句之后，中文译文为“凡”，但位于主句之前。其中仅有第27句属于这种情况。

序号	英文原文	中文译文
27	Section 64 shall apply <b>where</b> a company's articles are by virtue of subsection (1) deemed to contain a provision for the variation of the rights attached to a class of shares as it applies where the articles in fact contain such a provision.	<u>凡</u> 一间公司的章程细则凭借第(1)款而当作载有一项关于更改附于某一类别股份的权利的条文，第64条即属适用，犹如该条适用于章程细则事实上载有该项条文一样。

上文提到，因为中文偏向将条件句放到主句之前表达，因此该句的译文更符合中文的表达习惯。

第四，“where”位于主句之后，中文译文为“如”，但位于主句之前。

其中有两个句子属于该种情况。

序号	英文原文	中文译文
23	This section has effect <b>where</b> a company has, on or after the commencement* of the Companies (Amendment) Ordinance 1991 (77 of 1991)- (a) issued shares on terms that they are or are liable to be redeemed; or (b) agreed to purchase any of its own shares.	<b>如</b> 任何公司在《1991 年公司(修订)条例》+(1991 年第 77 号)生效*当日或生效后— (a) 曾以须赎回或可赎回股份的条款发行股份；或 (b) 曾同意购买本身的任何股份， 则本条即具效力。
81	For the purposes of this section, "court" (法院) includes a magistrate <b>where</b> the application under this section is made in the course of a prosecution in which the person is adjudged guilty of a default referred to in subsection (1) and, as a result, subsection (2) applies to him.	就本条而言， <b>如</b> 本条所订的申请是在该人被判定犯了第(1)款所提述的失责罪的检控过程中提出的，以致第(2)款适用于该人，则“法院”(court) 包括裁判官。

该种情形与第三种情形类似，也是在译文中将条件句放在主句之前表达。

第五，“where”位于主句之间，中文译文为“凡”，但位于主句之前。

序号	英文原文	中文译文
9	Every statement in lieu of prospectus delivered under subsection (1) shall, <b>where</b> the persons making any report required by Part II of the Second Schedule have made therein or have, without giving the reasons, indicated therein any such adjustments as are mentioned in paragraph 5 of the Second Schedule, have endorsed thereon or attached thereto a written statement signed by those persons setting out the adjustments and giving the reasons therefor.	<b>凡</b> 作出附表 2 第 II 部所规定的报告的人已在报告内作出，或在并无提出有关理由的情况下，已在报告内表明任何附表 2 第 5 段所述的调整，则每份根据第(1)款交付的代替招股章程陈述书，均须注明或附有列明该等调整及就调整提出理由的书面陈述，并由该等人士签署。
112	The power of the court under subsection (1) shall, <b>where</b> no previous order has been made with respect thereto under that	<b>凡</b> 法院先前并无根据第(1)款就酬金作出命令，法院根据该款所具的权力—



	<p>subsection,-</p> <p>(a) extend to fixing the remuneration for any period before the making of the order or the application therefor; and</p> <p>(b) be exercisable notwithstanding that the receiver or manager has died or ceased to act before the making of the order or the application therefor; and</p> <p>(c) where the receiver or manager has been paid or has retained for his remuneration for any period before the making of the order any amount in excess of that so fixed for that period, extend to requiring him or his personal representatives to account for the excess or such part thereof as may be specified in the order.</p>	<p>(a) 须引伸至有关命令作出前或要求作出该命令的申请提出前任何期间的酬金的厘定; 及</p> <p>(b) 可予以行使, 即使在有关命令作出前或要求作出该命令的申请提出前, 接管人或经理人已去世或停止行事; 及</p> <p>(c) 凡接管人或经理人已获支付或已保留一笔款项, 作为其于有关命令作出前的任何期间的酬金, 而该款项的款额超过就该段期间如此厘定的款额, 则须引伸至规定接管人或经理人或其遗产代理人就该超额款项或其中由命令所指明的部分作出交代。</p>
--	--	--

该种情形与第三、四种情形类似, 在译文中将条件句放在主句之前表达, 不同之处只是前者将条件句引导词“where”译为“凡”, 而此处译为“如”。

第六, “where”位于主句之间, 中文译文为“如”, 但位于主句之前。

序号	英文原文	中文译文
62	<p>The expenses of and incidental to an investigation by an inspector appointed by the Financial Secretary under section 142 or 143 shall be defrayed in the first instance out of the general revenue of Hong Kong, but the following persons shall, to the extent mentioned, be liable to repay such expenses to the Government-</p> <p>(a) ...;</p> <p>(b) ...;</p> <p>(c) any body corporate dealt with by the report, <b>where</b> the inspector was appointed otherwise than of the Financial Secretary's own motion, shall be liable, except so far as the Financial Secretary otherwise directs; and</p> <p>(d) ...;</p> <p>and any amount for which a body corporate is liable by virtue of paragraph (b) shall be a first charge on the sums or property mentioned in that paragraph.</p>	<p>财政司司长根据第 142 或 143 条委任审查员进行一项调查所需及附带的费用, 须由香港政府一般收入中先行拨款支付, 但以下的人须在所述的范围内, 负上向政府偿还该等费用的法律责任—</p> <p>(a) ……;</p> <p>(b) ……;</p> <p>(c) 上述报告所处理的法人团体 (<b>如</b>该审查员并非由财政司司长主动委任)须负法律责任, 但如财政司司长另作指示则除外; 及</p> <p>(d) ……,</p> <p>此外, 法人团体凭借(b)段而负上法律责任的任何款额, 须为该段中所述款项或财产的第一押记。</p>

该句中“where”引导的条件句在中文译文中用括号标注，如同原文成份一样，作为插入语成分来翻译。

上面第三、四、五、六种情形中，“where”位于句中或句后的情况并不常见，但中文译文却极为相似，都是将条件句放在主句之前表达，所以无论“where”位于句首、句中还是句末，其中文译文“凡”或“如”引导的条件句都是位于主句之前的。

### 4.3.3 小结

综上所述，“where”引导的条件句虽然包括六种情形，但是常见情形只有前面两种，也就是说“where”条件句的主流翻译模式可归结为两种：

“where”从句 + 主句 → “凡”从句 + 主句；“where”从句 + 主句 → “如”从句 + 主句。这两种翻译模式在附录二 133 个句子中分别占 43% 和 22% 的比例。也就是说，“where”通常出现在句首的情形较多，这时译文译为“凡”或“如”，句序与原文保持一致。如能充分意识到这一点，那么译者在法律文本的翻译过程中，遇到“where”条件句就可以把握其基本的翻译模式。尽管“where”在大部分情况下译为“凡”和“如”，但是从所占比例上来看，可认为“where”的主导译法是“凡”，即使被译成“如”的地方也仍然可以用“凡”去取代，而译文意思不变，功能不减。

## 4.4 其他引导词引导的条件句翻译

除了上述两个主要条件句引导词“if”和“where”，下面重点讨论《公司法》中出现的另外几个条件句引导词以及译法，包括“when”、“in (the) case of”和“in the event of”。

#### 4.4.1 “when” 引导的条件句

“when” 在该部《公司法》中的含义可以分为两大类，一是表示其本意，即“在……时、当……时、一经”，表示时间的从句关系词，二是表示条件，译为“如”。本文主要探讨的是第二种表示“条件”的引导词。“when” 在该部《公司法》中共出现 73 次，但表示条件句引导词的却只有 5 次，均译为“如”，说明“when” 在《公司法》中并不是一个常用的条件句引导词。

序号	英文原文	中文译文
1	<b>When</b> the Registrar has reasonable cause to believe that a company is keeping a register of members at any place outside Hong Kong without having a valid licence under this Ordinance, he shall publish in the Gazette and send to the company by post a notice that at the expiration of 3 months from the date of that notice the name of the company mentioned therein will, unless cause is shown to the contrary, be struck off the register and the company will be dissolved.	处长 <b>如</b> 有合理理由相信，某公司并无持有根据本条例发给的有效特许证而在香港以外的任何地方备存成员登记册，则须在宪报刊登公告及将该公告以邮递方式送交该公司，述明由该公告的日期起计 3 个月届满时，除非该公司提出相反理由，否则该公告内所述公司的名称即自登记册中剔除，而该公司亦即解散。
2	A resolution shall be a special resolution <b>when</b> it has been passed by not less than three-fourths of the votes cast by such members as, being entitled so to do, vote in person or, where proxies are allowed, by proxy, at a general meeting of which not less than 21 days' notice, specifying the intention to propose the resolution as a special resolution, has been duly given.	<b>如</b> 某项决议获表决通过，而所获得的票数不少于有权在大会上亲自表决或委派代表表决(如代表获准许表决的话)的成员所投票数的四分之三，且已就有关大会妥为发出不少于 21 天的通知期，指明拟将该项决议列为一项特别决议的意向，则该项决议即为一项特别决议。
3	For the purposes of this section, notice of a meeting shall be deemed to be duly given and the meeting to be duly held <b>when</b> the notice is given and the meeting held in manner provided by this Ordinance or the articles.	就本条而言，会议通知书 <b>如</b> 以本条例或章程细则所订定的方式发出，即须当作妥为发出，而任何会议如以本条例或章程细则所订定的方式举行，即须当作妥为举行。
4	<b>When</b> several liquidators are appointed, any power given by this Ordinance may be	<b>如</b> 有数名清盘人获委任，本条例所给予的任何权力，可由他们当

	exercised by such one or more of them as may be determined at the time of their appointment, or, in default of such determination, by any number not less than 2.	中一人或多于一人行使，按他们被委任时所决定者而定，或如无上述决定，则可由不少于 2 的任何数目的清盘人行使。
5	In computing any majority under this section <b>when</b> a poll is demanded regard shall be had to the number of votes to which each member is entitled according to the regulations of the company.	<b>如</b> 有要求以投票方式表决，则在根据本条计算过半数成员人数时，须顾及每名成员按照公司的规例有权投下的票数。

从上面几个例子可以看出，“when”引导的条件状语从句与“if”引导的条件状语从句并无太大差别。比如第 5 句可用“if”替换表达为“In computing any majority under this section **if** a poll is demanded regard shall be had to the number of votes to which each member is entitled according to the regulations of the company.”。虽然在《公司法》中“when”作为条件句引导词出现的频率极低，但是在翻译英文法律条文中，仍然需要多加留心，不能像对待普通英文中出现的“when”一样将其直接译为“当……时”。此时需要联系上下文，判断“when”是否是引导条件句的引导词。

#### 4.4.2 “in (the) case of” 引导的条件句

《公司法》中“in the case of”<sup>31</sup>的出现频率共有 273 次，本文同样采用五进法抽取一定数量的条件句（共 54 句）来具体分析其译法，详见附录三。此外“in case of”出现 16 次。《公司法》中“in the case of”的译法共有如下几种：

表 4.4 《公司法》中“in the case of”引导词的译法统计

译法	出现次数
如/如属	42
不译	8
在……情况下/在……中	3
就……而言	1

<sup>31</sup> 《公司法》仅出现“in the case of”，而没有“in (the) case that”。

第一，“in the case of”译为“如”、“如属……的情况”：

从上表可以看出，“in the case of”绝大部分情况下都是译为“如、如属”，包括附录三中第 1、2、3、5、6、7、8、9、11、12、13、14、15、16、17、18、19、20、21、22、23、26、28、30、31、32、33、34、35、37、38、39、40、41、43、47、48、49、50、51、54 句。比如第 7 句“**In the case of** refusal of an inspection required under subsection (5) of a directors' statement or auditors' report, the court may by order compel an immediate inspection of that statement or report.”译文为“**如属**有关人士被拒绝根据第(5)款的规定查阅董事陈述书或核数师报告书**的情况**，法院可藉命令强迫有关公司立即将该陈述书或报告书供有关人士查阅。”英文“in the case of”本意并没有表示如果的意思，一般译为“在……情况下、至于、就……而言”，但这里的中文译文却加入了表示如果的含义，虽然语意上与其本意稍有不同，但不影响读者的理解，基本上实现了与原文一致的功能。

第二，“in the case of”译为“在……情况下、在……中”：附录三中第 36、44、45 句是采用这种译法，这几个句子采用的是其本意，因为“in the case of”本身并没有表示如果的意思，完全实现了与原文一致的功能。比如第 36 句“The court may, with a view to bringing to an end the matters complained of, make such other order as it thinks fit, whether for regulating the conduct of the specified corporation's affairs in future, or for the purchase of the shares of any members of the specified corporation by other members of the specified corporation or by the specified corporation and, **in the case of** a purchase by the specified corporation, for the reduction accordingly of the

specified corporation's capital, or otherwise.” 译文为“为了结遭投诉的事项，可作出它认为合适的其他命令，不论是为以下事项或其他事项作出命令：规管日后该指明法团事务的处理方式，或规定该指明法团的其他成员购买该指明法团的任何成员的股份或该指明法团本身购买该指明法团的任何成员的股份以及(在由该指明法团本身购买该等股份的情况下)该指明法团相应地减少其资本。” 该句将“**in the case of** a purchase by the specified corporation” 译为“**在由该指明法团本身购买该等股份的情况下**”，完全表达出该词组本身的意思，完全实现了与原文一致的功能。

第三，“in the case of” 译为“就……而言”：只有第 46 句“**He shall, in the case of** the offence mentioned in paragraph (o), be liable to imprisonment, and **in the case of** any other offence shall be liable to imprisonment and a fine.” 译为“**就(o)段所述的罪行而言**，该人可处以监禁，而**就任何其他罪行而言**，则可被处监禁及罚款。” 该句采用的是其本意，完全实现了与原文一致的功能。

第四，“in the case of” 不译的情况：第 4、10、24、27、29、42、52、53 句中的“in the case of” 是省略不译的。比如第 4 句“The references in subsection (3)(b)(i) to the copy of a contract required thereby to be endorsed on or attached to a copy of the prospectus shall, **in the case of** a contract wholly or partly in a language other than English or Chinese, be taken as references to a copy of a translation of the contract in either language or a copy embodying a translation in English or Chinese of the parts not in either language, as the case may be, being a translation certified in the prescribed manner under subsection

(10) to be a correct translation.” 中文译文为“凡第(3)(b)(i)款提述招股章程内规定须注明或随附合约文本之处，而该合约完全或部分既非以中文亦非以英文撰写，则须视作为提述合约的中文或英文译本，或提述其内已收录合约中既非以中文亦非以英文撰写的部分的中文或英文译本的合约文本(视属何情况而定)；而该等译本均按第(10)款所指的订明方式核证为正确译本。”可以看出中文由于衔接上的需要，没有将“in the case of”翻译出来，但是因为“在……情况下、至于、就……而言”这类连接词在中文表达中根据上下文需要是可以省略的，因此这里省略不译完全不影响译文功能的实现。

根据《英汉辞海》(1990: 781)，“in case”及其变体“in case of”和“in case that”才是表达假设关系的条件句引导词，一般可译为“假若、如果、假使”或“万一”。但是《公司法》中“in case of”只出现 16 次，且出现在句子中的仅有 4 处<sup>32</sup>，具体如下：

序号	英文原文	中文译文
1	Provided that, <b>in case of</b> default in delivering to the Registrar any document within 1 month after the allotment any document required to be delivered by this section, the company, or any person liable for the default, may apply to the court for relief.	但 <b>如</b> 因本条规定须交付的任何文件于作出分配后 1 个月内仍未交付处长而构成失责，则该公司或任何须对失责负法律责任的人，均可向法院申请宽免。
2	Subject to the provisions of this Ordinance, the liquidator of a company which is being wound up by the court shall, in the administration of the assets of the company and in the distribution thereof among its creditors, have regard to any directions that may be given by resolution of the creditors or contributories at any general meeting, or by the committee of inspection, and any directions given by the creditors or contributories at any general meeting shall <b>in</b>	在符合本条例条文的规定下，正在由法院清盘的公司，其清盘人在管理公司资产及将该等资产派发予公司的债权人时，须顾及债权人或分担人在任何大会上藉决议所给予的任何指示，或审查委员会所给予的任何指示；两者 <b>如</b> 有冲突，则债权人或分担人在任何大会上所给予的任何指示，须当作凌驾审查委员会所给予的任何指示。

<sup>32</sup> “in case of”有作为词组或短语出现于条款标题的不在考虑范围内，如“Regulations required in case of unlimited company or company limited by guarantee”。

	<b>case of</b> conflict be deemed to override any directions given by the committee of inspection.	
3	A committee of inspection appointed in pursuance of this Ordinance shall consist of creditors and contributories of the company or persons holding general powers of attorney from creditors or contributories in such proportions as may be agreed on by the meetings of creditors and contributories, or as, <b>in case of</b> difference, may be determined by the court.	依据本条例委出的审查委员会，须由公司的债权人及分担人或持有债权人或分担人所授予的一般授权书的人，按债权人会议及分担人会议所协议的比例组成， <b>如</b> 债权人会议及分担人会议意见分歧，则按法院裁定的比例组成。
4	<b>In case of</b> a voluntary winding up, the company shall, from the commencement of the winding up, cease to carry on its business, except so far as may be required for the beneficial winding up thereof.	<b>如</b> 属自动清盘的情况，公司须自清盘开始之时停止营业，但为使公司业务在有利情况下结束而需要继续营业者除外。

从上表可以看出，“in case of”均译为“如”，原文第1句引导的情形是“default”，第2句是“conflict”，第3句是“difference”，第4句是“winding up”，这几种情形或条件都是“失责、清盘、冲突、分歧”这类不是经常发生或不好的状况，虽然“如”包罗了各种各样的情形和条件，但是“万一”或“一旦”更能体现原文的文意。

值得注意的是，在普通英文中“in case (of/that)”与“in the case (of/that)”两者大有差别，但是在《公司法》中无论是英文写作还是中文翻译都没有将两者严格区分。前者表示如果的情况，或者很少发生的情形，而后者则是一般的连接词表示“在……情况下、就……而言、至于”，在写作与翻译中都不可将二者混淆。举个例子来说，“In case the house burns down, we’ll get the insurance money.”译文为“万一房子烧掉，我们会得到保险公司的赔偿。”可以看出，房子被烧掉的情况并不是经常发生的，因此将“in case”翻译为“万一、一旦”更为合适。由此可见，法律起草人员或翻译人员在使用该短



语时需注意其包含的不常发生的条件这层意思，不能简单视作“if”的同义词。

#### 4.4.3 “in the event of” 引导的条件句

“in the event of”<sup>33</sup>在该《公司法》的句子中共出现 37 次，分别有如下几种译法：

表 4.5 《公司法》中“in the event of”引导词的译法统计

译法	出现次数
如	20
一旦	8
凡	1
在……时/于……时	7
在……情况下	1

第一，“in the event of”译为“如”：

序号	英文原文	中文译文
1	<b><u>In the event of</u></b> the winding up of a company re-registered in pursuance of this section, the following provisions shall have effect- (a)... (b)... (c)...	<b>如</b> 依据本条重新注册的公司清盘，以下条文即具效力— (a)... (b)... (c)...
2	<b><u>In the event of</u></b> non-compliance with or contravention of any of the requirements of this section, a director or other person responsible for the prospectus shall not incur any liability by reason of the non-compliance or contravention, if - (a)... (b)... (c)...	<b>如</b> 本条任何规定不获遵从或被违反，董事或其他对招股章程负责的人在下列情况下，不会因有关规定不获遵从或被违反而招致任何法律责任— (a)... (b)... (c)...
3	Provided that, <b><u>in the event of</u></b> failure to include in a prospectus a statement with respect to the matters specified in paragraph 19 of Part I of the Third Schedule, no director	但 <b>如</b> 招股章程内未载有关于附表 3 第 I 部第 19 段指明事项的陈述，则除非能证明有关董事或其他人对未披露的事项知

<sup>33</sup> 《公司法》中没有出现“in the event that”，出现的全部是“in the event of”，可见在《公司法》中“in the event of”相较“in the event that”更为常用。这两个词组意思一样，只是后面接的形式不同。根据李克兴（2008：74），“in the event that”建议翻译为“一旦”最为合适，但是在本文中“in the event of”大部分译为“如”。

	or other person shall incur any liability in respect of the failure unless it be proved that he had knowledge of the matters not disclosed.	情，否则该人不会因为招股章程内未载有该项陈述而招致任何法律责任。
4	The validity of an allotment shall not be affected by any contravention of the foregoing provisions of this section but, <b><u>in the event of</u></b> any such contravention, the company and every officer of the company who is in default shall be liable to a fine.	某项分配的有效性，并不因本条中前述的任何条文被违反而受影响；但 <b>如</b> 有任何此等违反条文事，则有关公司及其每名失责高级人员均可处罚款。
5	<b><u>In the event of</u></b> any default in complying with the provisions of this section, every officer of the company who is in default shall be liable to a fine.	<b>如</b> 因没有遵从本条条文而构成失责，公司每名失责高级人员均可处罚款。
6	<b><u>In the event of</u></b> a company being wound up, every present and past member shall be liable to contribute to the assets of the company to an amount sufficient for payment of its debts and liabilities, and the costs, charges, and expenses of the winding up, and for the adjustment of the rights of the contributories among themselves.	<b>如</b> 公司清盘，每名现在及过去成员均有法律责任分担提供公司的资产，分担款额须足够偿付公司的债项及债务，支付清盘的费用、收费及开支，并须足够作调整分担人彼此之间的权利之用。
7	The court may, <b><u>in the event of</u></b> the assets being insufficient to meet the costs, charges and expenses incurred in the winding up, make an order as to the payment thereof out of the assets in such order of priority as the court thinks just.	<b>如</b> 资产不足够支付清盘所招致的费用、收费及开支，法院可作出命令，规定该等费用须按法院认为公正的优先次序从资产中拨付。
8	<b><u>In the event of</u></b> the court ordering the holding of any meetings it may order that the provisions of this Ordinance relating to the holding of meetings be varied, abrogated or added to for the purpose of such meetings.	法院 <b>如</b> 下令举行任何会议，可下令为举行该等会议，本条例关于举行会议的条文，可予更改、撤销或增补。
9	Subject to section 239A, <b><u>in the event of</u></b> the winding up continuing for more than 1 year, the liquidator shall summon a general meeting of the company at the end of the first year from the commencement of the winding up, and of each succeeding year, or at the first convenient date within 3 months from the end of the year or such longer period as the Official Receiver may allow, and shall lay before the meeting an account of his acts and dealings and of the conduct of the winding up during the preceding year.	除第 239A 条另有规定外， <b>如</b> 清盘持续进行超过 1 年，清盘人须在清盘开始之时起计第一年终结时，以及在继后的每一年终结时，或在有关年度终结之时起计 3 个月内或破产管理署署长所容许的更长时间内的第一个方便日期，召集公司大会，并须将一份关于上一年度其本人的作为及交易以及清盘的进行的报告，在该会议席上提交。

10	<p><b><u>In the event of</u></b> the winding up continuing for more than 1 year, the liquidator shall summon a general meeting of the company and a meeting of creditors at the end of the first year from the commencement of the winding up, and of each succeeding year, or at the first convenient date within 3 months from the end of the year or such longer period as the Official Receiver may allow, and shall lay before the meetings an account of his acts and dealings and of the conduct of the winding up during the preceding year.</p>	<p><b><u>如</u></b>清盘持续进行超过 1 年，清盘人须在清盘开始之时起计第一年终结时，以及在继后的每一年终结时，或在有关年度终结之时起计 3 个月内或破产管理署署长所容许的更长时间内的第一个方便日期，召集公司大会及债权人会议，并须将一份关于上一年度其本人的作为及交易以及清盘的进行的报告，在该等会议席上提交。</p>
11	<p><b><u>In the event of</u></b> a landlord or other person distraining or having distrained on any goods or effects of the company within 3 months next before the date of a winding-up order, the debts to which priority is given by this section shall be a first charge on the goods or effects so distrained on, or the proceeds of the sale thereof.</p>	<p><b><u>如</u></b>业主或其他人在紧接清盘令日期前 3 个月内扣押或曾扣押公司的任何货品或物品，则获本条给予优先权的各债项，即为被如此扣押的货品或物品或出售该等货品或物品所得收益的第一押记。</p>
12	<p>Provided that execution shall not issue against the effects of any individual member of the company on any judgment, decree, or order obtained in any such action or proceeding, but, <b><u>in the event of</u></b> the property and effects of the company being insufficient to satisfy the judgment, decree, or order, an order may be obtained for winding up the company.</p>	<p>但不得针对该公司的任何个别成员的财物而提起法律程序，以执行于任何上述诉讼或法律程序中获得任何判决、判令或命令，但<b><u>如</u></b>该公司的财产及财物不足以履行该项判决、判令或命令，则可取得一项将该公司清盘的命令。</p>
13	<p><b><u>In the event of</u></b> the company being wound up, every person shall be a contributory, in respect of the debts and liabilities of the company contracted before registration.</p>	<p><b><u>如</u></b>该公司清盘，就该公司注册前所订约承担的债项及债务而言，每一人均均为分担人。</p>
14	<p><b><u>In the event of</u></b> the company being wound up, every contributory shall be liable to contribute to the assets of the company, in the course of the winding up, all sums due from him in respect of any such liability as aforesaid, and, <b><u>in the event of</u></b> the death, bankruptcy, or insolvency, of any contributory, the provisions of this Ordinance with respect to the personal representatives and to the trustees of bankrupt or insolvent contributories shall apply.</p>	<p><b><u>如</u></b>该公司清盘，在清盘过程中，每名分担人均负有法律责任向该公司的资产分担其就前述债务所应付的一切款项；<b><u>如</u></b>任何分担人去世、破产或无力偿债，则本条例中有关遗产代理人以及破产人的受托人或无力偿债分担人的受托人的条文，即告适用。</p>
15	<p><b><u>In the event of</u></b> an unregistered company being wound up, every person shall be deemed</p>	<p><b><u>如</u></b>任何非注册公司清盘，每一人均须当作是分担人，负有法</p>

	to be a contributory who is liable to pay or contribute to the payment of any debt or liability of the company, or to pay or contribute to the payment of any sum for the adjustment of the rights of the members among themselves, or to pay or contribute to the payment of the costs and expenses of winding up the company.	律责任偿付或分担偿付该公司的任何债项或债务，或负有法律责任支付或分担支付任何款项以调整成员彼此之间的权利，或负有法律责任支付或分担支付该公司的清盘费用。
16	<b><u>In the event of</u></b> the death, bankruptcy, or insolvency, of any contributory, the provisions of this Ordinance with respect to the personal representatives of deceased contributories and to the trustees of bankrupt or insolvent contributories shall apply.	<b>如</b> 任何分担人去世、破产或无力偿债，则本条例中有关已故分担人的遗产代理人以及破产人的受托人或无力偿债分担人的受托人的条文，即告适用。
17	<b><u>In the event of</u></b> non-compliance with or contravention of any of the requirements imposed by subsection (1)(a) and (b), a director or other person responsible for the prospectus shall not incur any liability by reason of the non-compliance or contravention, if (a)... (b)... (c)...	<b>如</b> 第(1)(a)及(b)款所订的任何规定不获遵从或被违反，董事或其他对招股章程负责的人在下列情况下，不会因有关规定不获遵从或被违反而招致任何法律责任— (a) ..... (b) ..... (c) .....
18	Provided that, <b><u>in the event of</u></b> failure to include in a prospectus a statement with respect to the matters contained in paragraph 19 of the Third Schedule, no director or other person shall incur any liability in respect of the failure unless it be proved that he had knowledge of the matters not disclosed.	但 <b>如</b> 招股章程内未载有关于附表 3 第 19 段所载事项的陈述，则除非能证明有关董事或其他人对未披露的事项知情，否则该人不会因为招股章程内未载有该项陈述而招致任何法律责任。
19	<b><u>In the event of</u></b> the Chief Executive in Council being satisfied that the company is being formed with any such object or for any such purpose, he may order the Registrar to refuse registration of the memorandum and articles, and upon receipt of such order, the Registrar shall, notwithstanding the provisions of section 15, refuse registration of the memorandum and articles.	行政长官会同行政会议 <b>如</b> 信纳该公司乃为任何上述目的而组成，可命令处长拒绝将该公司的章程大纲及章程细则注册，而处长在接获该命令后，须拒绝将该公司的章程大纲及章程细则注册，尽管有第 15 条的规定。
20	<b><u>In the event of</u></b> the accounts being audited by a public servant there shall be paid to the Government in respect of such audit a sum	<b>如</b> 帐目由一名公务员审计，则须就上述审计向政府支付一笔款项，数额等于清盘假若是一

equal to the fee which would have been chargeable on the audit of the Official Receiver's accounts if the winding up had been a winding up by the court.	宗由法院作出的清盘本会就审计破产管理署署长的帐目所征收的费用。
--	---------------------------------

上面 20 个句中的“in the event of”都译为“如”，很多人将其与“if”、“when”、“in case”等同起来，但是如果仔细观察“in the event of”引导的条件句，可以发现，其他引导词引导的都是较为中性的常态情况，而几乎所有“in the event of”引导的状况都属于不经常发生、且带有负面结果的大事或坏事，比如第 1、6、7、9、10、11、13、15 句引导的情形为公司清盘以及需要支付的相关费用等，第 2、4、5、12、17 句引导的是违反或不遵从规定、不履行判决等情形，而第 14、16 句涉及分担人去世、破产等情形。只有第 3、8、18、19、20 引导的情形较为中性。因此在翻译“in the event of”时，虽然原文译文大部分仍将其译为“如”，但是“一旦”属于更好的替代译文，更能妥贴描述发生可能性很小的意外事件或后果不堪设想的事件。因此相较“如”一词，“一旦”与“in the event of”的原意更为接近。

第二，“in the event of”译为“一旦”：

序号	英文原文	中文译文
1	A company having the liability of its members limited by the memorandum to such amount as the members may respectively thereby undertake to contribute to the assets of the company <b><u>in the event of</u></b> its being wound up.	公司成员的法律责任，根据章程大纲，限于各成员藉章程大纲承诺在公司 <b>一旦</b> 清盘时所分别分担提供的公司资产的款额，此等公司在本条例中称为担保有限公司。
2	The memorandum of a company limited by guarantee must also state that each member undertakes to contribute to the assets of the company <b><u>in the event of</u></b> its being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the company contracted before he ceases to be a member, and of the costs, charges, and expenses of winding up, and for	担保有限公司的章程大纲，亦须述明每名成员承诺于公司在其成为成员期间或不再是成员之后一年内 <b>一旦</b> 清盘时，分担提供不超过指明款额的所需款额予公司的资产，以用于偿付公司在其仍为成员期间所订约承担的债项或债务，支付清盘的费用、

	adjustment of the rights of the contributories among themselves, such amount as may be required, not exceeding a specified amount.	收费和开支，以及用于调整分担人彼此之间的权利。
3	If the company is to be a company limited by guarantee, the amount that each person who is to be a member is to undertake to contribute to the assets of the company <b>in the event of</b> its being wound up	(如公司将会属担保有限公司)每名将会成为成员的人将会承诺在公司 <b>一旦</b> 清盘时，所分担提供予公司的资产的款额
4	From the date of incorporation mentioned in the certificate of incorporation, the founder members, together with such other persons as may from time to time become members of the company, shall be a body corporate by the name contained in the memorandum, capable forthwith of exercising all the functions of an incorporated company, and having perpetual succession and a common seal, but with such liability on the part of the members to contribute to the assets of the company <b>in the event of</b> its being wound up as is mentioned in this Ordinance.	自公司注册证书所述的成立日期起，创办成员连同不时成为公司成员的其他人，即为一个以章程大纲所载名称为名的法人团体，有能力立即行使一间具法团地位的公司的各项职能，并具有永久延续性及法团印章，而成员的法律责任则一如本条例所述，在公司 <b>一旦</b> 清盘时，需分担提供公司的资产。
5	Where a private company has only one member and that member is the sole director of the company, the company may in general meeting, notwithstanding anything in its articles, nominate a person (other than a body corporate) who has attained the age of 18 years as a reserve director of the company to act in the place of the sole director <b>in the event of</b> his death.	凡某私人公司只有一名成员而该成员是该公司的唯一董事，则不论该公司的章程细则载有任何条文，该公司可在大会上提名一名年满18岁的人(须不属法人团体)为该公司的备任董事， <b>一旦</b> 唯一董事去世，即代替他行事。
6	Subject to compliance with the conditions set out in subsection (9), <b>in the event of</b> the death of the director in respect of whom the reserve director is nominated, the reserve director shall be deemed to be a director of the company for all purposes.	在符合第(9)款列明的条件的情况下，某备任董事的提名所关乎的董事 <b>一旦</b> 去世，该备任董事须就所有目的而言当作为该公司的董事。
7	where a company is about to register as a company limited by guarantee, the assent to its being so registered shall be accompanied by a resolution declaring that each member undertakes to contribute to the assets of the company, <b>in the event of</b> its being wound up while he is a member, or within 1 year after he ceases to be a member, for payment of the debts and liabilities of the company contracted before he ceased to be a member, and of the costs and	如公司即将注册为担保有限公司，成员对公司如此注册所表示的同意，须附上一项决议，声明每名成员承诺于公司在其成为成员期间或不再是成员之后一年内 <b>一旦</b> 清盘时，分担提供不超过指明款额的所需款额予公司的资产，以用于偿付公司在其仍为成员期间所订约承担的债

	expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required, not exceeding a specified amount.	项或债务，支付清盘的费用和开支以及用于调整分担人彼此之间的权利。
8	The powers of an unlimited company on registration as a limited company to increase the nominal amount of its share capital and to provide that a portion of its share capital shall not be capable of being called up except <b>in the event of</b> winding up.	无限公司注册为有限公司后，在增加其股本的面额以及在订定其部分股本不能催缴(除于公司 <u>一旦</u> 清盘外)方面的权力。

上面几个句中的“in the event of”译为“一旦”符合上下文语境，因为第1、2、3、4、7、8句引导的是公司清盘的情形，而第5、6句引导的是董事去世的情形，这些都不是经常发生的情况，发生的几率相对来说还是比较小的，因此译为“一旦”最为合适，该种译法最能传递与原文一致的功能。比如第6句“**in the event of** the death of the director in respect of whom the reserve director is nominated, ...”，其中董事去世是不太经常发生的情况，因此翻译为“一旦”恰恰也能体现这种事件发生的几率较小，译文为“某备任董事的提名所关乎的董事一旦去世，……”。

但是第一种译法即将“in the event of”译为“如”的情形与第二种译为“一旦”的情形有不少相似之处，也就是说，英文原文引导的情形都是表示极为负面或不经常发生的情况，但是译文却并未加以区分。

第三，“in the event of”翻译为“在……时”：

序号	英文原文	中文译文
1	A limited company may by special resolution determine that any portion of its share capital which has not been already called up shall not be capable of being called up, except in the event and for the purposes of the company being wound up, and thereupon that portion of its share capital shall not be capable of being called up except <b>in the event</b> and for the purposes aforesaid.	有限公司可藉特别决议决定其股本中任何尚未催缴的部分均不能催缴，但公司 <u>正在</u> 清盘或为了配合公司清盘的目的，则属例外；因此公司该部分的股本，除有前述的情况及为了配合前述的目的外，否则不能催缴。

2	<p>An unlimited company having a share capital may, by its resolution for re-registration as a limited company under section 19, do either or both of the following things, namely-</p> <p>(a) increase the nominal amount of its share capital by increasing the nominal amount of each of its shares, but subject to the condition that no part of the increased capital shall be capable of being called up except <b><u>in the event</u></b> and for the purposes of the company being wound up;</p> <p>(b) provide that a specified portion of its uncalled share capital shall not be capable of being called up except <b><u>in the event</u></b> and for the purposes of the company being wound up.</p>	<p>任何有股本的无限公司，可藉公司根据第 19 条重新注册为有限公司的有关决议，作出下述两项或其中一项事情—</p> <p>(a) 增加每股股份的面额，从而增加其股本的面额，但须符合以下条件：除公司 <b><u>正在</u></b> 清盘及为了配合公司清盘的目的外，否则所增加的资本完全不能催缴；</p> <p>(b) 订定公司未催缴股本的其中指明部分，除公司正在清盘及为了配合公司清盘的目的外，否则不能催缴。</p>
3	<p>In the case of a company limited by guarantee, no contribution shall, subject to the provisions of subsection (3), be required from any member exceeding the amount undertaken to be contributed by him to the assets of the company <b><u>in the event of</u></b> its being wound up.</p>	<p>如属担保有限公司，在不抵触第 (3) 款的条文下，成员无须作出超过其承诺 <b><u>在公司清盘时</u></b> 会分担提供作为公司资产的款额的分担。</p>
4	<p>In the winding up of a company limited by guarantee which has a share capital, every member of the company shall be liable, in addition to the amount undertaken to be contributed by him to the assets of the company <b><u>in the event of</u></b> its being wound up, to contribute to the extent of any sums unpaid on any shares held by him.</p>	<p>在有股本的担保有限公司清盘时，公司的每名成员除有法律责任分担提供其所承诺 <b><u>在公司清盘时</u></b> 会分担提供作为公司资产的款额外，尚有法律责任就其所持有的任何股份的任何未缴款额作出分担。</p>
5	<p>The term "contributory" (分担人) means every person liable to contribute to the assets of a company <b><u>in the event of</u></b> its being wound up, and for the purposes of all proceedings for determining, and all proceedings prior to the final determination of, the persons who are to be deemed contributories, includes any person alleged to be a contributory.</p>	<p>“分担人”(contributory) 一词指每名 <b><u>在公司清盘时</u></b> 有法律责任分担提供公司资产的人，而就所有为裁定何人须当作为分担人而进行的法律程序，及所有在最终裁定前进行的法律程序而言，亦包括任何被指称为分担人的人。</p>
6	<p>such sum is, under the contract or in the ordinary course of business, payable in a place outside Hong Kong where assets of the company are maintained and under the law of that place the claim in respect of which the</p>	<p>根据该份合约或在通常业务运作中，该笔款项须在公司保有其资产的香港以外地方支付，而根据该地方的法律，<b><u>在清盘之时</u></b>，就该等资产而言，导致该笔款项</p>



	sum is payable is, <b>in the event of</b> a winding up, accorded priority with respect to those assets over claims which under the contract or in the ordinary course of business are payable at any other place	须予支付的申索，相对于根据该份合约或在通常业务运作中须在任何其他地方支付的申索，是具有优先权的
7	Provided that an unregistered company shall not, except <b>in the event of</b> its being wound up, be deemed to be a company under this Ordinance, and then only to the extent provided by this Part.	但非注册公司除 <u>于</u> 清盘时，不得当作为本条例所订的公司，而当作为本条例所订的公司时，亦只限于本部所订定的范围。

上面 7 个句子中“in the event of”译为“在……时”，但是该词并没有表示时间的含义，而是表示如果的条件句引导词，因此语意上译文与原文并不一致，但译文在功能上与原文还是基本一致的。此外，这几个句子也可译为“如、万一”，比如第 5 句可改为“‘分担人’ (contributory) 一词指一旦公司清盘，每名有法律责任分担提供公司资产的人……”。因为公司清盘对社会毕竟也是不寻常的事件，对公司本身更是“万一”状况的大事件，而时间的概念并不重要。

第四，“in the event of”译为“凡”：只有一句是这样翻译的，即“All moneys and securities paid or delivered into any bank pursuant to this Part **in the event of** a winding up by the court shall be subject in all respects to the orders of the court.”译文为“凡属由法院作出的清盘，所有依据本部存入或交付任何银行的款项及保证物，在各方面均须受法院所作命令的规限。”此处译文考虑到主语“all moneys and securities”，因而将一般译为“如属……”改为“凡属……”，突出其包含的范围更广，与“all”相照应。

此处译为“凡”，在功能上与原文无大的差别，但实属不够严谨的翻译。同样的短语结构 (in the event of a winding up)，同样的清盘状况，与前述几种译法保持一致，译为“一旦、如”更为妥当。因为法院作出清盘令，也

是个案状况，对公司本身是偶发的大事件，不属时常发生的常态事件，故将“in the event of”改译为“一旦”是更恰当的翻译，更能传达原文的本意，使译文达到与原文一致的功能。

第五，“in the event of”译为“在……情况下”：只有一句是这样翻译的，即“Any conveyance, mortgage, delivery of goods, payment, execution or other act relating to property made or done by or against a company within 6 months before the commencement of its winding up which, had it been made or done by or against an individual within 6 months before the presentation of a bankruptcy petition on which he is adjudged bankrupt, would be deemed in his bankruptcy a fraudulent preference, shall **in the event of** the company being wound up be deemed a fraudulent preference of its creditors and be invalid accordingly.”译文为“在公司清盘开始前 6 个月内，由公司作出或针对公司作出的任何转易、按揭、货品交付、付款、签立或其他与财产有关的作为，假若是在某个别人士被判定破产的破产呈请提出前 6 个月内，由该名人士作出或针对该名人士作出，本会在其破产案中被当作为一项欺诈优惠者，则在公司清盘的情况下，须当作为一项给予公司债权人的欺诈优惠，并须据此而无效。”此处没有表达出“in the event of”作为条件句引导词的含义，可译为“则一旦公司清盘”，因为毕竟公司清盘不是经常发生的情形，用“一旦”更为合适。该译文只能是勉强表达原意，勉强达到与原文一致的功能。

综上所述，“in the event of”的译法有五种，第四、五种译法“凡”、“在……情况下”比例极低，可列为翻译中的例外情况，可以忽略不计；第三种译法“在……时”可视作表达正在发生的条件状态，也能基本实现与原

文一致的功能，故可以作为合理的译法而接受；而第一种译法“如”虽然所占比例较大，但是根据考察“in the event of”在原文中后面所接的条件或状况，发现译为“一旦”是最合适的译法，尽管译为“如”不影响译文的功能实现，所以代表主流译法的“一旦”是《公司法》中作为“in the event of”的最恰当且值得推荐的译法。

#### 4.4.4 “provided/providing”引导的条件句

在《公司法》中，“provided”有三层含义：

一是作为动词“provide”的被动式，表示“规定”之意，如：“For the purposes of this section, notice of a meeting shall be deemed to be duly given and the meeting to be duly held when the notice is given and the meeting held in manner **provided** by this Ordinance or the articles.”译文：就本条而言，会议通知书如以本条例或章程细则所订定的方式发出，即须当作妥为发出，而任何会议如以本条例或章程细则所订定的方式举行，即须当作妥为举行。此处“provided by this Ordinance or the articles”表示“本条例或章程细则所订定的”的意思。

二是作为动词“provide”的被动式，表示“提供、给予”之意，如：“In the case of a listed company, section 47C(4) authorizes the giving of financial assistance only if the company has net assets which are not thereby reduced or, to the extent that those assets are thereby reduced, if the assistance is **provided** out of distributable profits.”译文：就上市公司而言，只有在净资产不会因给予资助而减少的情况下，或如净资产会因此而减少，亦只有在引致资产减少的

资助是从可分发利润中获得提供的情况下，第 47C(4)条始许可给予资助。此处“the assistance is provided”表示“给予资助”的意思。

三是表示“但书”，如：“**Provided** that before a licence is so revoked, the Registrar shall give to the body notice in writing of his intention, and shall afford it an opportunity of being heard in opposition to the revocation.”译文：但处长在如此撤销特许证前，须向该团体发出书面通知，说明其意图，并须给予该团体就反对该项撤销而陈词的机会。此处“provided that”译为“但”，表示转折意义的但书，是法律英语中一种较为固定的表达模式。“provided that”这种用法在《公司法》中颇为常见，再如，“Provided that proceedings to recover any such loss, damages, or costs shall not be commenced after the expiration of 2 years from the date of the allotment.”译文：但在分配日期起计 2 年届满后，不得提出追索该等损失、损害赔偿或费用的法律程序。

但是令人颇感意外，整部《公司法》中没有“provided that”表示“条件”的用法，而且与“provided that”属于同一组类似用法的“providing that”也没有在《公司法》中出现。只有“provide for”表示“为……订立条文、为……作出规定”之意，但这同样不是表示条件的意思。这一发现与通常以为“provided/providing that”表示“条件”的观点显然不一致，这至少说明该组词语在《公司法》中不是表达“条件”的常用引导词。

#### 4.4.5 “should”引导的条件句

“should”在《公司法》中共出现 39 次，但均表示“应、应该、应当”或不译以表示将来时态，如：“If the Official Receiver is of the opinion that the

remuneration of a liquidator as determined under subsection (2)(a) **should** be reviewed the Official Receiver may apply to the court, and the court may make an order confirming, increasing or reducing the remuneration of the liquidator.”

其译文为：如破产管理署署长认为根据第(2)(a)款厘定的清盘人酬金应予检讨，破产管理署署长可向法院申请，而法院可作出命令，以确认、增加或削减清盘人的酬金。此处“should”译为“应”。再如：“Where the petition is presented by members of the company as contributories on the ground that it is just and equitable that the company **should** be wound up, the court shall not refuse to make a winding-up order on the ground only that some other remedy is available to the petitioners unless it is also of opinion that they are acting unreasonably in seeking to have the company wound up instead of pursuing that other remedy.” 译文：呈请是由公司成员以分担人身份提出，其理由是将公司清盘是公正公平的，法院不得仅以呈请人尚有其他补救方法而拒绝作出清盘令，但如法院同时认为呈请人寻求将公司清盘而不采用该其他补救方法属不合理，则属例外。此处“should”译为“将”，表示一般将来时态。

因此整部《公司法》中出现的“should”均无表示“条件”之意，这也说明“should”在《公司法》中并不是一个常用的条件句引导词，无表示“如果”之意。但是“should”一词表示条件句引导词的用法在商务合同中较为常见，因为在合同中时常要表示“假设、虚拟”的状况（比如天灾人祸的发生），但在法例法规中表示这种可能性较小的假设情形是极为少见的。

## 4.5 小结

本章首先通过分析《公司法》中出现的几个条件句引导词，包括“if”、“where”、“when”、“in the event of”和“in (the) case of”，以考察各个条件句的不同译法，以及不同译法是否恰当充分地表达了原意，以及是否实现了与原文一致的功能。虽然各个条件句引导词的译法多种多样，但仍有规律可循，常见译法不外乎如下几种：“如”、“若”“凡”、“在……情况下”、“在……时”、不译等。“在……情况下、在……时、或不译”这几种译法虽然在语意上未能表达或大大削减了条件句引导词表示如果的意思，但从整体内容或整个句子来看，并不影响读者理解原文，因而笔者认为译文基本实现了与原文一致的功能或意图。而“倘”、“若”等词与“如”为同义词，译文实现了与原文同等的功能，由此可见，《公司法》的中文译文并不是完全遵循了同一性翻译原则。

下面分别对这几个条件句引导词作一归纳：

1) “if”引导的条件句可分为三种情形，一是引导真实条件句，使用一般时或一般完成时，此时89%的情况下都译为“如”，也可译为“倘、倘若、在……时”或不译；二是引导非真实条件句，即使用虚拟语气，表示假设性程度较高或与事实相反的情形，这时均译为“假若、若、假使”；第三引导多个条件句时，译为“在……情况下/如有下述情况”。

2) 50% “where”引导的条件句都译为“凡”，“if”与“where”在写作与翻译上都存在差别：写作的差别在于，“if”通常引导的是事态重要性较低的条件（condition），而“where”后面接的是包含范围较大，事态较

为重要的情形 (case)；而翻译的差别在于，“if”译为“如”，而“where”通常译为“凡”。

3) “when”在《公司法》中作为条件句引导词出现的只有5次，笔者没有发现英文原文在使用“when”时有什么特别用意或区别于“if”之处，中文译文为“如”，这与“if”常用的译文“如”也是一致的，可见，“when”与“if”在引导条件句时并没有太大差别。

4) 《公司法》在写作与翻译中没有区分“in case of”与“in the case of”，前者表示如果的情况，或者很少发生的情形，而后者则是一般的连接词表示“在……情况下、就……而言、至于”，在写作与翻译中都不可将二者混淆。因此，法律起草人员或翻译人员在今后使用或翻译过程中需注意这个问题。

5) “in the event of”引导的状况绝大部分都属于不经常发生、且带有负面性质的大事或坏事，比如公司清盘、违反条文规定、当事人去世、破产或无力偿债等。因此在翻译“in the event of”时，虽然原文译文大部分仍将其译为“如”，但是“一旦、万一”属于更好的替代译文，更能妥贴描述意外事件或后果不堪设想的事件。

6) 而另外两组也属于条件句引导词一类的“providing/provided that”与“should”在《公司法》中没有作为条件句引导词出现，前者仅以“但书”的形式出现，而后者仅以其在普通英文中“应、应该”的用法出现。

虽然笔者尽量去对比区分这几个条件句引导词的用法和译法，但发现英文写作与中文翻译中随意使用引导词的情况较为严重，最典型的一个例子是英文原文中多次提到“公司清盘”，这时条件句引导词有“in the event of”（相应的中文译文有“如、一旦、在……时”），也有“if”（相应的中文

译文有“假若”），也有“in the case of”和“in case of”（相应的中文译文有“在……情况下”），从下表可以看出，英文原文与中文译文对这几个条件句引导词并没有明显的区分。

1	<b>if</b> the winding up had been a winding up by the court <b>假若</b> 是一宗由法院作出的清盘
2	<b>in the case of</b> a winding up <b>在</b> 该宗清盘中
3	General Power of Court <b>in case of</b> Winding Up by Court <b>在</b> 由法院作出清盘 <b>的情况</b> <b>下</b> 法院所具的一般权力
4	<b>In the event of</b> the winding up of a company re-registered in pursuance of this section <b>如</b> 依据本条重新注册的公司清盘
5	<b>in the event of</b> winding up (公司) <b>一旦</b> 清盘
6	<b>in the event of</b> a winding up <b>在</b> 清盘 <b>之时</b>
7	<b>in the event of</b> a winding up by the court <b>凡</b> 属由法院作出的清盘

虽然写作人员在法律条文的写作过程中，对条件句引导词并没有严格区分、使用的较为随意，而译者在翻译过程中也没有对其加以区分，但是笔者仍然从中归纳出条件句引导词的几种主导译法，以及引导词之间的一些差别。

此外，本章通过重点考察《公司法》中出现的以“if”与“where”引导的条件句，得出如下几种翻译情形。“if”引导的条件句主要有如下两种情形：“if”从句 + 主句（英文）→“如”从句 + 主句（中文）；主句 + “if”从句（英文）→“如”从句 + 主句（中文）。“where”引导的条件句主要有如下两种情形：“where”从句 + 主句（英文）→“凡”从句 + 主句（中文）；“where”从句 + 主句（英文）→“如”从句 + 主句（中文）。也就是说，不论“if”与“where”在句子中的位置如何，译文通常是将条件句放在译文句首处理的，这也符合中文本身的表达习惯，即从句通常放在主句的句首，也是因为主句才是整个句子的核心内容，即重心后置（end focus）的语法特征。这里的中文将从句放在句首，也包括部分主句的主语放在从句



前面的表达。因此，我们在处理这一类的条件句翻译时，要记住这一翻译技巧或原则，即英文的条件句可前可后，但中文的条件句大部分是放在主句前面的。笔者根据提炼出来的条件句句式结构，希望为译者在翻译条件句时提供参考，从而更好地保证译文的一致性和同一性，更准确地反映出原作者使用该相同词语的意图。

## 第五章：研究发现和结论

### 5.1 研究发现

本文通过对香港双语法例第 32 章《公司法》的研究，采用描写的研究方法分析《公司法》的翻译，尤其是包含条件状语从句条款的翻译。尽管之前也有学者从条件句的角度来分析法律文本，但是从具体文本或以语料为基础研究条件句的并不多。本文对翻译理论和翻译实践的研究成果如下：

首先，理论方面的研究成果：笔者通过回顾总结翻译类型学的理论，发现不同学者对法律文本类型的看法意见不一，据此提出对法律文本类型的新观点，即当译文功能与原文功能一致的时候，法律文本的功能是感染型；当译文功能与原文功能不一致的时候，原文功能是感染型，译文功能可以是信息型，也可以是表情型。因为香港双语法例具有同等的法律效力，其译文功能与原文功能是一致的，因此香港双语法例文本应为感染型文本，而在感染型文本中，功能或意图是最重要的。

其次，实践方面的研究成果：本文基于上述法律文本类型的观点，对《公司法》中大量条件句引导词的不同译法进行了具体分析，以考察不同译法是否实现了与原文一致的功能。对于翻译实践方面的研究成果主要体现在法律文本中条件句的翻译，归纳起来包括以下几点研究发现：

第一，条件句的重要性：虽然以前也有学者论述过条件句的重要性，但他们的论述基本上都基于阅读英文法律文本的主观印象，究竟条件句有多重要，笔者第一次以香港最厚重的一部法律——《公司法》——为基础作了统计，尽管该统计方法简单，但却让读者对条件句有了较为全面的认识。整个《公

司法》全文共计 2247 个句子中（以句号为标记），其中条件句有 987 句，占句子总量的 44%，可以极有把握地指出，条件句是法律条文中的主导句型，对条件句的研究无论从法律写作或翻译角度都有举足轻重的意义。

第二，“if”与“where”引导的条件句占主导地位：在《公司法》条例中，以“if”与“where”为引导词的条件句分别出现 872 次与 668 次（以引导词的出现频率计算），分别占有所有条件句引导词的 45%和 34%，处于次要地位的条件句由“in (the) case of”、“in the event of”和“when”引导，这几个引导词引导的条件句所占比例仅为 21%。

第三，主要条件句引导词的译法：

1) 条件句引导词“if”和“where”的中文译法较多，比如“如”、“倘若”、“假使”、“凡”等；但 89%的“if”译为“如”，而 50%的“where”译为“凡”；

2) 其他次要译法包括：“倘”、“若”、“在……情况下”、“在……时”、或不译等。可见在实际的法律文本写作和翻译中，写作人员和译者并未完全遵循法律写作和翻译同一性原则，而会使用某个词语的同义词或近义词，或根据具体上下文语境灵活变通；就翻译而言，译法则更为多样化，也就是说，客观描写得出的结果与规定性译法是有一定距离的。但是总体来说，香港《公司法》的译者还是遵循了同一性的翻译原则<sup>34</sup>。

3) 但是值得注意的是，当“if”引导非真实条件句时，即使用虚拟语气，表示假设性程度较高或与事实相反的情形，这时均译为“假若、若、假使”，说明译者注意到其与“如”的区别。

---

<sup>34</sup> 极少数条件句引导词的译法仍可遵循同一性翻译原则。笔者认为在法律文本中，除非原文也是不厌其烦地使用近义词或同义词，译文需要按照原文风格来处理，否则原文使用同一个词汇时，译文无需更换使用不同的近义词，因为法律文体最重要的一个特征就是要保证法律用语的一致性。

第四，其他条件句引导词的译法：

除了前述对“if”和“where”的译法分析，本文对《公司法》分析得出的结论，与之前李克兴（2008: 71-77）对法律文本条件句引导词的观点存在不一致的地方：

1) “should”没有表示“如果”之意，都是作为其本意“应、应该”出现；

2) “providing/provided that”均以“但书”的形式出现，没有表示“如果”之意；

3) “when”以条件句引导词形式出现的仅有5次（译为“如”），说明“when”在《公司法》中不是一个常用的条件句引导词；

4) “in the event of”引导的状况绝大部分都属于不经常发生、且带有负面性质的大事或坏事，因此在翻译“in the event of”时，“一旦、万一”属于更好的替代译文，更能妥贴描述意外事件或后果不堪设想的事件。

5) “in case (of/that)”与“in the case (of/that)”两者大有差别，但是在《公司法》中无论是英文写作还是中文翻译都没有将两者严格区分。前者表示如果的情况，或者很少发生的情形，一般译为“如果、假使、万一”，而后者则是一般的连接词，表示“在……情况下、就……而言、至于”，因此在写作与翻译中都不可将二者混淆。而仅出现4次的“in case of”引导的均是不经常发生或带有负面性质的状况，虽然译为“如”，但根据原文意思，译为“一旦、万一”是更恰当的译法。

第五，主导条件句句型的翻译模式：根据对《公司法》的具体文本分析，“if”引导的条件句有两种翻译模式：“if”从句 + 主句 → “如”从句 + 主

句；主句 + “if” 从句 → “如” 从句 + 主句；“where” 引导的条件句有两种翻译模式：“where” 从句 + 主句 → “凡” 从句 + 主句；“where” 从句 + 主句 → “如” 从句 + 主句。

第六，“if” 与 “where” 等条件句引导词的差别及其对译者的启示：

1) “if” 与 “where” 在写作与翻译上都存在差别，写作的差别在于，“if” 表示单纯的条件，通常引导的是事态重要性较低的条件（condition），而 “where” 本身指的就是某一范围内的一切情况，后面引导范围较大、事态较为重要的情形（case），当两者出现在同一句子时，在主次和先后顺序上都有明显差别；而翻译的差别在于，“if” 译为 “如”，而 “where” 通常译为 “凡”。虽然库德（Coode, 1848）初步认为 “if” 与 “where” 两者用法上有差别，但本研究的发现从量的角度加强并证实了这一观点；

2) 虽然 “if” 与 “where” 两个条件句引导词有区别，但是其他几个引导词的区别并不明显，比如很多情况下英文中 “when” 与 “if” 是可以相互替换的，中文译文为 “如”，“in (the) case of” 与 “if” 区别也不大，中文译文也类似，译为 “如” 或 “在……情况下”；

3) 相较 “if、when、in (the) case of” 引导的情况一般较为中性，属于常态事件，“in the event of” 引导的状况绝大部分都属于不经常发生、且带有负面结果的大事或坏事<sup>35</sup>；

4) 虽然通过对《公司法》的文本分析可看出条件句引导词之间的一些差别，但是很多时候条件句引导词的使用仍然较为随意，尽管如此，仍可看

---

<sup>35</sup> 虽然 “in case of” 引导的也是不经常发生或带有负面性质的状况，但是毕竟数量有限，不具说服力。

出“if”大多数情况译为“如”，“where”大部分情况译为“凡”，以及“when”均译为“如”，“in case of”均译为“如”。

第七，条件句不同译法对译文功能的影响：“if”、“where”、“when”、“in (the) case of”、“in the event of”这几个主要条件句引导词虽然译法不同，不同译法在语意上有所差别（比如“在……情况下、在……时、或不译”等译法在语意上未能表达或大大削减了条件句引导词表示“如果”的意思），但从整体内容或整个句子来看，并不影响读者去理解原文，因而笔者认为译文功能基本实现了与原文一致的功能或意图。而“倘”、“若”等词与“如”为同义词，可替换使用，因此译文实现了与原文相同的功能。也就是说，既然条件句引导词的不同译法并不影响或基本上不影响译文功能的实现，那么在法律文本翻译过程中也是可以采用不同译法的。但是如果尽可能符合法律句型和专有词语翻译一致性和同一性的要求，笔者建议：就香港的法例英译中而言，除中文行文词语搭配有特殊要求外，对原文中同一个词语的翻译没有必要使用不同的译法，比如将“if”译为“如”，将“where”译为“凡”。此外，即使原文在表示条件的时候使用了“if、when、in (the) case of”等多个引导词，但在翻译中如没有特殊意图或表达特别含义，也可使用同一种译法。

## 5.2 研究展望

本文研究分析得出的研究发现，比如对《公司法》中条件句引导词的数据统计以及对数据的考察分析，对法律英语写作和法律教学很有帮助，可以让法律文本的写作和翻译人员（尤其是法律翻译的学生）对条件句的引导词

如何使用和如何翻译有个较系统清晰的了解。再比如归纳出来的“if”与“where”的翻译模式对译者如何有效地翻译条件句以及对二者的区分可帮助法律写作人员和翻译人员提供参考。而且本文通过分析对比几个条件句引导词及其译法，可从中看出各个引导词的使用频率以及较为常用的译法，这可以为译者在翻译条件句时提供译法参照。

虽然本文有上述的研究发现和研究成果，但是仍存在不足之处：笔者对《公司法》中的条件句进行了较为详细的分析，但由于篇幅有限，并没有穷尽每一个条件句，而是采用抽样的研究方法。本文发现各个条件句引导词很多时候无论在写作还是翻译上没有严格区分，鉴于条件句是法律文本中最重要的句式结构，因此笔者认为今后仍可对其进行更深入的分析研究，建议后续研究者将研究对象扩充到其他类别的双语法律文本，以发现其他法律文本是否对这几个条件句引导词也作出了严格区分。此外，本文得出的条件句翻译模式有待法律文本的译者在今后的翻译过程中检验并加以完善。

## 附录一：“if”引导的条件句<sup>36</sup>

1	英文原文	In exercising, as regards any purpose of this Ordinance, the power conferred on him by subsection (1), the Registrar may, if [5] <sup>37</sup> he thinks fit, specify 2 or more different forms to be used in respect of that purpose, in different circumstances.
	中文译文	处长就本条例的任何目的行使其获第(1)款授予的权力时，如他认为合适，可指明 2 款或多于 2 款的不同格式，以供在不同的情况下就该目的而使用。
2	英文原文	An application under this section may be made- (a) by the holders of not less in the aggregate than 5 per cent in nominal value of the company's issued share capital or any class thereof or, if [10] the company is not limited by shares, not less than 5 per cent of the company's members; or (b) ...
	中文译文	根据本条提出的申请，可由下述人士提出— (a) 持有总额不少于百分之五的公司已发行股本面值或任何类别股本面值的人，或如公司并非股份有限公司，则公司成员中不少于百分之五的成员；或 (b) ...
3	英文原文	In the case of an unlimited company the articles shall state the number of members with which the company proposes to be registered and, if [15] the company has a share capital, the amount of share capital with which the company proposes to be registered.
	中文译文	如属无限公司，章程细则须说明公司建议注册的成员数目；如属有股本公司，则亦须说明公司建议注册的股本数额。
4	英文原文	Without prejudice to the generality of subsection (1), the incorporation form shall contain- (a) the name of the company intended to be incorporated; (b) the intended address of the company's registered office in Hong Kong; (c) a statement as to whether the company is to be a company limited by shares, a company limited by guarantee or an unlimited company; (d) if [20] the company is to be a company limited by shares or limited by guarantee, a statement as to whether it is to be a private company; ...
	中文译文	在不损害第(1)款的一般性的原则下，法团成立表格须载有下述详情— (a) 拟成立为法团的公司名称； (b) 公司在香港的注册办事处拟采用的地址； (c) 一项陈述，说明公司将会属股份有限公司、担保有限公司或无限公司； (d) (如公司将会属股份有限公司或担保有限公司)一项陈述，说明它是否会属一间私人公司； ...
5	英文原文	The said requirement is that the resolution- (a) shall state the manner in which the liability of the members of the company is to be limited and, if [25] the company is to have a share capital, what that capital is to

<sup>36</sup> 这里挑选的“if”条件句不包括“as if”（译为：犹如）与“if any”（译为：如有的话），原因在于“as if”不属于条件句，而“if any”较为短小，且均译为“如有的话”。



		be; and (b)...
	中文译文	上述规定指— (a) 有关决议须说明公司成员的法律责任会以何种方式加以限制；如公司会有股本，则须说明股本会有多少；及 (b)...
6	英文原文	if [30] the name of the association is in English, the word "Limited" to its name;
	中文译文	(如该组织的名称是英文名称)在其名称中加入“Limited”一字；
7	英文原文	If [35] a company fails to comply with subsection (1A), the company and every officer of the company who is in default is liable to a fine and, for continued default, to a daily default fine.
	中文译文	如公司没有遵从第(1A)款的规定，该公司及其每名失责高级人员均可处罚款，如属持续失责，则可处按日计算的失责罚款。
8	英文原文	If [40] a company makes default in complying with a direction under this section, it shall be liable to a fine and, for continued default, to a daily default fine.
	中文译文	如公司因没有遵从根据本条发出的指示而构成失责，该公司即可处罚款，如持续失责，则可处按日计算的失责罚款。
9	英文原文	This section shall not prevent a subsidiary which is a member of its holding company from accepting and holding further shares in its holding company if [45] such further shares are allotted to it as fully paid up in consequence of a capitalization of reserves or profits by such holding company.
	中文译文	本条并不阻止一间作为其控股公司成员的附属公司，接受及持有更多其控股公司的股份，但该等股份须是该控股公司在将储备或利润资本化后，作为全部缴足股款的股份分配予该附属公司的。
10	英文原文	Contracts on behalf of a company may be made as follows- (a) a contract which if [50] made between private persons would be by law required to be in writing and under seal, may be made on behalf of the company in writing under the common seal of the company; (b) a contract which if [51] made between private persons would be by law required to be in writing, signed by the parties to be charged therewith, may be made on behalf of the company in writing signed by any person acting under its authority, express or implied; (c) a contract which if [52] made between private persons would by law be valid although made by parol only, and not reduced into writing, may be made by parol on behalf of the company by any person acting under its authority, express or implied.
	中文译文	代表公司订立的合约，可按下列方式订立— (a) 凡合约如在个人之间订立，则法律规定须以书面形式订立并须盖上印章者，可由公司的代表以书面形式订立并盖上公司法团印章； (b) 凡合约如在个人之间订立，则法律规定须以书面形式订立并由承担合约责任各方签署者，可由公司的代表以书面形式订立，并由根据公司明订或默示的授权而行事的人签署； (c) 凡合约虽只以口头方式订立而无书面记录，但如由个人订立则在法律上会有效者，可由根据公司明订或默示的授权而行事的人代表公司以口头方式订立。

<sup>37</sup> “[ ]”表示“if”在《公司法》中的出现次序，其中逢五的句子抽样出来以分析其译法和翻译模式。

11	英文原文	A company whose objects require or comprise the transaction of business outside Hong Kong, may, if [55] authorized by its articles, have for use in any territory, district, or place not situate in Hong Kong, an official seal, which shall be a facsimile of the common seal of the company, with the addition on its face of the name of every territory, district, or place where it is to be used.
	中文译文	任何公司，如其宗旨需要或包括在香港以外进行业务交易，可在其章程细则许可下，在香港以外的任何领域、地区或地方备有一个正式印章，以供使用；该正式印章须为该公司法团印章的复制品，但须在其印面加上该正式印章会被使用的有关领域、地区或地方的名称。
12	英文原文	In the event of non-compliance with or contravention of any of the requirements of this section, a director or other person responsible for the prospectus shall not incur any liability by reason of the non-compliance or contravention, if [60]- (a) as regards any matter not disclosed, he proves that he was not cognisant thereof; or (b) he proves that the non-compliance or contravention arose from an honest mistake of fact on his part; or (c) the non-compliance or contravention was in respect of matters which in the opinion of the court dealing with the case were immaterial or was otherwise such as ought, in the opinion of that court, having regard to all the circumstances of the case, reasonably to be excused.
	中文译文	如本条任何规定不获遵从或被违反，董事或其它对招股章程负责的人在下列情况下，不会因有关规定不获遵从或被违反而招致任何法律责任— (a) 该人能证明自己对于任何未有披露的事项并不知情；或 (b) 该人能证明有关规定不获遵从或被违反乃由于其本人诚实地犯了一项事实上的错误所致；或 (c) 处理有关案件的法院，认为有关规定不获遵从或被违反所关事项并不具关键性，或该法院于顾及此案的所有情况后，认为有关规定不获遵从或被违反理应获得宽宥。
13	英文原文	If [65] any prospectus is issued in contravention of this section the company and every person who is knowingly a party to the issue thereof shall be liable to a fine.
	中文译文	如招股章程违反本条而发出，则有关公司及每名明知自己是发出招股章程其中一方的人，均可处罚款。
14	英文原文	A translation mentioned in subsection (4) shall be- (a) certified by the person making the translation as a correct translation; and (b) deemed to be certified in the prescribed manner if [69] the person making the translation has been certified, by the appropriate person mentioned in subparagraph (i) or (ii), as a person believed by that appropriate person to be competent to translate it into the English or Chinese language, as the case may be, that is to say- (i) if [70] the translation be made outside Hong Kong- (A) a notary public in the place where the translation is made; (B) such other person as may be specified by the Commission; or (C) such other person belonging to a class of persons specified by the Commission, by notice published in the Gazette, for the purposes of this paragraph;
	中文译文	第(4)款所述的译本— (a) 须由该译本的制备者核证为正确译本；及 (b) 的制备者如已由第(i)或(ii)节所述的适当的人核证为他相信是有足够能力将有关文件译成英文或中文(视属何情况而定)，则该译本须当作已按订明方式核证

		— (i) 如该译本在香港以外制备— (A) 制备该译本所在的地方的公证人； (B) 监察委员会指明的其它人；或 (C) 属于监察委员会为施行本段藉在宪报刊登的公告指明的某类别人士的其它人；
15	英文原文	A person who, apart from this subsection would under subsection (1) be liable, by reason of his having given a consent required of him by section 38C, as a person who has authorized the issue of a prospectus in respect of an untrue statement purporting to be made by him as an expert, shall not be so liable if [75] he proves- (a) that, having given his consent under the said section 38C to the issue of the prospectus, he withdrew it in writing before delivery of a copy of the prospectus for registration; or (b) ... (c) ...
	中文译文	任何人如若非因本款即会因给予第 38C 条规定其所须给予的同意而作为招股章程的批准发出者就一项看来是由其以专家身分作出的不真实陈述根据第(1)款负上法律责任，如其能证明下述其中一项，则无须如此负上法律责任— (a) 该人根据第 38C 条对发出招股章程给予同意后，已在一份招股章程交付注册前，书面撤回同意；或 (b) ... (c) ...
16	英文原文	For the purposes of this subsection, a sum shall be deemed to have been paid to and received by the company if [80] a cheque for that sum has been received in good faith by the company and the directors of the company have no reason for suspecting that the cheque will not be paid.
	中文译文	就本款而言，如该公司已真诚收到缴付该款项的支票，而该公司的董事并无理由怀疑该支票会不获兑现，则该笔款项须当作已付予该公司及已由该公司收到。
17	英文原文	For the purposes of this section- (a) a statement included in a statement in lieu of prospectus shall be deemed to be untrue if [85] it is misleading in the form and context in which it is included; and (b) ...
	中文译文	就本条而言— (a) 载列于代替招股章程陈述书内的任何陈述，如就其载列形式及载列之处的文意而言，是具误导性的，则须当作为不真实陈述；及 (b) ...
18	英文原文	Where a prospectus, whether issued generally or not, states that application has been or will be made for permission for the shares or debentures offered thereby to be listed on any stock exchange, any allotment made on an application in pursuance of the prospectus shall, whenever made, be void if [90] the permission has not been applied for before the 3rd day after the first issue of the prospectus or if [91] the permission has been refused before the expiration of 3 weeks from the date of the closing of the subscription lists or such longer period not exceeding 6 weeks as may, within the said 3 weeks, be notified to the applicant for permission by or on behalf of the stock exchange.
	中文译文	凡公开发出或非公开发出的招股章程，载明已申请或会申请批准将藉其作出要约的股份或债权证，在任何证券交易所上市，如在首次发出该招股章程后的第 3 天前仍未提出批准申请，或在由结算认购名单日期起计的 3 个星期届满前，或在证

		券交易所或其代表于上述该3个星期内知会申请人的不超过6个星期的较长期限前，有关的批准已被拒绝，则就据该招股章程提出的申请而作出的分配，不论于何时作出，均属无效。
19	英文原文	For the purposes of this section, permission shall not be deemed to be refused if [95] it is intimated that the application for it, though not at present granted, will be given further consideration.
	中文译文	就本条而言，如获知会有关申请现时虽未获批准，但将会获得进一步考虑，则有关批准并不当作已被拒绝。
20	英文原文	If [100] default is made in complying with the provisions of this section relating to the delivery to the Registrar of the statement in the specified form, the company and every officer of the company who is in default shall be liable to a fine.
	中文译文	如因没有遵从本条中关于将具指明格式的陈述书交付处长的条文规定而构成失责，有关公司及其每名失责高级人员均可处罚款。
21	英文原文	In the case of a listed company, section 47C(4) authorizes the giving of financial assistance only if [105] the company has net assets which are not thereby reduced or, to the extent that those assets are thereby reduced, if [106] the assistance is provided out of distributable profits.
	中文译文	就上市公司而言，只有在净资产不会因给予资助而减少的情况下，或如净资产会因此而减少，亦只有在引致资产减少的资助是从可分发利润中获得提供的情况下，第47C(4)条始许可给予资助。
22	英文原文	This section does not permit financial assistance to be given by a subsidiary, in a case where the acquisition of shares in question is or was an acquisition of shares in its holding company, if [110] it is also a subsidiary of a listed company which is itself a subsidiary of that holding company.
	中文译文	凡所涉及的股份收购在现时或以前是一项某附属公司的控股公司的股份收购，如该附属公司亦是一间上市公司的附属公司，且该上市公司本身是上述控股公司的附属公司时，则本条并不准许该附属公司给予资助。
23	英文原文	If [115] such an application is made, the company shall forthwith give notice in the specified form of that fact to the Registrar.
	中文译文	如有人提出此项申请，公司须随即以具指明格式的通知书将此事通知处长。
24	英文原文	A special resolution passed by a company is not effective for purposes of section 47E-(a) unless the statement required by section 47E(6) is available for inspection by members of the company at the meeting at which the resolution is passed; (b) if [120] it is cancelled by the court on an application under this section.
	中文译文	就第47E条而言，公司所通过的特别决议并无效力— (a) 但如在通过该决议的大会上，备有第47E(6)条所规定的陈述书，供与会的公司成员查阅者则除外； (b) 如法院应根据本条提出的申请将该特别决议取消。
25	英文原文	Subject to subsection (5), the issuing company is to be regarded for the purposes of this section as having secured at least a 90 per cent equity holding in another company in pursuance of such an arrangement as is mentioned in subsection (1) if [125] in consequence of an acquisition or cancellation of equity shares in that company (in pursuance of that arrangement) it holds equity shares in that company (whether all or any of those shares were acquired in pursuance of that arrangement, or not) of an aggregate nominal value equal to 90 per cent or more of the nominal value of that company's equity share capital.
	中文	在符合第(5)款的规定下，如由于依据第(1)款所述的安排收购或取消另一公司的

	译文	权益股份，以致发行公司持有该另一公司的权益股份(不论该等股份是否全部或部分依据该项安排而收购得来)，而发行公司所持有该等股份的总面值，相等与或多于该另一公司的权益股本面值的百分之九十，则就本条而言，发行公司即视作已依据该项安排取得该另一公司最少百分之九十的股份的权益。
26	英文原文	Notwithstanding subsections (1) and (2) but subject to sections 49, 49A, 49F, 49G, 49H, 49I(4) and (5), 49P, 49Q, 49R and 49S, except that such purchases may be made either out of or otherwise than out of its distributable profits or the proceeds of a fresh issue of shares, a listed company and an unlisted company limited by shares or limited by guarantee and having a share capital may, if [130] authorized to do so by its articles, purchase its own shares (including any redeemable shares) in order to- (a) settle or compromise a debt or claim; (b) eliminate a fractional share or fractional entitlement or in the case of a listed company, an odd lot of shares; (c) fulfil an agreement in which the company has an option or is obliged to purchase shares under an employee share scheme which had previously been approved by the company in general meeting; or (d) comply with an order of the court under section 8(4), 47G(5) or 168A(2).
	中文译文	即使第(1)及(2)款另有规定，在符合第 49、49A、49F、49G、49H、49I(4)及(5)、49P、49Q、49R 及 49S 条的规定下，但属于或不属于从可分发利润或从发行新股份所得收益中拨款购买本身股份的情况除外，任何上市公司及非上市股份有限公司或有股本的非上市担保有限公司，如其章程细则许可，均可购买本身的股份(包括任何可赎回股份)，以一 (a) 就任何债项或申索作出和解或妥协； (b) 消除不足一股的股份或零碎的权利；如属上市公司，则消除碎股； (c) 履行下述协议，该协议为根据公司先前已在大会上批准的雇员股份计划，公司具有购买股份的选择权或有义务购买股份；或 (d) 遵从法院根据第 8(4)、47G(5)或 168A(2)条所作出的命令。
27	英文原文	A special resolution to confer, vary, revoke or renew authority under subsection (3) is not effective if [135] any member of the company holding shares to which the resolution relates exercises the voting rights carried by any of those shares in voting on the resolution and the resolution would not have been passed if [136] he had not done so and for this purpose- (a) a member who holds shares to which the resolution relates is regarded as exercising the voting rights carried by those shares not only if [137] he votes in respect of them on a poll on the question whether the resolution shall be passed, but also if [138] he votes on the resolution otherwise than on a poll; (b) notwithstanding anything in the company's articles, any member of the company may demand a poll on that question; and (c) a vote and a demand for a poll by a person as proxy for a member are the same respectively as a vote and a demand by the member.
	中文译文	根据第(3)款授予、更改、撤销或重订权限的特别决议，在下述情况中并无效力：持有与该项决议有关的股份的公司成员，行使该等股份所附有的表决权，就该项决议进行表决，而假若该等成员不曾如此表决，则该项决议不会获通过，并且就此而言— (a) 持有与该项决议有关的股份的成员，不仅在就该项决议应否通过的问题上以

		投票方式表决，会被视为行使该等股份所附有的投票权，而且在就该项决议以投票以外的方式表决，亦被视为行使该等表决权； (b) 即使公司的章程细则有任何规定，公司的任何成员均可要求就该问题以投票方式表决；及 (c) 由某名成员的代表表决及提出要求以投票方式表决，等同由该名成员自行表决及自行提出要求。
28	英文原文	A special resolution to confer, vary, revoke or renew authority under subsection (3) is not effective for the purposes of this section unless (if [139] the proposed contract is in writing) a copy of the contract or (if [140] not) a written memorandum of its terms is available for inspection by members of the company both- (a) at the company's registered office for not less than 15 days ending with the date of the meeting at which the resolution is passed; and (b) at the meeting itself.
	中文译文	就本条而言，根据第(3)款授予、更改、撤销或重订权限的特别决议并无效力，除非备有(如建议的合约属书面形式)合约的一份副本，或(如非属书面形式)一份载有该项合约的条款的书面备忘录— (a) 在公司的注册办事处供公司成员查阅，为期不少于 15 天，而最后一天须是通过该项决议的会议日期；及 (b) 在该次会议上供公司成员查阅。
29	英文原文	Where a company enters into a contract approved under section 49BA(1)(c), 49D or 49E, the company shall keep at its registered office- (a) if [144] the contract is in writing, a copy of it; and (b) if [145] not, a memorandum of its terms,
	中文译文	凡公司订立根据第 49BA(1)(c)、 49D 或 49E 条认可的合约，该公司须在其注册办事处备存— (a) (如合约属书面形式)该合约的副本一份；及 (b) (如合约并非属书面形式)该合约条款的备忘录一份，
30	英文原文	If [150] the shares are redeemed or purchased wholly or partly out of the proceeds of a fresh issue and the aggregate amount of those proceeds is less than the aggregate nominal value of the shares redeemed or purchased, the amount of the difference shall be transferred to the capital redemption reserve.
	中文译文	如股份乃全部或部分从发行新股份所得收益中拨款赎回或购买，而该等收益的总额小于所赎回或购买的 股份的总面值，则两者的差额须拨入资本赎回储备。
31	英文原文	Subject to subsection (6), if [155] the permissible capital payment is greater than the nominal amount of the shares redeemed or purchased- (a) the amount of any capital redemption reserve, share premium account or fully paid share capital of the company; and (b) any amount representing unrealised profits of the company for the time being standing to the credit of any revaluation reserve maintained by the company, may be reduced by a sum not exceeding (or by sums not in the aggregate exceeding) the amount by which the permissible capital payment exceeds the nominal amount of the shares.
	中文译文	在符合第(6)款的规定下，如容许资本付款额大于所赎回或购买的股份的面额，则— (a) 公司的任何资本赎回储备、股份溢价帐或全部缴款股本的款额；及

		(b) 相当于当其时列于公司所保存的任何价值重估储备内贷方的未实现利润的款额， 可减少一项金额，而该金额不超过(或减少多于一项金额而其总额不超过)容许资本付款额超出该等股份面额之数。
32	英文原文	If [160] an inspection required under subsection (5) is refused, the company and every officer who is in default is liable to a fine and, for continued default, to a daily default fine.
	中文译文	如有关人士被拒绝根据第(5)款的规定查阅上述文件，有关公司及每名失责高级人员均可处罚款，如持续失责，则可处按日计算的失责罚款。
33	英文原文	If [165] the court's order requires the company not to make any, or any specified, alteration in its memorandum or articles, the company shall not then have power without leave of the court to make any such alteration in breach of the requirement.
	中文译文	如法院的命令规定公司不得对其章程大纲或章程细则作出任何修改或任何指明的修改，则公司无权在未有法院的许可下，作出违反该项规定的修改。
34	英文原文	if [170] other shares carry rights (whether as to capital or as to income) which are preferred to the rights as to capital attaching to the first-mentioned shares, any amount due in satisfaction of those preferred rights,
	中文译文	如其它股份附有权利(不论是有关资本或有关收入方面的权利)，而该等权利较首述的股份所附带的有关资本的权利优先，则公司须优先支付为履行该等优先权利而须付的款项，
35	英文原文	If [175] a company having a share capital has- (a) consolidated and divided its share capital into shares of larger amount than its existing shares; or (b) converted any shares into stock; or (c) re-converted stock into shares; or (d) subdivided its shares or any of them; or (e) redeemed any redeemable preference shares; or (f) cancelled any shares, otherwise than in connexion with a reduction of share capital under section 58, it shall within 1 month after so doing give notice thereof to the Registrar in the specified form, specifying the shares consolidated, divided, converted, subdivided, redeemed or cancelled, or the stock re-converted, as the case may be.
	中文译文	如任何有股本的公司— (a) 曾将其股本合并及拆分为款额较其现有股份为大的股份；或 (b) 曾将任何股份转换为股额；或 (c) 曾将股额再转换为股份；或 (d) 曾将其股份或其中任何部分再拆分；或 (e) 曾赎回任何可赎回的优先股；或 (f) 曾将任何股份取消，但并非与第 58 条所指的股本减少有关， 则公司须于事后 1 个月内，按指明格式将有关事宜通知处长，指明经合并、拆分、转换、再拆分、赎回或取消的股份，或再被转换的股额(视属何情况而定)。
36	英文原文	Subject to confirmation by the court, a company limited by shares or a company limited by guarantee and having a share capital may, if [180] so authorized by its articles, by special resolution reduce its share capital in any way, and in particular, without prejudice to the generality of the foregoing power, may- (a) extinguish or reduce the liability on any of its shares in respect of share capital not

		<p>paid up; or</p> <p>(b) either with or without extinguishing or reducing liability on any of its shares, cancel any paid-up share capital which is lost or unrepresented by available assets; or</p> <p>(c) either with or without extinguishing or reducing liability on any of its shares, pay off any paid-up share capital which is in excess of the wants of the company, and may, if [181] and so far as is necessary, alter its memorandum by reducing the amount of its share capital and of its shares accordingly.</p>
	中文译文	<p>以获得法院确认为前提，任何股份有限公司或有股本的担保有限公司，如其章程细则许可，可藉特别决议以任何方式将其股本减少，并且在不损害前述权力的概括性的原则下，尤其可—</p> <p>(a) 终绝或减少本身任何股份在有关的未缴足款股本上的法律责任；或</p> <p>(b) 将任何已亏损或不能以可动用资产代表的缴足款股本取消，不论会否终绝或减少本身任何股份的法律责任；或</p> <p>(c) 将超过公司所需的任何缴足款股本清付，不论会否终绝或减少本身任何股份的法律责任，</p> <p>并且于必需时，可藉减少其股本额及股份数额而据此修改其章程大纲。</p>
37	英文原文	In any other case if [185] the court so directs, the following provisions shall have effect...
	中文译文	如在其它情况下法院如此指示，则下述条文具有效力.....
38	英文原文	If [189] the company does not admit and is not willing to provide for the full amount of the debt or claim, or if [190] the amount is contingent or not ascertained, then an amount fixed by the court after the like inquiry and adjudication as if the company were being wound up by the court.
	中文译文	如公司既不承认该债项或申索的全数，又不愿为此而提供款项，或如该笔款额是或有的或是未经确定的，则由法院厘定某个款额，而该款额是法院作出犹如该公司正由法院清盘时所作的相似查讯及判定后厘定的。
39	英文原文	If [195] the company is wound up, the court, on the application of any such creditor and proof of his ignorance as aforesaid, may, if [196] it thinks fit, settle accordingly a list of persons so liable to contribute, and make and enforce calls and orders on the contributories settled on the list, as if they were ordinary contributories in a winding up.
	中文译文	如公司清盘，法院应任何上述债权人的申请及接获债权人如前述般不知晓一事的证明时，如认为适合，可据此就有法律责任须如此分担提供款项的人议定一份列表，并向列表上经议定加载的分担人作出及执行催缴，以及作出及执行命令，犹如该等分担人是一宗清盘案中的普通分担人一样。
40	英文原文	If [200] in the case of a company, the share capital of which is divided into different classes of shares, provision is made by the memorandum or articles for authorizing the variation of the rights attached to any class of shares in the company, subject to the consent of any specified proportion of the holders of the issued shares of that class or the sanction of a resolution passed at a separate meeting of the holders of those shares, and in pursuance of the said provision the rights attached to any such class of shares are at any time varied, the holders of not less in the aggregate than 10 per cent in nominal value of the issued shares of that class may apply to the court to have the variation cancelled, and, where any such application is made, the variation shall not have effect unless and until it is confirmed by the court.
	中文	如一间公司的股本分为不同类别的股份，而章程大纲或章程细则订有条文，在指



	译文	明比例的该类别已发行股份持有人同意下,或在該等股份持有人于独立举行的会议上通过决议认许下,许可更改附于公司任何类别股份的权利,而附于此等类别股份的权利于任何时间依据上述条文被更改,则合共持有面值不少于百分之十的该类别已发行股份的人,可向法院申请取消该项更改;凡有人提出此等申请,该项更改即不具效力,除非与直至法院加以确认。
41	英文原文	But the share certificates of the new shares shall, if [205] not numbered, be appropriately worded or enfaced.
	中文译文	但該等新股份的股票如未予编号,则须加上适当的文字或适当地印明。
42	英文原文	An instrument of transfer shall be deemed to be certificated if [210] it bears the words "certificate lodged" or words in English or in Chinese to the like effect.
	中文译文	转让文书如载有“certificate lodged”等文字或意思如此的英文或中文文字,须当作为经证明的转让文书。
43	英文原文	Any person who is a registered holder of shares in a company or who claims to be entitled to have his name entered in the register of members of a company in respect of shares in that company may, if [215] it appears that the certificate (in this section referred to as the "original certificate") relating to the shares is lost, apply to the company in the specified form for a new certificate in respect of such shares (in this section referred to as the "relevant shares").
	中文译文	任何人士,如为某公司的股份登记持有人,或为声称有权就某公司的股份而将其姓名或名称记录在该公司成员登记册的人,可在关于该等股份的股票(在本条中称为“原有股票”)似是已经遗失时,按指明格式向该公司申请就该等股份(在本条中称为“有关股份”)发出新股票。
44	英文原文	A company limited by shares, if [220] so authorized by its articles, may, with respect to any fully paid-up shares, issue under its common seal a warrant stating that the bearer of the warrant is entitled to the shares therein specified, and may provide, by coupons or otherwise, for the payment of the future dividends on the shares included in the warrant.
	中文译文	股份有限公司,如其章程细则许可,可就任何全部缴足股款的股份发行认购权证,认购权证须盖上公司的法团印章,并述明其持有人有权认购其内指明的股份,而公司亦可发出息票或以其它方式,作为提供支付认购权证所包括的股份的未来股息。
45	英文原文	If [225] inspection is refused, or a copy is refused or not forwarded within 20 days after the request therefor is received, the company and every officer of the company who is in default shall be liable to a fine and, for continued default, to a daily default fine.
	中文译文	公司如拒绝让人查阅上述登记册,或拒绝将副本递送,或未有于接获有关取得该副本的要求 20 天内将该副本递送,则公司及其每名失责高级人员均可处罚款,如持续失责,则可处按日计算的失责罚款。
46	英文原文	A listed company may only make a distribution at any time- (a) if [230] at that time the amount of its net assets is not less than the aggregate of its called up share capital and undistributable reserves; and (b) if [231], and to the extent that, the distribution does not reduce the amount of those assets to less than that aggregate.
	中文译文	上市公司只可在下述情况下作出分发— (a) 如公司当时的净资产数额不小于已催缴股本与不可分发储备的总额;及 (b) 如分发范围只限于不会使该等资产数额减至小于该总额。
47	英文	The auditors shall have made their report on the accounts under section 141 or 141D

	原文	as appropriate; and subsection (4) applies if [235] the report is a qualified report, that is to say, it is not a report without qualification to the effect that in the auditors' opinion the accounts have been properly prepared in accordance with this Ordinance.
	中文译文	核数师须根据第 141 或 141D 条(视情况而定), 已就该等帐目作出报告; 如该报告是有所保留的报告, 即并非一份意思是核数师认为该等帐目已按照本条例妥为拟备的没有保留的报告, 则第(4)款即予适用。
48	英文原文	If [240] the accounts are, or the auditors' report under subsection (4) or the statement (if any) under subsection (5) is, in a language other than English or Chinese, a translation into English or Chinese of the accounts, the report or the statement (as the case may be) certified in the prescribed manner to be a correct translation, shall also have been delivered to the Registrar.
	中文译文	如该等帐目或核数师根据第(4)款作出的报告或根据第(5)款作出的陈述(如有的话)既非以中文亦非以英文拟备, 则该等帐目、该项报告或陈述(视属何情况而定)的中文或英文译本经按订明方式核证为正确译本后, 亦须已交付处长。
49	英文原文	For the purposes of this section, assets of a company are taken to be fixed assets if [245] they are intended for use or otherwise to be held on a continuing basis in the company's activities.
	中文译文	就本条而言, 公司的资产, 如拟在公司活动中持续使用或持有, 即视为固定资产。
50	英文原文	If [250] any company makes default in sending to the Registrar for registration the particulars of any charge created by the company, or of the issues of debentures of a series, requiring registration as aforesaid, then, unless the registration has been effected on the application of some other person, the company and every officer of the company who is in default shall be liable to a fine and, for continued default, to a daily default fine.
	中文译文	如公司因没有将其设定的任何押记的详情或一系列债权证每次发行的详情(须如前述规定予以登记的)送交处长登记而构成失责, 则除非该项登记已应他人的申请而作出, 否则公司及其每名失责高级人员均可处罚款, 如持续失责, 则可处按日计算的失责罚款。
51	英文原文	If [255] default is made in complying with this section, the company and every officer of the company who is in default shall be liable to a fine and, for continued default, to a daily default fine.
	中文译文	如因没有遵从本条的规定而构成失责, 有关公司及其每名失责高级人员均可处罚款, 如持续失责, 则可处按日计算的失责罚款。
52	英文原文	If [260] any person appoints a receiver or manager of the property of a company under the powers contained in any instrument, or obtains an order for the appointment of such a receiver or manager, he shall, within 7 days after the date of the appointment, give notice of that fact to the Registrar,
	中文译文	如任何人根据任何文书所载的权力委任公司财产接管人或经理人, 或取得一项委任上述接管人或经理人的命令, 该人须在作出该项委任的日期后 7 天内, 将该事实通知处长,
53	英文原文	if [265] the company arranges with some other person for the keeping of such copies to be undertaken on behalf of the company by that other person, at the office of that other person at which the work in connexion with the keeping thereof is done,
	中文译文	如公司与某人作出安排, 由该人代公司备存该等副本, 则备存于该人进行与备存该等副本有关的工作的办事处,
54	英文原文	Notwithstanding subsection (1), this Part does not extend to charges on property in Hong Kong of a non-Hong Kong company registered under Part XI if [270] the relevant property was not in Hong Kong at the time the charge was created by the

		company, or at the time it was acquired by the company subsequent to the creation of the charge.
	中文译文	尽管有第(1)款的规定，根据第 XI 部注册的非香港公司位于香港的财产如符合以下描述，则本部的适用范围不扩及该财产的押记：在该公司设定该押记时，或在该公司于该押记设定后获取该财产时，该财产不是位于香港。
55	英文原文	If [275] default is made in complying with this section, the company and every officer of the company who is in default shall be liable to a fine and, for continued default, to a daily default fine.
	中文译文	如因没有遵从本条的规定而构成失责，有关公司及其每名失责高级人员均可处罚款，如持续失责，则可处按日计算的失责罚款。
56	英文原文	if [280] the work of making it up is done at an office of the company other than the registered office of the company, it may be kept at that other office
	中文译文	如该登记册的编制工作是在公司的注册办事处以外的另一个办事处进行，则该登记册可备存于该另一个办事处
57	英文原文	If [285] default is made in complying with this section, the company and every officer of the company who is in default shall be liable to a fine and, for continued default, to a daily default fine.
	中文译文	如因没有遵从本条的规定而构成失责，有关公司及其每名失责高级人员均可处罚款，如持续失责，则可处按日计算的失责罚款。
58	英文原文	If [290]- (a) the name of any person is, without sufficient cause, entered in or omitted from the register of members of a company; or (b) default is made or unnecessary delay takes place in entering on the register the fact of any person having ceased to be a member; the person aggrieved, or any member of the company, or the company, may apply to the court for rectification of the register.
	中文译文	如一 (a) 任何人的姓名或名称在无充分因由下被记入公司的成员登记册，或自该登记册中略去；或 (b) 任何人已不再是成员一事没有记入登记册或不必要地延迟将此事记入登记册； 则感到受屈的人或公司的任何成员，或有关公司均可向法院申请将该登记册更正。
59	英文原文	A notice to be sent under this section to a company may be addressed to the company at its registered office, or, if [294] no office has been registered, to the care of some officer of the company or, if [295] there is no officer of the company whose name and address are known to the Registrar, may be sent to each of the persons who signed the memorandum, addressed to him at the address mentioned in the memorandum.
	中文译文	根据本条送交任何公司的公告，可致送该公司的注册办事处并注明由该公司收件；如该公司并无已注册的办事处，则可注明交由该公司的某名高级人员转交该公司；如处长并不知道该公司属下任何高级人员的姓名或名称及地址，则可按章程大纲内所述的地址，送交每名签署章程大纲的人并注明由该人收件。
60	英文原文	A company (not being a private company having a share capital) need not make a return under subsection (1) in the year of its incorporation or, if [300] it is not required by section 111 to hold an annual general meeting during the following year, in that year.
	中文译文	任何公司(有股本的私人公司除外)均无须在其成立为法团当年根据第(1)款提交申报表；此外，如第 111 条并无规定该公司须在下一年举行周年大会，则该公司

		亦无须在该年提交申报表。
61	英文原文	If [305] default is made in holding a meeting of the company in accordance with subsection (1), the court may, on the application of any member of the company, call, or direct the calling of, a general meeting of the company and give such ancillary or consequential directions as the court thinks expedient, including directions modifying or supplementing, in relation to the calling, holding and conducting of the meeting, the operation of the company's articles, and including a direction that 1 member of the company present in person or by proxy shall be deemed to constitute a meeting.
	中文译文	如因没有按照第(1)款举行公司会议而构成失责, 法院可应公司任何成员的申请, 召开或指示召开公司大会, 并作出其认为合宜的附带或相应的指示, 包括就该会议的召开、举行及进行方面, 将公司的章程细则的实施的指示加以变通或补充, 并包括一项公司 1 名成员亲自出席或由代表出席即当作构成一个会议的指示。
62	英文原文	For the purposes of this section, the directors shall, in the case of a meeting at which a resolution is to be proposed as a special resolution, be deemed not to have duly convened the meeting if [310] they do not give such notice thereof as is required by section 116.
	中文译文	就本条而言, 如某项决议拟在某次会议上以特别决议的形式提出, 而董事没有发出第 116 条所规定的会议通知书, 则董事须当作并未妥为召开会议。
63	英文原文	Notwithstanding any provision to the contrary in the articles of a company, if [315] the company has only one member, one member present in person or by proxy shall be a quorum of a meeting of the company.
	中文译文	即使公司的章程细则有任何相反规定, 如公司只有一名成员, 一名成员亲自出席或由代表出席, 即构成公司会议的法定人数。
64	英文原文	Provided that an officer shall not be liable under this subsection by reason only of the issue to a member at his request in writing of a form of appointment naming the proxy or of a list of persons willing to act as proxy if [320] the form or list is available on request in writing to every member entitled to vote at the meeting by proxy.
	中文译文	但任何高级人员如仅因应一名成员的书面请求, 向该名成员发出一份代表委托书或一份愿意充任代表的人的名单, 而该份委托书或名单是可应书面请求而提供予每名有权委派代表在会议表决的成员的, 则该高级人员无须根据本款而负上法律责任。
65	英文原文	provided that, if [325] more than one person is so authorized, the authorization shall specify the number and class of shares in respect of which each such person is so authorized.
	中文译文	但如多于一人获如此授权, 有关授权书须指明每人获授权代表股份的数目及类别。
66	英文原文	Provided that, if [330] it is so agreed by a majority in number of the members having the right to attend and vote at any such meeting, being a majority together holding not less than 95 per cent in nominal value of the shares giving that right, or, in the case of a company not having a share capital, together representing not less than 95 per cent of the total voting rights at that meeting of all the members, a resolution may be proposed and passed as a special resolution.
	中文译文	但如过半数有权出席任何上述会议并表决的成员同意, 而该等成员合共持有面值不少于百分之九十五而附有该项权利的股份(如公司为无股本公司, 则该等成员须合共持有不少于全体成员在该会议上百分之九十五的总表决权), 则该项决议可在下述会议上作为一项特别决议而提出及通过。
67	英文原文	If [335] a company fails to comply with subsection (3), the company and every officer of the company who is in default shall be liable to a fine and, for continued default, to

		a daily default fine.
	中文译文	如公司没有遵从第(3)款的规定，该公司及其每名失责高级人员均可被处罚款，如属持续失责，则可处按日计算的失责罚款。
68	英文原文	If [340] a company fails to comply with subsection (1), the company and every officer of the company who is in default shall be liable to a fine and, for continued default, to a daily default fine.
	中文译文	如公司未有遵从第(1)款的规定，公司及其每名失责高级人员均可处罚款，如持续失责，则可处按日计算的失责罚款。
69	英文原文	If [345] the company arranges with some other person for the making up of the books to be undertaken on behalf of the company by that other person, they may be kept at the office of that other person at which the work is done.
	中文译文	如公司与某人作出安排，由该人代公司制备该等簿册，则该等簿册可备存于该人进行该项工作的办事处。
70	英文原文	If [350] any person being a director of a company fails to take all reasonable steps to secure compliance by the company with the requirements of this section, or has by his own wilful act been the cause of any default by the company thereunder, he shall, in respect of each offence, be liable to imprisonment and a fine
	中文译文	如任何人身为公司董事而未有采取一切合理步骤以确保公司遵从本条的规定，或藉其本人的故意作为而导致公司不遵从本条的规定，该人可就每项罪行被处监禁及罚款
71	英文原文	Any reference to a profit and loss account shall be taken, in the case of a company not trading for profit, as referring to its income and expenditure account, and references to profit or to loss and, if [355] the company has subsidiaries, references to a consolidated profit and loss account shall be construed accordingly.
	中文译文	如属非牟利公司，凡提述损益表之处，须视为提述该公司的收支表；而提述利润或提述亏损之处，以及提述综合损益表之处(如该公司有附属公司)，均须据此解释。
72	英文原文	If [360] the company's directors are of opinion that it is better for the purpose- (a) of presenting the same or equivalent information about the state of affairs and profit or loss of the company and those subsidiaries; and (b) of so presenting it that it may be readily appreciated by the company's members, the group accounts may be prepared in a form other than that required by subsection (1), and in particular may consist of more than one set of consolidated accounts dealing respectively with the company and one group of subsidiaries and with other groups of subsidiaries, or of separate accounts dealing with each of the subsidiaries, or of statements expanding the information about the subsidiaries in the company's own accounts, or any combination of those forms.
	中文译文	如公司的董事认为采取下述措施较为有利于— (a) 提出关于公司及该等附属公司的事务状况与利润或亏损的相同或同等数据；及 (b) 所提出的形式是公司成员易于了解的， 则集团帐目可以第(1)款所规定以外的形式拟备，尤其可包含一套以上的综合帐目，分别处理公司与某一组附属公司，以及处理另一组附属公司，或可包含处理每间附属公司的独立帐目，或可包含阐述公司本身帐目中所载的关于附属公司的数据的报表，或可采用该等形式的任何组合。
73	英文原文	If [365], in the opinion of the directors of a company having, at the end of its financial year, subsidiaries, the number of them is such that compliance with subsection (1) would result in particulars of excessive length being given, compliance with that

		subsection shall not be requisite except in the case of the subsidiaries carrying on the businesses the results of the carrying on of which, in the opinion of the directors, principally affected the amount of the profit or loss of the company and its subsidiaries or the amount of the assets of the company and its subsidiaries.
	中文译文	公司在其财政年度终结时如拥有附属公司，而公司董事认为该等附属公司为数甚多，以致遵从第(1)款的规定会导致所提供的详情过于冗长，则并非必须遵从该款的规定，但该等附属公司如经营某些业务，而上述董事认为经营该等业务的结果对公司及其附属公司的利润或亏损的数额或公司及其附属公司的资产额有主要影响，则不在此限。
74	英文原文	Neither subsection (1) nor subsection (2) shall require the disclosure by a company of information with respect to another body corporate if [369] that other body is incorporated outside Hong Kong or, being incorporated in Hong Kong, carries on business outside Hong Kong if [370] the disclosure would, in the opinion of the directors of the company, be harmful to the business of the company or of that other body and the Financial Secretary agrees that the information need not be disclosed.
	中文译文	如该另一法人团体在香港以外成立，或在香港成立而在香港以外经营业务，而公司的董事认为披露有关该法人团体的资料会对公司或对该法人团体的业务不利，且财政司司长亦同意该等资料无须予以披露，则第(1)或(2)款及第(2)款并不规定公司须作上述披露。
75	英文原文	Subsection (1) shall not require the disclosure by a company which carries on business outside Hong Kong of information with respect to the undertaking regarded by the directors as being the company's ultimate parent undertaking if [375]— (a) the disclosure would, in their opinion, be harmful to the business of that parent undertaking or of the company or any other of that parent undertaking's subsidiaries; and (b) the Financial Secretary agrees that the information need not be disclosed.
	中文译文	在以下说明均符合的情况下，第(1)款并不规定在香港以外经营业务的公司须就董事视为该公司最终母企业的企业作出资料披露— (a) 该公司的董事认为，上述资料披露会对该母企业或该公司或该母企业的任何其它附属公司的业务不利；及 (b) 财政司司长同意该项资料无需披露。
76	英文原文	If [380] significant changes in the fixed assets of the company or of any of its subsidiaries have occurred in the financial year, contain particulars of the changes.
	中文译文	如公司或其任何附属公司的固定资产在该财政年度出现重大改变，须载列该等改变的详情
77	英文原文	If [385] any person being a director of a company fails to take all reasonable steps to secure compliance with the requirements of sections 129D and 129E, he shall, in respect of each offence, be liable to imprisonment and a fine
	中文译文	如任何人身为公司董事而没有采取一切合理步骤以确保第 129D 及 129E 条的规定获遵从，该人可就每项罪行被处监禁及罚款
78	英文原文	Subject to sections 141CC(1) and 141CE(1), for the purposes of proviso (b)(iv) to subsection (1), a copy of a summary financial report of a listed company shall be treated as having been duly sent if [390]- (a) subject to paragraph (b), it is sent not less than 21 days before the date of the general meeting concerned; (b) where proviso (c) to subsection (1) applies, it is sent not less than such number of days as agreed under that proviso by the members entitled to attend and vote at the

		meeting.
	中文译文	在不抵触第 141CC(1)及 141CE(1)条的情况下, 就第(1)款但书的(b)(iv)段而言, 上市公司的财务摘要报告在以下情况须视为已妥善地送交— (a) 除(b)段另有规定外, 该报告是在有关的大会举行的日期前不少于 21 天送交的; (b) (如第(1)款但书的(c)段适用)该报告是在有关的大会举行的日期前不少于所有有权出席该次大会并有权在会上表决的成员根据该但书同意的日数送交的。
79	英文原文	Provided that any such appointment shall lapse, and thereby create a casual vacancy in the office of auditor, if [395] all those persons who were partners in the firm and qualified as aforesaid at the date of the appointment cease to be partners or so qualified before the period of the appointment expires.
	中文译文	但如所有在委任当日是该商号的合伙人及如前述般符合资格的人, 在委任期届满前不再是合伙人或不再如此符合资格, 则该项委任即告失效, 而核数师一职亦会因此而出现临时空缺。
80	英文原文	If [400] a subsidiary or holding company fails to comply with subsection (1) the subsidiary or holding company and every officer thereof who is in default shall be guilty of an offence
	中文译文	如附属公司或控股公司未有遵从第(1)款的规定, 附属公司或控股公司及其每名失责高级人员即属犯罪
81	英文原文	If [405] the court, on an application under subsection (4), is satisfied that the auditor is using the notice to secure needless publicity for defamatory matter, it may by order direct that copies of the notice need not be sent out; and the court may further order the company's costs on the application to be paid in whole or in part by the auditor, notwithstanding that he is not a party to the application.
	中文译文	法院接获一项根据第(4)款提出的申请时, 如信纳有关核数师正利用该通知书取得诽谤性质的事宜上不必要的宣传, 即可藉命令指示无须发送该通知书的副本; 此外, 即使该核数师并非该申请的其中一方, 法院仍可命令该核数师支付公司因提出该申请而招致的全部或部分讼费。
82	英文原文	if [410] a copy of any such statement as is mentioned in subsection (2) is not sent out as required by that subsection because received too late or because of the company's default, the auditor may (without prejudice to his right to be heard orally) require that the statement shall be read out at the meeting.
	中文译文	如第(2)款所述的陈述书的副本, 因过迟接获或因公司失责以致没有按该款规定予以发送, 则该核数师可(在不损害其作出口头陈词的权利下), 要求在该会议上宣读该份陈述书。
83	英文原文	If [415] the auditors are of opinion that proper books of account have not been kept by the company or that proper returns adequate for their audit have not been received from branches not visited by them, or if [416] the balance sheet and (unless it is framed as a consolidated profit and loss account) profit and loss account are not in agreement with the books of account and returns, the auditors shall state that fact in their report.
	中文译文	如核数师认为公司并未备存妥善的帐簿, 或核数师并无从未经其视察的分公司接获足够让他们进行审计工作的妥善的申报表, 或如资产负债表及损益表(以综合损益表形式拟定的损益表除外)与帐簿及申报表并不一致, 核数师须在其报告书

		内述明有关事实。
84	英文原文	If [420] any such information is so given, the report shall be annexed to the accounts and this Ordinance shall apply in relation thereto accordingly, except that the auditors shall report thereon only so far as it gives the said information.
	中文译文	如有任何上述数据如此提供, 该报告书须附录于帐目内, 而本条例则据此适用于该报告书, 但核数师只须在该报告书内就其所提供的上述资料作出报告。
85	英文原文	If [425] no copies of those documents mentioned in paragraph (a) are required to be sent to the entitled persons of the company, the first day on which copies of the summary financial report in relation to that following meeting are sent to the entitled persons of the company.
	中文译文	(如不须向该公司的有权利的人送交(a)段所述的文件)将与下一次大会有关的财务摘要报告送交该公司的有权利的人的首天。
86	英文原文	If [430] there is an event mentioned in subsection (1)(a), (b) or (c), then any notice of intent sent to the company by the person concerned, which is in force immediately before the existence of that event, shall cease to have effect.
	中文译文	如有第(1)(a)、(b)或(c)款所述的情况, 由有关人士送交公司的并在紧接该情况存在之前有效的意愿通知书, 须终止有效。
87	英文原文	Without prejudice to any other provision of this Ordinance, if [435] any person being a director of a company fails to take all reasonable steps to secure compliance with the requirements of subsection (1)(c) and (d), he shall, in respect of each offence, be liable to imprisonment and a fine.
	中文译文	在不损害本条例的任何其它条文的原则下, 如任何人身为公司董事而没有采取一切合理步骤以确保第(1)(c)及(d)款的规定获遵从, 该人可就每项罪行被处监禁及罚款。
88	英文原文	Without prejudice to his powers under section 142, the Financial Secretary may do so if [440] the company by special resolution declares that its affairs ought to be investigated by an inspector appointed by the Financial Secretary and the company gives security in such amount as the Financial Secretary may require.
	中文译文	在不损害财政司司长根据第 142 条所具权力的情况下, 如某公司藉特别决议宣布该公司的事务应由财政司司长委任的审查员调查, 该公司并且提供财政司司长所规定款额的保证, 则财政司司长可照上述方式行事。
89	英文原文	If [445] a claim of tendency to incriminate is not made in advance under subsection (3A), an answer given by a person to a question put to him in exercise of powers conferred by this section may be used in evidence against him.
	中文译文	任何人如未有根据第(3A)款事先提出声称, 认为回答问题可能会导致其入罪, 则在行使本条所授予的权力而向该人提出问题时, 其所作的回答, 可用作针对其本人的证据。
90	英文原文	If [450] such report or any part thereof is printed and published shall, cause a copy to be delivered to the Registrar.
	中文译文	如该报告或其任何部分予以印制与发表, 则须安排将该报告一份交付处长。
91	英文原文	If [455] any officer or agent of the company refuses to produce to the inspector any book or document which it is his duty under this section so to produce, refuses to attend before the inspector when required so to do, or refuses to answer any question



		that is put to him by the inspector with respect to the affairs of the company, the inspector may certify the fact under his hand to the court, and the court may thereupon inquire into the case, and, after hearing any witnesses who may be produced against or on behalf of the alleged offender and after hearing any statement that may be offered in defence, punish the offender in like manner as if he had been guilty of contempt of the court.
	中文译文	该公司的任何高级人员或代理人,如拒绝向审查员出示其根据本条有责任出示的任何簿册或文件,在被要求时拒绝到审查员面前,或拒绝回答审查员就该公司的事务向他提出的问题,该审查员可用签署方式向法院核证此事,而法院可随即就该案进行查讯,并且在聆讯任何针对被指称违法的人或代表被指称违法的人而传召的证人后,以及在聆听于辩护中提出的陈述后,可惩罚该违法的人,惩罚方式则犹如该人犯了藐视法庭罪一样。
92	英文原文	If [460] a requirement to produce books or papers or provide an explanation or make a statement which is imposed by virtue of this section is not complied with, the company or body corporate or other person on whom the requirement was so imposed shall be guilty of an offence and liable to a fine and, in the case of an individual, to imprisonment
	中文译文	如凭借本条的规定要求出示簿册或文据,或提供解释或作出陈述不获遵从,则被要求的公司或法人团体或人士即属犯罪,可处罚款,如属个人,更可处监禁
93	英文原文	The court may only make an order under subsection (1) if [465] it is satisfied that— (a) the application is made in good faith; and (b) the inspection applied for is for a proper purpose.
	中文译文	法院在信纳以下事项的情况下,方可根据第(1)款作出命令— (a) 有关申请是真诚作出的;及 (b) 所申请的查阅,是为了一项属恰当的目的。
94	英文原文	If [470] the director fails to comply with subsection (1), he shall be liable to a fine and, for continued default, to a daily default fine.
	中文译文	如该董事没有遵从第(1)款的规定,他可被处罚款,如属持续失责,则可处按日计算的失责罚款。
95	英文原文	Anything required or authorized to be done by or to the secretary may, if [474] the office is vacant or there is for any other reason no secretary capable of acting, be done by or to any assistant or deputy secretary or, if [475] there is no assistant or deputy secretary capable of acting, by or to any officer of the company authorized generally or specially in that behalf by the directors.
	中文译文	如秘书职位悬空或因任何其它原因以致没有能够执行事务的秘书,则规定或授权由秘书作出或向秘书作出的任何事情,均可由任何助理秘书或副秘书长作出或向任何助理秘书或副秘书长作出;如没有能够执行事务的助理秘书或副秘书长,则可由董事就一般或特殊情况而就此授权的任何高级人员作出,或向该高级人员作出。
96	英文原文	The office of director of a company shall be vacated if [479] the director does not within 2 months from the date of his appointment, or within such shorter time as may be fixed by the articles, obtain his qualification, or if [480] after the expiration of the said period or shorter time he ceases at any time to hold his qualification.
	中文译文	一名公司董事,如在其获委任日期起计2个月内或在章程细则所订定的较短期限内,没有取得其资格,或如在该段期限或较短期限届满后的任何时间不再持有其

		资格，须停任董事职位。
97	英文原文	If [485] a company makes default in complying with subsection (1) the company and every officer of the company who is in default shall be liable to a fine.
	中文译文	如公司因没有遵从第(1)款的规定而构成失责，公司及其每名失责高级人员均可处罚款。
98	英文原文	The leave of the court for the purpose of this section shall not be given unless notice of intention to apply therefor has been served on the Official Receiver and it shall be the duty of the Official Receiver, if [490] he is of opinion that it is contrary to the public interest that any such application should be granted, to attend on the hearing of and oppose the granting of the application.
	中文译文	就本条而言，除非拟申请法院许可的意向通知书已送达破产管理署署长，否则不得发给法院许可，而破产管理署署长如认为批准上述申请乃有违公众利益，则有责任出席该项申请的聆讯，并且反对批准该项申请。
99	英文原文	The prohibitions in this section are subject to the exceptions in section 157HA. (2) A company shall not, directly or indirectly- (a) make a loan to a director of the company or of its holding company; (b) enter into a guarantee or provide any security in connection with a loan made by any other person to such a director; or (c) if [495] any one or more of the directors of the company holds (jointly or severally or directly or indirectly) a controlling interest in another company- (i) make a loan to that other company; or (ii) enter into a guarantee or provide any security in connection with a loan made by any person to that other company.
	中文译文	本条所订的禁止受第 157HA 条所订的例外情况规限。 (2) 任何公司不得直接或间接— (a) 向该公司或其控股公司的董事作出贷款； (b) 就任何其它人借予该董事的贷款订立担保或提供任何保证；或 (c) (如该公司的任何一名或多于一名的董事共同或各别、直接或间接持有另一间公司的控制权益)— (i) 向该另一间公司作出贷款；或 (ii) 就任何人借予该另一间公司的贷款订立担保或提供任何保证。
100	英文原文	A company shall not take part in any arrangement whereby- (a) another person enters into a transaction or arrangement that, if [500] it had been entered into by the company, would have contravened subsection (2), (3), (4) or (5); and (b) that other person, in pursuance of the arrangement, has obtained or is to obtain any benefit from the company or its holding company or a subsidiary of the company or its holding company.
	中文译文	如藉某项安排— (a) 某公司以外的另一人订立假使由该公司订立即会属违反第(2)、(3)、(4)或(5)款的交易或安排；及 (b) 该另一人依据首述的安排，从或将会从该公司、其控股公司或该公司或其控股公司的附属公司取得任何利益， 则该公司不得参与首述的安排。

101	英文原文	<p>The exception specified in subsection (3)(b) operates in relation to a transaction described in that subsection only if [505] the following conditions are satisfied-</p> <p>(a) the company in question ordinarily enters into transactions of that description for its employees on terms no less favourable than those on which the transaction in question is entered into;</p> <p>(b) the amount of the transaction does not exceed 80 per cent of the value of the residential premises, or the part thereof, in question and any land to be occupied and enjoyed therewith, as stated in a valuation report that complies with paragraph (c);</p> <p>(c) the valuation report is made and signed by a professionally qualified valuation surveyor, who is subject to the discipline of a professional body, not earlier than 3 months prior to the date on which the transaction is entered into; and</p> <p>(d) the transaction is secured by a legal mortgage on the land comprising the residential premises, or the part thereof, in question and any land to be occupied and enjoyed therewith.</p>
	中文译文	<p>第(3)(b)款所指定的例外规定，在下述条件符合时方可就该款所指的交易而施行—</p> <p>(a) 有关公司通常为其雇员订立该种类的交易，而该等交易的条款不差于订立该项交易所按的条款；</p> <p>(b) 该项交易的款额并不超过有关住用处所或其中有关部分以及与其一并占用及享用的土地的价值之百分之八十，而该价值为一份符合(c)段的估值报告所述者；</p> <p>(c) 该份估值报告由一名具有专业资格并受专业团体纪律约束的估值测量师在订立该项交易的日期前的3个月内作出和签署；及</p> <p>(d) 该项交易是以包括有关住用处所或其中有关部分的土地以及与其一并占用及享用的土地的法律按揭作为保证。</p>
102	英文原文	<p>Subsections (3), (6) and (7) do not authorize a company to enter into a transaction if [510], at the time the transaction is entered into, the relevant amount exceeds 5 per cent of the amount of the company's net assets as shown in the latest balance sheet laid before the company in general meeting.</p>
	中文译文	<p>如任何公司在订立某项交易时，有关款额超过在最新一份的于大会上提交该公司省览的资产负债表内所示该公司净资产额的百分之五，则第(3)、(6)及(7)款并不授权该公司订立该项交易。</p>
103	英文原文	<p>Where a company enters into a transaction in contravention of section 157H(2), (3) or (4), the following persons shall, subject to subsection (2), be guilty of an offence-</p> <p>(a) if [515] the transaction is entered into in contravention of section 157H(2)(a) or (b), (3)(a) or (b) or (4)(a) or (b), the company;</p> <p>(b) any director of the company who wilfully authorized or permitted the transaction to be entered into; and</p> <p>(c) any person who knowingly procured the company to enter into the transaction.</p>
	中文译文	<p>凡公司在违反第 157H(2)、(3)或(4)条的情况下订立一项交易，则除第(2)款另有规定外，以下的人即属犯罪—</p> <p>(a) (如该项交易是在违反第 157H(2)(a)或(b)、(3)(a)或(b)或(4)(a)或(b)条的情况下订立的)该公司；</p> <p>(b) 该公司的任何一名故意授权或准许订立该项交易的董事；及</p>

		(c) 任何明知而促致该公司订立该项交易的人。
104	英文原文	If [520] the work of making it up is done at an office of the company other than the registered office of the company, it may be kept at that other office.
	中文译文	如该登记册的制备工作是在该公司的注册办事处以外的另一个办事处进行, 则该登记册可在该另一个办事处备存
105	英文原文	A limited company, if [525] so authorized by its articles, may, by special resolution, alter its memorandum so as to render unlimited the liability of its directors, or managers, or of any managing director.
	中文译文	任何有限公司如获其章程细则许可, 可藉特别决议修改其章程大纲, 使其董事、经理或任何董事总经理的法律责任成为无限的。
106	英文原文	If [530] any person being a director of a company fails to take all reasonable steps to secure compliance with the provisions of subsection (1), he shall, in respect of each offence, be liable to imprisonment and a fine
	中文译文	如任何人身为公司董事而没有采取一切合理步骤以确保第(1)款的条文规定获遵从, 该人可就每项罪行被处监禁及罚款
107	英文原文	In the case of a company that is the holding company of an authorized financial institution, the accounts (or, if [535] group accounts are required to be prepared under section 124 dealing with the authorized financial institution, the group accounts) of the company shall contain a statement
	中文译文	如公司是一间认可财务机构的控股公司, 该公司的帐目(或集团帐目, 如根据第124条的规定须拟备涉及认可财务机构的集团帐目者)须载有一项陈述
108	英文原文	Being a loan, quasi-loan or credit transaction that either is made or entered into during that financial year or, if [540] made or entered into before it, is outstanding at any time during that financial year.
	中文译文	而该项贷款、类似贷款或信贷交易于该财政年度内作出或订立, 或(如在该财政年度前作出或订立)在该财政年度内任何时候属尚欠的。
109	英文原文	If [545] there are no such transactions, a statement to that effect.
	中文译文	如无此等交易, 则加载一份表明此意的陈述书。
110	英文原文	If [550] any inspection required under this section is refused or if [551] any copy required under this section is not sent within the proper period, the company and every officer of the company who is in default shall be liable to a fine and, for continued default, to a daily default fine.
	中文译文	如根据本条进行查阅的要求遭拒绝, 或根据本条所要求的副本没有在恰当的期限内送交, 则有关公司及其每名失责高级人员均可处罚款, 如持续失责, 则可处按日计算的失责罚款。
111	英文原文	If [555] a company fails to comply with subsection (1), the company and every officer of the company who is in default is liable to a fine and, for continued default, to a daily default fine.
	中文译文	如公司未有遵从第(1)款的规定, 公司及其每名失责高级人员均可处罚款, 如属持续失责, 则可处按日计算的失责罚款。
112	英文原文	If [560] in connexion with any such transfer as is mentioned in section 163A or 163B- (a) the price to be paid to a director of the company whose office is to be abolished or

		<p>who is to retire from office for any shares in the company held by him is in excess of the price which could at the time have been obtained by other holders of the like shares; or</p> <p>(b) any valuable consideration is given to any such director,</p> <p>the excess or the money value of the consideration, as the case may be, shall, for the purposes of that section, be deemed to have been a payment made to him by way of compensation for loss of office or as consideration for or in connexion with his retirement from office.</p>
	中文译文	<p>就第 163A 或 163B 条所述的转让而言，如一</p> <p>(a) 将被撤职或将卸任的公司董事就其所持有的公司股份所获支付的价格，超过其它持有同类股份的人当时所能取得的价格；或</p> <p>(b) 向该名董事给予任何有价值代价，</p> <p>则所超过的数额或该项代价的金钱价值(视属何情况而定)，就该条而言，须当作是向该名董事作出付款，作为失去职位的补偿，或作为其辞职或与其辞职有关的代价。</p>
113	英文原文	<p>Provided that a person shall not be liable under this subsection if [565] that person shows that the default was due to the refusal of any other person, being a director or trustee for debenture holders, to supply the necessary particulars as to his interests.</p>
	中文译文	<p>但任何人如能证明失责乃由于任何其它董事或债权证持有人的受托人拒绝提供有关其权益的必需详情所引致，则该人无须根据本款承担法律责任。</p>
114	英文原文	<p>If [570] on any petition under subsection (2A) the court is of opinion that the specified corporation's affairs were conducted in a manner unfairly prejudicial to the interests of the then members generally or of some part of the then members (including the past member who presented the petition), whether or not such conduct consists of an isolated act or a series of acts, the court may order payment by any person of such damages and interest on those damages as the court may think fit to any then members (including the past member who presented the petition) of the specified corporation, whose interests were unfairly prejudiced by the act or conduct.</p>
	中文译文	<p>法院在接获任何根据第(2A)款提出的呈请后，如认为该指明法团的事务曾以不公平地损害普遍当其时成员或某部分当其时成员(包括提出该呈请的过去成员)的权益的方式处理，不论该处理方式包含一项单独的作为或一连串作为，法院可饬令任何人向权益曾受到该作为或处理方式不公平地损害的该指明法团任何当其时成员(包括提出该呈请的过去成员)，支付法院认为合适的损害赔偿，以及按法院认为合适的利率计算的损害赔偿利息。</p>
115	英文原文	<p>If [575] the applicant is applying for leave to intervene in proceedings under subsection (1)(b), the specified corporation has not diligently continued, discontinued or defended those proceedings.</p>
	中文译文	<p>(如申请人申请根据第(1)(b)款介入法律程序的许可)该指明法团没有努力继续或中止该法律程序或没有努力在该法律程序中抗辩。</p>
116	英文原文	<p>A person is to be treated under subsection (2) as being adjudged guilty of a default in relation to any provision if [580]-</p> <p>(a) he is convicted of an offence consisting in a contravention of that provision (whether on his own part or on the part of any company); or</p> <p>(b) an order of the court is made against him under section 279, 302 or 306.</p>

	中文译文	根据第(2)款, 如一 (a) 任何人被裁定犯了一项因违反本条例任何条文而构成的罪行(不论是其本人或任何公司违反该条文); 或 (b) 法院根据第 279、302 或 306 条针对任何人作出了一项命令, 该人即视为被判定犯了不履行该条文的失责罪。
117	英文原文	If [585] it appears to the Financial Secretary from a report made by inspectors under section 146 or information or documents obtained under section 152A or 152B, that it is expedient in the public interest that a disqualification order should be made against any person who is or has been a director or shadow director of any company, he may apply to the court for such an order to be made against that person.
	中文译文	如财政司司长从一份由审查员根据第 146 条作出的报告中, 或从根据第 152A 或 152B 条取得的资料或文件中, 觉得针对任何现时或曾经出任任何公司的董事或影子董事的人作出取消资格令乃有利于公众利益, 财政司司长可向法院申请针对该人作出的一项取消资格令。
118	英文原文	For the purposes of this section, a person is involved in the management of a company if [589] he is a director of the company or if [590] he is concerned, whether directly or indirectly, or takes part, in the management of the company.
	中文译文	就本条而言, 任何人如是某间公司的董事, 或如直接或间接关涉该公司的管理, 或如参与该公司的管理, 该人即牵涉于该公司的管理。
119	英文原文	If [595] the personal representatives make default in paying any money ordered to be paid by them, proceedings may be taken for administering the estate of the deceased contributory, and for compelling payment thereof of the money due.
	中文译文	如遗产代理人因没有缴付按命令须由其缴付的任何款项而构成失责, 有关方面可采取法律程序, 以管理已故分担人的遗产, 并强迫从该遗产中拨款支付应付的款项。
120	英文原文	If [600] a creditor, by assignment or otherwise, to whom the company is indebted in a sum then due equal to or exceeding the specified amount, has served on the company, by leaving it at the registered office of the company, a demand under his hand requiring the company to pay the sum so due, and the company has for 3 weeks thereafter neglected to pay the sum, or to secure or compound for it to the reasonable satisfaction of the creditor.
	中文译文	任何人如藉转让或其它方式成为公司的债权人, 而公司欠下他的并已到期应付的款项相等于或超过指明款额, 该名债权人亦已向公司送达一份由其签署的要求书, 要求公司偿付该笔如此到期应付的款项, 送达方法是将该要求书留交公司的注册办事处, 而公司在其后的 3 个星期忽略偿付该笔款项, 或忽略为该笔款项提供令债权人合理地满意的保证或作出令债权人合理地满意的了结。
121	英文原文	On the hearing of a winding-up petition by the court, the Official Receiver may appear and call, examine and cross-examine any witness and, if [605] he so thinks fit, support or oppose the making of a winding-up order.
	中文译文	法院就清盘呈请进行聆讯时, 破产管理署署长可出庭, 并可传召、讯问及盘问任何证人, 如其认为适合, 亦可支持或反对作出清盘令。
122	英文原文	If [610] there is a difference between the determinations of the meetings of the creditors and contributories in respect of the matter aforesaid, the court shall decide the difference and make such order thereon as the court may think fit.

	中文译文	如债权人会议及分担人会议就上述事宜所作的决定有分歧, 法院须对该分歧作出裁定, 并须就此作出其认为合适的命令。
123	英文原文	If [615] more than one liquidator is appointed by the court, the court shall declare whether any act by this Ordinance required or authorized to be done by the liquidator is to be done by all or any one or more of the persons appointed.
	中文译文	如法院委任多于一名清盘人, 则法院须宣布本条例规定由清盘人作出或授权清盘人作出的任何作为, 是否须由所有获委任的人作出或由他们其中一人或多于一人作出。
124	英文原文	If [620] any complaint is made to the Official Receiver by any creditor or contributory in regard thereto, the Official Receiver shall inquire into the matter, and take such action thereon as he may think expedient.
	中文译文	如任何债权人或分担人向破产管理署署长作出任何该方面的投诉, 破产管理署署长须就有关事宜进行查讯并采取其认为合宜的行动。
125	英文原文	A member of the committee may be removed by an ordinary resolution at a meeting of creditors, if [625] he represents creditors, or of contributories, if [626] he represents contributories, of which 7 days' notice has been given, stating the object of the meeting.
	中文译文	该委员会的任何委员, 可在任何债权人会议上(如其代表债权人)或在任何分担人会议上(如其代表分担人), 被与会人士藉普通决议将其免任, 但有关该会议的通知必须已于该会议日期的 7 天前发出, 并须说明会议的目的。
126	英文原文	Where the Official Receiver becomes the liquidator of a company, whether provisionally or otherwise, he may, if [630] satisfied that the nature of the estate or business of the company, or the interests of the creditors or contributories generally, or there are other grounds therefor, require the appointment of a special manager of the estate or business of the company other than himself, apply to the court, and the court may on such application, appoint a special manager of the said estate or business to act during such time as the court may direct, with such powers, including any of the powers of a receiver or manager, as may be entrusted to him by the court.
	中文译文	凡破产管理署署长成为公司的清盘人, 不论是临时或属其它情况, 如其信纳基于公司的产业或业务性质, 或基于债权人或分担人的一般利益, 或基于其它理由, 需要在其本人以外另委一名公司产业或业务的特别经理人, 则可向法院申请, 而法院可应该申请而委任一名上述产业或业务的特别经理人, 在法院所指示的期间内行事, 该经理人并具有法院所托付的各项权力, 其中包括接管人或经理人所具有的任何权力。
127	英文原文	The court may, if [635] it thinks fit, adjourn the examination from time to time.
	中文译文	法院如认为适合, 可不时将公开讯问押后。
128	英文原文	If [640] the liquidator makes default in complying with the requirements of this section, he shall be liable to a fine and, for continued default, to a daily default fine.
	中文译文	如清盘人因没有遵从本条的规定而构成失责, 清盘人可处罚款, 如持续失责, 则可处按日计算的失责罚款。
129	英文原文	If [645] any change occurs in the particulars given in a notice delivered to the Registrar under subsection (10), the provisional liquidator shall, within 14 days after

		the date of the change, deliver to the Registrar for registration a notice of that change in the specified form, unless he has previously given notice to the Registrar under subsection (11).
	中文译文	根据第(10)款交付处长的通知书内的详情如有任何变更, 则临时清盘人除非之前已根据第(11)款向处长发出通知书, 否则须在该变更的发生日期后 14 天内, 将一份具指明格式的关于该变更的通知书交付处长登记。
130	英文原文	A certificate of solvency may be issued by the directors of the company other than at a meeting of the directors if [650], but only if [651], before the certificate is issued, a resolution has been passed by the directors authorizing the certificate to be issued.
	中文译文	如有下述情况(并只有在下述情况下), 公司董事可在董事会议以外的其它场合发出有偿债能力证明书: 在发出有偿债能力证明书之前, 已由董事通过一项决议批准发出该证明书。
131	英文原文	If [655] a vacancy occurs by death, resignation, or otherwise in the office of liquidator appointed by the company, the company in general meeting may, subject to any arrangement with its creditors, fill the vacancy.
	中文译文	由公司委任的清盘人的职位, 如因清盘人去世、辞职或其它理由而出现空缺, 公司可在不抵触与其债权人作出的任何安排下, 在大会上填补该空缺。
132	英文原文	If [660], in the case of a winding up commenced after the commencement* of the Companies (Amendment) Ordinance 1984 (6 of 1984), the liquidator is at any time of opinion that the company will not be able to pay its debts in full within the period stated in the certificate or declaration under section 233, he shall forthwith summon a meeting of the creditors, and shall lay before the meeting a statement of the assets and liabilities of the company.
	中文译文	如属一宗于《1984 年公司(修订)条例》+(1984 年第 6 号)生效*后开始的清盘案, 而清盘人在任何时间认为公司将不能够在根据第 233 条发出的证明书或作出的声明所述明的期间内, 悉数偿付其债项, 则须立即召集债权人会议, 并须将公司的资产负债报表在该会议席上提交。
133	英文原文	Provided that, if [665] a quorum is not present at the meeting, the liquidator shall, in lieu of the return hereinbefore mentioned, make a return that the meeting was duly summoned and that no quorum was present thereat, and upon such a return being made the provisions of the subsection as to the making of the return shall be deemed to have been complied with.
	中文译文	但如出席该会议者不足法定人数, 则清盘人须提交另一份申报表以代替上文所述的申报表, 该另一份申报表须说明该会议已妥为召集, 但出席该会议者不足法定人数, 而该另一份申报表一经提交, 本款中有关提交申报表的条文即须当作已获遵从。
134	英文原文	If [670] the creditors and the company nominate different persons, the person nominated by the creditors shall be liquidator.
	中文译文	如债权人及公司各自提名不同的人, 债权人所提名的人须为清盘人。
135	英文原文	If [675] the creditors so resolve, the persons mentioned in the resolution shall not, unless the court otherwise directs, be qualified to act as members of the committee.
	中文译文	如债权人如此议决, 则除非法院另有指示, 否则有关决议所述的人并无资格出任该委员会的委员。



136	英文原文	If [680] the liquidator fails to comply with this section, he shall be liable to a fine.
	中文译文	清盘人如未有遵从本条的规定，可处罚款。
137	英文原文	If [685] the liquidator fails to call a general meeting of the company or a meeting of the creditors as required by this section, he shall be liable to a fine.
	中文译文	清盘人如未有依照本条规定召开公司大会或债权人会议，可处罚款。
138	英文原文	Any arrangement entered into between a company about to be, or in the course of being, wound up and its creditors shall, subject to the right of appeal under this section, be binding on the company if [689] sanctioned by a special resolution, and on the creditors if [690] acceded to by three-fourths in number and value of the creditors.
	中文译文	即将清盘或正进行清盘的公司与其债权人之间订立的任何债务偿还安排，如经一项特别决议认许，即对公司有约束力，而如经债权人中占人数及债权价值四分之三的债权人同意，即对债权人具有约束力，但须受本条所赋予的上诉权利规限。
139	英文原文	For the purposes of this section a transaction is extortionate if [695], having regard to the risk accepted by the person providing the credit- (a) the terms of it are or were such as to require grossly exorbitant payments to be made (whether unconditionally or in certain contingencies) in respect of the provision of credit; or (b) it otherwise grossly contravenes ordinary principles of fair dealing, and it shall be presumed, unless the contrary is proved, that a transaction with respect to which an application is made under this section is or, as the case may be, was extortionate.
	中文译文	就本条而言，如在顾及提供信贷的人所承受的风险后— (a) 有关交易的条款规定或曾规定须就信贷支付款项(不论是无条件地支付或在某些事情发生时支付)，而该款项是过高的；或 (b) 该项交易在其它方面严重违反公平交易的一般原则， 则该项交易即属敲诈性，而除非相反证明成立，否则凡有任何申请根据本条就一项交易而提出，须推定该项交易属或曾属(视属何情况而定)敲诈性交易。
140	英文原文	For the purposes of subsection (5F)(b) and (c), if [700] a deposit is held by more than one person in their own right or held for more than one person, each of those persons is deemed to have an equal share in the deposit unless the contrary is proved to the satisfaction of the liquidator or provisional liquidator.
	中文译文	为施行第(5F)(b)及(c)款，如存款是由多于一人以他们本身权益持有或为多于一人持有，除非有证明成立令清盘人或临时清盘人信纳该等人中的每一人在该笔存款中并非占有相等份额，否则该等人中的每一人均当作在该笔存款中占有相等份额。
141	英文原文	If [705]- (a) a person has more than one of the following capacities- (i) a depositor holding one or more deposits, or portion thereof, in his own right; (ii) a beneficiary for whom one or more deposits, or portion thereof, is or are held by a depositor as a bare trustee; (iii) a client for whom one or more deposits, or portion thereof, is or are held by a

		<p>depositor in a client account; and</p> <p>(b) the aggregate of the amount that shall be paid in priority under subsection (1)(db)(i), (ii) or (iii) in respect of the relevant deposits or portions would, but for this subsection, have exceeded \$100000,</p> <p>the amount that shall be paid in priority under subsection (1)(db)(ii) or (iii) shall abate in equal proportions among themselves so that the aggregate referred to in paragraph (b) shall be \$100000.</p>
	中文译文	<p>如—</p> <p>(a) 任何人有多于一个的以下的身分—</p> <p>(i) (在存款人是以其本身权益持有一笔或多于一笔的存款或其部分的情况下)有关存款人;</p> <p>(ii) (在存款人以被动受托人身分为受益人持有一笔或多于一笔的存款或其部分的情况下)有关受益人;</p> <p>(iii) (在存款人以客户账户为客户持有一笔或多于一笔的存款或其部分的情况下)有关客户; 而</p> <p>(b) 若非因本款的规定, 根据第(1)(db)(i)、(ii)或(iii)款须就有关存款或其部分优先偿付的款额的总数本会超过\$100000, 则须根据第(1)(db)(ii)或(iii)款优先偿付的款额的各部分须按相同比例减除, 以令(b)段所提述的总数不超逾\$100000。</p>
142	英文原文	<p>Section 5(a) of the Protection of Wages on Insolvency (Amendment) Ordinance 1996 (68 of 1996) ("the amending Ordinance") shall not apply in the case of a winding up to which an application under section 15(1) of the Protection of Wages on Insolvency Ordinance (Cap 380) relates where such application is made before the commencement** of the amending Ordinance, and in such a case, the provisions relating to preferential payments which would have applied if [710] the amending Ordinance had not been enacted shall be deemed to remain in full force.</p>
	中文译文	<p>在任何与根据《破产欠薪保障条例》(第 380 章)第 15(1)条作出的申请有关的清盘中, 如提出该申请的日期是在《1996 年破产欠薪保障(修订)条例》(1996 年第 68 号)(“修订条例”)生效**之前, 则在该宗清盘中, 修订条例第 5(a)条不适用, 而在该情况下, 假若修订条例不曾制定则会适用的关于优先付款的条文, 须当作仍然完全有效。</p>
143	英文原文	<p>If [715] within that time notice is served on him of a petition for the winding up of the company having been presented or of a meeting having been called at which there is to be proposed a resolution for the voluntary winding up of the company and an order is made or a resolution is passed, as the case may be, for the winding up of the company, the bailiff shall pay the balance to the liquidator, who shall be entitled to retain it as against the execution creditor.</p>
	中文译文	<p>如在该段期间内, 执达主任获送达通知, 说明已有将公司清盘的呈请提出, 或已有会议召开而会上将有公司自动清盘决议提出, 并且有公司清盘令作出或有公司清盘决议通过(视属何情况而定), 则执达主任须将余款付给清盘人, 而清盘人相对于执行判决的债权人而言, 有权保留该余款。</p>
144	英文原文	<p>If [720] any person, being at the time of the commission of the alleged offence an officer of a company which is subsequently ordered to be wound up by the court or subsequently passes a resolution for voluntary winding up-</p>

		<p>(b) with intent to defraud creditors of the company, has made or caused to be made any gift or transfer of or charge on, or has caused or connived at the levying of any execution against, the property of the company;</p> <p>(c) with intent to defraud creditors of the company, has concealed or removed any part of the property of the company since, or within 2 months before, the date of any unsatisfied judgment or order for payment of money obtained against the company, he shall be guilty of an offence and liable to imprisonment and a fine.</p>
	中文译文	<p>如公司在有关人士犯了指称罪行后，被下令由法院清盘或通过自动清盘决议，而在上述有关人士犯指称罪行之时任何身为公司高级人员的人—</p> <p>(b) 曾意图欺诈公司的债权人而作出或安排作出公司财产的馈赠或转让或押记，或安排或默许针对公司财产而执行判决；</p> <p>(c) 自任何判公司须付款而未获履行的判决或命令的作出日期起，或在该日期前2个月内，曾意图欺诈公司的债权人而隐瞒或移走公司财产的任何部分，即属犯罪，可处监禁及罚款。</p>
145	英文原文	<p>If [725] in the course of winding up a company it appears that any person who has taken part in the formation or promotion of the company, or any past or present officer or liquidator or receiver of the company, has misapplied or retained or become liable or accountable for any money or property of the company, or been guilty of any misfeasance or breach of duty in relation to the company which is actionable at the suit of the company, the court may, on the application of the Official Receiver, or of the liquidator, or of any creditor or contributory, examine into the conduct of the promoter, officer, liquidator or receiver, and compel him to repay or restore the money or property or any part thereof respectively with interest at such rate as the court thinks just, or to contribute such sum to the assets of the company by way of compensation in respect of the misapplication, retainer, misfeasance, or breach of trust as the court thinks just.</p>
	中文译文	<p>如在公司的清盘过程中，任何曾参与公司的组成或发起的人，或公司的任何过去或现在的高级人员或公司的任何清盘人或接管人，看似曾误用或保留公司的任何金钱或财产，或须就公司的任何金钱或财产承担法律责任或作出交代，或曾犯涉及公司的任何失当行为或失职行为，而公司是可就该等失当行为或失职行为提出起诉的，则法院可应破产管理署署长或清盘人或任何债权人或分担人提出的申请，就该名发起人、高级人员、清盘人或接管人的行为操守进行讯问，并强迫该人偿还或归还该等金钱或财产或其任何部分，连同按法院认为公正的利率计算的利息，或就该项误用、保留、失当行为或违反信托行为而将法院认为公正的款项注入公司的资产以作为补偿。</p>
146	英文原文	<p>If [730] any person fails or neglects to give assistance in manner required by subsection (4), the court may, on the application of the Secretary for Justice, direct that person to comply with the requirements of the said subsection</p>
	中文译文	<p>如任何人未有以第(4)款所规定的方式或忽略以第(4)款所规定的方式提供协助，法院可应律政司司长的申请，指示该人遵从第(4)款的规定</p>
147	英文原文	<p>If [735] where a company is being wound up the winding up is not concluded within 1 year after its commencement, the liquidator shall, at such intervals as may be prescribed, until the winding up is concluded, send to the Registrar a statement in the prescribed form and containing the prescribed particulars with respect to the</p>

		proceedings in and position of the liquidation.
	中文译文	如某公司正进行清盘而清盘自开始后 1 年内仍未结束, 清盘人须每隔一段订明的期间, 直至清盘结束为止, 向处长送交一份具订明格式的陈述书, 该份陈述书须载有与清盘程序及清盘情况有关的订明细节。
148	英文原文	The liquidator of the company or any other person who appears to the court to be interested may at any time apply to extend the period of 2 years referred to in subsection (1) and the court may so extend, on such terms and conditions as seem to it just and expedient, if [740] it is satisfied that there are exceptional circumstances justifying the extension.
	中文译文	公司的清盘人或法院觉得有利害关系的任何其它人, 可随时申请将第(1)款所提述的 2 年期限延展, 而法院如信纳有特殊情况使延展有理, 可按对于法院是看似公正及合宜的条款及条件, 将该期限如此延展。
149	英文原文	If [745] the Registrar either receives an answer to the effect that the company is not carrying on business or in operation, or does not within 1 month after sending the second letter receive any answer, he may publish in the Gazette and send to the company by post, a notice that at the expiration of 3 months from the date of that notice the name of the company mentioned therein will, unless cause is shown to the contrary, be struck off the register and the company will be dissolved.
	中文译文	处长如接获一项意谓公司不在营业或运作中的回复, 或在送交第二封信件后 1 个月内并无接获任何回复, 则可将一份公告在宪报刊登并以邮递方式送交公司, 述明在该份公告日期起计 3 个月届满时, 除非有相反理由提出, 否则公告内所述公司的名称会自登记册中剔除, 而公司亦会解散。
150	英文原文	A notice to be sent under this section to a liquidator may be addressed to the liquidator at his last known place of business, and a letter or notice to be sent under this section to a company may be addressed to the company at its registered office, or, if [750] no office has been registered, to the care of some officer of the company or, if [751] there is no officer of the company whose name and address are known to the Registrar, may be sent to each of the persons who signed the memorandum, addressed to him at the address mentioned in the memorandum.
	中文译文	根据本条送交清盘人的公告, 可致送清盘人的最后为人所知的营业地址并注明由清盘人收件, 而根据本条送交任何公司的信件或公告, 则可致送该公司的注册办事处并注明由该公司收件; 如该公司并无已注册的办事处, 则可注明交由该公司的某名高级人员转交该公司; 如处长并不知道该公司属下任何高级人员的姓名或名称及地址, 则可按章程大纲内所述的地址, 送交每名签署章程大纲的人并注明由该人收件。
151	英文原文	If [755] the Registrar is not aware of a failure to comply with any requirements under subsections (2) to (5), the Registrar must publish a notice of the proposed deregistration in the Gazette.
	中文译文	如处长并不知悉第(2)至(5)款中有任何规定未获遵从, 则处长必须在宪报刊登关于该项建议的撤销注册的公告。
152	英文原文	The company if [760] still existing would be legally or equitably bound to carry out, complete or give effect to some dealing, transaction or matter.
	中文译文	公司如仍存在则会在法律上或衡平法上有责任进行或完成某些交易或事宜或使其生效。

153	英文原文	If [765] default is made in complying with the requirements of this section, the company and any of the following persons who knowingly and wilfully authorizes or permits the default, namely, any officer of the company, any liquidator of the company and any receiver or manager, shall be liable to a fine.
	中文译文	如因没有遵从本条的规定而构成失责,公司及下述有关人士中任何明知而故意授权作出该项失责行为或准许该项失责行为出现的人(有关人士即公司的任何高级人员、公司的任何清盘人及任何接管人或经理人),均可处罚款。
154	英文原文	Where or the purposes of this Ordinance the Registrar provides a service or information involving computerized information or by means of magnetic tapes or any electronic modes, a relevant person shall not be personally liable for any loss or damage suffered by a user of the service or information by reason of an error or omission of whatever nature appearing therein or however caused if [770] the error or omission, as the case may be, was made in good faith and in the ordinary course of the discharge of the duties of the relevant person.
	中文译文	凡处长为施行本条例而提供涉及计算机数据的服务或数据,或用磁带或任何电子方式提供服务或数据,如在该服务或数据中出现任何性质的错误或遗漏,不论该错误或遗漏(视属何情况而定)如何产生,只要它是在执行有关人士的职责的通常过程中真诚地造成的,则有关人士无须对该服务或数据的使用者因该错误或遗漏(视属何情况而定)而蒙受的损失或损害承担个人法律责任。
155	英文原文	If [775] the name is in English, with the addition of the word "Limited" as the last word thereof.
	中文译文	如该名称是英文名称,须在该名称的末端加上“Limited”一字。
156	英文原文	If [780] the name of the company is in English, the word "Limited" shall form, and be registered as, part of its name and any Chinese equivalent of its name which the company may use shall contain the expression in Chinese "有限公司".
	中文译文	如该公司的名称是英文名称,则“Limited”一字须组成并须注册为该公司名称的一部分,而该公司所使用的任何中文对等名称,须包含“有限公司”一词。
157	英文原文	The circumstances in which an unregistered company may be wound up are as follows- (a) if [785] the company is dissolved, or has ceased to carry on business, or is carrying on business only for the purpose of winding up its affairs; (b) if [786] the company is unable to pay its debts; (c) if [787] the court is of opinion that it is just and equitable that the company should be wound up.
	中文译文	非注册公司可被清盘的情况如下— (a) 如公司解散或已停业,或只为将事务结束而继续营业; (b) 如公司无能力偿付其债项; (c) 如法院认为将公司清盘是公正公平的。
158	英文原文	An unregistered company shall, for the purposes of this Ordinance, be deemed to be unable to pay its debts- (a)... (b)... (c) if [790] execution or other process issued on a judgment, decree or order obtained

		in any court in favour of a creditor against the company, or any member thereof as such, or any person authorized to be sued as nominal defendant on behalf of the company, is returned unsatisfied; (d)...
	中文译文	就本条例而言，如有以下情况，非注册公司须当作无能力偿付其债项— (a)... (b)... (c)就债权人胜诉的判决、判令或命令，而针对该公司或其任何以成员身分行事的成员、或获授权以名义被告人的身分代表该公司被起诉的人所提起有关执行的法律程序或其它法律程序文件，未获履行； (d)...
159	英文原文	For the purposes of subsection (3)(c) and (d), if [795] the accounts required to be provided are in a language other than English or Chinese, the company shall deliver to the Registrar a certified translation of the accounts in English or Chinese in lieu of the certified copy of the accounts in the original language.
	中文译文	就第(3)(c)及(d)款而言，如须提供的帐目所用的语文既非中文亦非英文，则公司须向处长交付该帐目的经核证中文或英文译本，以代替交付采用原本语文的帐目的经核证副本。
160	英文原文	If [800] a non-Hong Kong company changes its corporate name, it shall, within 1 month after the date of the change, deliver to the Registrar for registration
	中文译文	非香港公司的法人名称如有改变，公司须在改变的日期后 1 个月内，向处长交付登记
161	英文原文	If [805] the directors of a non-Hong Kong company decide to cause any accounts of the company to be revised under subsection (1), the company shall, as soon as practicable after the decision, deliver to the Registrar for registration a warning statement, in the specified form, that the accounts will be so revised.
	中文译文	如非香港公司的董事决定根据第(1)款安排对公司的任何帐目作出修订，则该公司须在作出决定后，在切实可行范围内尽快向处长交付符合指明格式的警告性陈述以作登记，该项陈述须述明该等帐目将会被如此修订。
162	英文原文	If [810] the liability of the members of the company is limited, cause notice of that fact to be stated in legible characters in every such prospectus as aforesaid and in all bill-heads, letter paper, notices and other official publications of the company in Hong Kong and, if [811] the company is in liquidation, in all advertisements of the company in Hong Kong, and to be affixed on every place where it carries on its business.
	中文译文	如公司成员的法律职责属有限性质，则促使在前述每份招股章程内以及在该公司于香港的所有单据上方、信笺、通知书及其它正式刊物内，以可阅字样述明该项事实以作通知；如该公司正进行清盘，则亦须促使在该公司于香港的所有广告内，以可阅字样述明该项事实以作通知，并促使在该公司每个经营业务的地点，紧附有关该项事实的通知。
163	英文原文	If [815] subsection (5) is contravened, the non-Hong Kong company and every officer or agent of the company who knowingly and wilfully authorizes or permits the contravention shall be liable to- (a) a fine and, in the case of an individual, imprisonment; and (b) for continued default, a daily default fine,

		but nothing in subsection (5) or this subsection shall invalidate any transaction entered into by the company.
	中文译文	如第(5)款被违反，非香港公司及其明知而故意授权或容许该项违反的高级人员或代理人— (a) 均可处罚款；如属个人，则再可处监禁；及 (b) 如持续失责，则可处按日计算的失责罚款， 然而第(5)款或本款并不使有关公司所订立的交易无效。
164	英文原文	If [820] a non-Hong Kong company that is registered under this Part ceases to have a place of business in Hong Kong, it shall, within 7 days after ceasing to have the place of business, send to the Registrar a notice of that fact in the specified form.
	中文译文	根据本部注册的非香港公司如在香港不再设有营业地点，须在不再设有营业地点后的7天内，向处长送交关于该事实的符合指明格式的通知。
165	英文原文	If [825] so, the address of its principal office in Hong Kong.
	中文译文	如已设立，其在香港的主要办事处的地址。
166	英文原文	Subsections (7) and (8) do not apply if [830] the Commission considers, in the circumstances of the case, that- (a) it is unnecessary or inappropriate that such subsections should apply; or (b) any delay involved in complying with such subsections would not be- (i) in the interest of the investing public; or (ii) in the public interest.
	中文译文	如监察委员会认为在有关个案的情况下— (a) 第(7)及(8)款的适用是无需要或不适当的；或 (b) 为遵守第(7)及(8)款而涉及的任何延搁，并不符合— (i) 投资大众的利益；或 (ii) 公众利益， 则第(7)及(8)款不适用。
167	英文原文	The Registrar shall register a prospectus if [835] subparagraphs (i), (ii), (iii) and (iv) of paragraph (a) are complied with in respect of that prospectus.
	中文译文	处长须将招股章程注册，但该招股章程须符合(a)段第(i)、(ii)、(iii)及(iv)节的规定。
168	英文原文	If [840] any company contravenes subsection (2), the company and every officer of the company who is in default shall be liable to a fine.
	中文译文	如任何公司违反第(2)款，该公司以及其每名失责高级人员均可处罚款。
169	英文原文	If [845] under any provision of this Ordinance there is delivered to the Registrar a document (whether being an original document or a copy) which in the opinion of the Registrar does not comply with such requirements specified by him under this section as are applicable to it, the Registrar may serve on any person by whom under that provision the document was required to be delivered
	中文译文	如处长认为根据本条例任何条文交付处长的文件(不论是文件的正本或副本)，并不符合他根据本条所指明并适用于该文件的规定，处长可向根据该条文须交付该份文件的人

170	英文原文	If [850] any register, index, minute book or book of account required by this Ordinance to be kept by a company is kept by the company by recording the matters in question otherwise than in a legible form, any duty imposed on the company by virtue of this Ordinance to allow inspection of, or to furnish a copy of, the register, index, minute book or book of account or any part of it shall be treated as a duty to allow inspection of, or to furnish, a reproduction of the recording or of the relevant part of it in a legible form.
	中文译文	本条例规定公司须备存的任何登记册、索引、会议纪录册或帐簿，如公司藉以非可阅形式记录有关事项而予以备存，则凭借本条例施加公司的责任，即准许查阅登记册、索引、会议纪录册或帐簿或其中任何部分的责任，或提供登记册、索引、会议纪录册或帐簿或其中任何部分的副本的责任，须视为准许查阅纪录或其有关部分的可阅形式复制本或提供该复制本的责任。
171	英文原文	The power of the court to grant an injunction restraining the first-mentioned person referred to in subsection (1) from engaging in the conduct mentioned in that subsection may be exercised— (a) whether or not it appears to the court that he intends to engage again, or to continue to engage, in that conduct; (b) whether or not he has previously engaged in that conduct; and (c) whether or not there is an imminent danger of substantial damage to any other person if [855] he engages in that conduct.
	中文译文	法院颁发禁制第(1)款提述的首述的人从事该款所述行为的强制令的权力，不论是否有以下情况，均可予行使— (a) 法院觉得该人意图再次从事或继续从事该行为； (b) 该人以前曾从事该行为；及 (c) 如该人从事该行为，便会有对任何其它人造成重大损害的迫切危险。
172	英文原文	Where a limited company is plaintiff in any action or other legal proceeding, any judge having jurisdiction in the matter may, if [859] it appears by credible testimony that there is reason to believe that the company will be unable to pay the costs of the defendant if [860] successful in his defence, require sufficient security to be given for those costs, and may stay all proceedings until the security is given.
	中文译文	凡一间有限公司在任何诉讼或其它法律程序中为原告人，任何在有关事宜上具有司法管辖权的法官，如依据可信证供而觉得有理由相信在被告人胜诉时，该公司将无力支付被告人的讼费，则该法官可规定该公司须就该等讼费给予充分保证，并可搁置所有法律程序，直至该公司给予该项保证为止。
173	英文原文	Power of Chief Executive in Council to order Registrar to refuse registration if [865] satisfied that a company is being formed to evade the Societies Ordinance
	中文译文	[行政长官会同行政会议如信纳一间公司正为规避《社团条例》的管制而组成即有权命令处长拒绝注册
174	英文原文	If [870] there is no director or officer of the company whose name and address are known to the Registrar, the notice may be sent or delivered to each of the persons who signed the memorandum of association, addressed to him at the address mentioned in that memorandum.
	中文译文	如处长并不知道该公司的任何董事或高级人员的姓名或名称及地址，则该份公告可按组织章程大纲内所述的地址，送交或交付每名签署章程大纲的人并注明由该



		人收件。
175	英文原文	If [875] any person is aggrieved by any act or decision of the Official Receiver, that person may apply by originating summons to the court, and the court may confirm, reverse or modify the act or decision complained of, and make such order in the premises as it thinks just.
	中文译文	任何人如因破产管理署署长的任何作为或决定而感到受屈，可藉原诉传票向法院提出申请，而法院可确认、推翻或修改所投诉的作为或决定，并可在此方面作出其认为公正的命令。
176	英文原文	Subsection (1) shall not be construed as- (a) limiting the application of any other provision in the Amending Ordinance; or (b) validating any transaction, entered into before the commencement of sections 5A and 5B, which would have been void if [880] not for the enactment of those sections.
	中文译文	第(1)款不得解释为— (a) 限制修订条例中任何其它条文的适用范围；或 (b) 使在第5A及5B条生效前达成的且若非因该等条文的订立而本已属无效的任何交易变成有效。

## 附录二：“where”引导的条件句

1	英文原文	Subject to paragraphs (c) and (d), any shares held or power exercisable- (i) by any person as a nominee for that other company (except where {5} <sup>38</sup> that other company is concerned only in a fiduciary capacity); or (ii) by, or by a nominee for, a subsidiary of that other company, not being a subsidiary which is concerned only in a fiduciary capacity, shall be treated as held or exercisable by that other company.
	中文译文	除(c)及(d)段另有规定外— (i) 任何人作为该另一间公司的代名人而持有的股份或可行使的权力(该另一间公司仅以受信人身分而关涉在内的情况除外); 或 (ii) 该另一间公司的附属公司(并非仅以受信人身分而关涉的附属公司)或该附属公司的代名人所持有的股份或可行使的权力, 须视为该另一间公司所持有的股份或可行使的权力。
2	英文原文	Where {10} a private company passes a resolution altering its objects- (a) if no application is made with respect thereto under this section, it shall within 15 days after the end of the period for making such an application deliver to the Registrar a printed copy of its memorandum as altered and certified as correct by an officer of the company; and (b) if such an application is made it shall- (i) forthwith give notice of that fact to the Registrar; and (ii) within 15 days after the date of any order cancelling or confirming the alteration, deliver to the Registrar an office copy of the order and, in the case of an order confirming the alteration, a printed copy of its memorandum as altered and certified as correct by an officer of the company.
	中文译文	凡私人公司通过决议修改其宗旨— (a) 如无人就该决议根据本条提出申请, 该公司须在提出该等申请的限期届满后 15 天内, 将一份经修改并由公司一名高级人员核证为正确的章程大纲印刷本交付处长; 及 (b) 如有人提出上述申请— (i) 该公司须随即将此事通知处长; 及 (ii) 在法院作出命令取消或确认该项修改后, 该公司须由命令的日期后 15 天内, 将该命令的正式文本一份交付处长; 如属确认该项修改的命令, 则另须交付一份经修改并由公司一名高级人员核证为正确的章程大纲印刷本。
3	英文原文	Where {15} there are to be joint secretaries, with respect to each of them.
	中文译文	如将会有联名秘书, 则每名联名秘书的下述详情。
4	英文原文	In determining for the purposes of subsection (1)(a) or (b) whether one name is the same as another- (a) the following shall be disregarded-
	中文译文	

<sup>38</sup> “{}”表示“where”在《公司法》中的出现次序, 其中逢五的句子抽样出来以分析其译法和翻译模式。

		(i) the definite article, where {19} it is the first word of the name; (ii) the following words and expressions where {20} they appear at the end of the name
	中文译文	就第(1)(a)或(b)款而决定某个名称是否与另一个名称相同时— (a) 不须理会以下各项— (i) 作为名称第一个字的定冠词； (ii) 在名称末端出现的下列各字或词
5	英文原文	Where {25} the name upon the register of the body to which it was granted is in English, ...
	中文译文	曾获批特许证的团体于登记册上的名称如是英文名称，……
6	英文原文	Where {30} a direction is given under subsection (2) or (4), the Registrar may by a further direction in writing extend the period within which the company is to change its name, at any time before the end of that period.
	中文译文	处长根据第(2)或(4)款发出指示后，可随时在更改公司名称的期限结束前，以进一步的书面指示将该期限延展。
7	英文原文	Provided that, where {35} a private company passes such a resolution, an application may be made to the court for the alteration to be cancelled, and if such an application is made, the alteration shall not have effect except in so far as it is confirmed by the court.
	中文译文	如上述决议是由私人公司通过的，可向法院申请取消该项修改；如有人提出上述申请，则该项修改在法院确认下方具效力。
8	英文原文	If, where {40} any such alteration has been made, the company at any time after the date of the alteration issues any copies of the memorandum which are not in accordance with the alteration, the company and every officer of the company who is in default shall be liable for each offence to a fine.
	中文译文	如公司的章程大纲已有上述的任何修改，而在修改日期后，公司于任何时间发出的任何章程大纲，与有关修改并不相符，则公司及其每名失责高级人员，均可就每项罪行被处罚款。
9	英文原文	Every statement in lieu of prospectus delivered under subsection (1) shall, where {45} the persons making any report required by Part II of the Second Schedule have made therein or have, without giving the reasons, indicated therein any such adjustments as are mentioned in paragraph 5 of the Second Schedule, have endorsed thereon or attached thereto a written statement signed by those persons setting out the adjustments and giving the reasons therefor.
	中文译文	凡作出附表 2 第 II 部所规定的报告的人已在报告内作出，或在并无提出有关理由的情况下，已在报告内表明任何附表 2 第 5 段所述的调整，则每份根据第(1)款交付的代替招股章程陈述书，均须注明或附有列明该等调整及就调整提出理由的书面陈述，并由该等人士签署。
10	英文原文	A company whose objects require or comprise the transaction of business outside Hong Kong, may, if authorized by its articles, have for use in any territory, district, or place not situate in Hong Kong, an official seal, which shall be a facsimile of the common seal of the company, with the addition on its face of the name of every territory, district, or place where {50} it is to be used.
	中文译文	任何公司，如其宗旨需要或包括在香港以外进行业务交易，可在其章程细则许可下，在香港以外的任何领域、地区或地方备有一个正式印章，以供使用；该正式印章须为该公司法团印章的复制品，但须在其印面加上该正式印章会被使用的有关领域、地区或地方的名称。

11	英文原文	Where {55} the notice or order is issued with modifications which in the opinion of the Commission result in the notice or order being significantly different from the draft, publish, in such manner as it considers appropriate, details of the difference.
	中文译文	(如该公告或命令经过修改, 而监察委员会认为该等修改导致该公告或命令与草拟本有重大差异)以它认为适当的方式发表该等差异的细节。
12	英文原文	The Commission may- (a) authorize the registration by the Registrar, of a prospectus to which this section applies and where {60} the Commission so authorizes, the Commission shall issue a certificate (b) refuse to authorize such registration.
	中文译文	监察委员会可— (a) 批准本条适用的招股章程由处长注册; 凡监察委员会如此批准, 则须发出一份证明书 (b) 拒绝批准注册。
13	英文原文	Subsection (1)(d) shall not apply- (a) to the Commission; (b) where {65} the relevant prospectus is authorized by a recognized exchange company pursuant to a transfer order made under section 25 of the Securities and Futures Ordinance (Cap 571), to the Commission or the recognized exchange company
	中文译文	第(1)(d)款不适用于— (a) 监察委员会; (b) (如有关招股章程是由某认可交易所依据一项根据《证券及期货条例》(第 571 章)第 25 条作出的转移令而批准的)监察委员会及该交易所
14	英文原文	Subsection (1) shall not apply- (a) to the Commission; (b) where {69} the relevant prospectus is authorized by a recognized exchange company pursuant to a transfer order made under section 25 of the Securities and Futures Ordinance (Cap 571), to the Commission or the recognized exchange company; or (c) where {70} the relevant prospectus is authorized by a recognized exchange controller pursuant to a transfer order made under section 68 of that Ordinance, to the Commission or the recognized exchange controller.
	中文译文	第(1)款不适用于— (a) 监察委员会; (b) (如有关招股章程是由某认可交易所依据一项根据《证券及期货条例》(第 571 章)第 25 条作出的转移令而批准的)监察委员会及该交易所; 或 (c) (如有关招股章程是由某认可控制人依据一项根据该条例第 68 条作出的转移令而批准的)监察委员会及该控制人。
15	英文原文	An allotment made by a company to an applicant in contravention of the provisions of sections 42 and 43, shall be voidable at the instance of the applicant within 1 month after the holding of the statutory meeting of the company and not later, or, in any case where {75} the company is not required to hold a statutory meeting, or where {76} the allotment is made after the holding of the statutory meeting, within 1 month after the date of the allotment, and not later, and shall be so voidable notwithstanding that the company is in course of being wound up.
	中文	公司违反第 42 及 43 条的条文而向申请人作出的分配, 可由申请人在该公司举

	译文	行法定大会后 1 个月内，但不得迟于 1 个月后，提出要求使其无效；如该公司无须举行法定大会，或该项分配是在举行法定大会后始行作出，则可在作出分配的日期后 1 个月内，但不得迟于 1 个月后提出，而即使该公司正进行清盘，亦可如此使其无效。
16	英文原文	Where {80} shares are allotted credited as fully paid up on a capitalization, the delivery by the company to the Registrar of a copy of the resolution authorizing the allotment shall be a sufficient compliance with the requirements of subsection (1)(b).
	中文译文	凡在某项资本化行动中，将股份分配并入帐列为全部缴足股款的股份，有关公司若将一份批准作出该项分配的决议文本交付处长，即属充分遵从第(1)(b)款的规定。
17	英文原文	In sections 47A to 48- "distributable profits" (可分发利润), in relation to the giving of any financial assistance- (a) means those profits out of which the company could lawfully make a distribution equal in value to that assistance; and (b) includes, in a case where {85} the financial assistance is or includes a non-cash asset, any profit which, if the company were to make a distribution of that asset, would under section 79L be available for that purpose.
	中文译文	在第 47A 至 48 条中— “分发”(distribution) 具有第 79A 条给予该词的涵义； “可分发利润”(distributable profits) 就给予任何资助而言— (a) 指公司可从中将一笔与该项资助等值的款项合法地分发的该等利润；及 (b) 如该项资助是一项非现金资产或包括一项非现金资产，则包括假若该公司分发该项资产时即会根据第 79L 条成为可供分发的任何利润。
18	英文原文	Where {89} the financial assistance is to be given by the company in a case where {90} the acquisition of shares in question is or was an acquisition of shares in its holding company, that holding company and any other company which is both the company's holding company and a subsidiary of that other holding company (except, in any case, a company which is a wholly-owned subsidiary) shall also approve by special resolution in general meeting the giving of the financial assistance.
	中文译文	凡公司给予资助所涉及的股份收购，在现时或以前是一项其控股公司的股份收购，则该控股公司以及同时属上述给予资助的公司的控股公司及首述控股公司的附属公司的任何其它公司(但属全资附属公司者则除外)，亦须在大会上藉特别决议批准该项资助。
19	英文原文	Where {95} that company is a subsidiary and both a majority of its directors and a majority of the directors of any of its holding companies made such a statement, the date on which the earliest of the statements was made.
	中文译文	如公司是一间附属公司，而其过半数董事以及其任何控股公司的过半数董事均作出上述陈述书，则为作出最早一项陈述书的日期。
20	英文原文	With the exception made by section 48D(6), this section applies where {100} the issuing company has secured at least a 90 per cent equity holding in another company in pursuance of an arrangement providing for the allotment of equity shares in the issuing company on terms that the consideration for the shares allotted is to be provided- (a) by the issue or transfer to the issuing company of equity shares in the other company; or (b) by the cancellation of any such shares not held by the issuing company.
	中文译文	

	中文译文	除第 48D(6)条所指不适用的个案外，本条于以下情况适用：发行公司已依据一项安排取得另一公司最少百分之九十的股份的权益，该项安排规定分配发行公司的权益股份，而分配发行条款是，获分配的股份的代价须藉下列方式提供— (a) 将该另一公司的权益股份发行予或转让予发行公司；或 (b) 取消任何并非由发行公司持有的该另一公司的权益股份。
21	英文原文	Without prejudice to subsection (4) and subject to subsection (6), where {105} a company is about to redeem shares, it has power to issue shares up to the nominal value of the shares to be redeemed as if those shares had never been issued.
	中文译文	在不损害第(4)款的原则下及除第(6)款另有规定外，如公司即将赎回股份，则公司有权发行股份，其面值可达即将赎回的股份的面值，犹如该等即将赎回的股份从未发行一样。
22	英文原文	In relation to a resolution agreed to, or proposed to be agreed to, in accordance with section 116B- (a) conferring authority to make a purchase of the company's shares under subsection (2); (b) varying, revoking or renewing an authority under subsection (3); or (c) conferring authority to vary a contract for a purchase of the company's shares under subsection (6), then- (i) subsection (4) shall not apply but, for the purposes of section 116B(1), a member holding shares to which the resolution relates shall not be regarded as a member who would be entitled to attend and vote; (ii) subsection (5) shall not apply but the documents referred to in that subsection and, where {110} that subsection applies by virtue of subsection (6), the further documents referred to in subsection (6), shall be supplied- (A) to each member by whom, or on whose behalf, the resolution is required to be signed in accordance with section 116B; and (B) at or before the time at which the resolution is supplied to the member for signature.
	中文译文	如一项按照第 116B 条的规定而获赞同(或建议如此赞同)的决议是— (a) 根据第(2)款授予权限以购买有关公司的股份的； (b) 根据第(3)款更改、撤销或重订权限的；或 (c) 根据第(6)款授予权限以更改一份购买有关公司的股份的合约的， 则— (i) 第(4)款并不就该项决议而适用，但就第 116B(1)条而言，持有该项决议所关涉的股份的成员不得被视为有权出席和表决的成员； (ii) 第(5)款并不就该项决议而适用，但须时该款提述的文件以及(在该款凭借第(6)款而适用的情况下)第(6)款提述的其它文件— (A) 提供予按照第 116B 条规定须签署(或由他人代表签署)该项决议的每名成员；并且 (B) 在提供该项决议予有关成员签署之时或之前提供予该成员。
23	英文原文	This section has effect where {115} a company has, on or after the commencement* of the Companies (Amendment) Ordinance 1991 (77 of 1991)- (a) issued shares on terms that they are or are liable to be redeemed; or (b) agreed to purchase any of its own shares.

	中文译文	如任何公司在《1991年公司(修订)条例》+(1991年第77号)生效*当日或生效后— (a) 曾以须赎回或可赎回股份的条款发行股份；或 (b) 曾同意购买本身的任何股份， 则本条即具效力。 (2) 公司无须就其未有赎回或未有购买任何该等股份负损害赔偿的法律责任。
24	英文原文	Where {120} the increase in the share capital of the company takes effect on a date after the date on which the resolution authorizing the increase is passed, the notice referred to in subsection (1) shall be given to the Registrar within 15 days after the increase takes effect.
	中文译文	如公司股本增加的生效日期，是在批准该项增加的决议的通过日期之后的，第(1)款提述的通知须在股本增加生效后15天内向处长作出。
25	英文原文	Where {125} the proposed reduction of share capital involves either diminution of liability in respect of unpaid share capital or the payment to any shareholder of any paid-up share capital, and in any other case if the court so directs, the following provisions shall have effect, subject nevertheless to subsection (3).
	中文译文	凡建议的股本减少涉及减轻未缴款股本的法律责任，或涉及付款予任何持有缴足款股本的股东，或如在其它情况下法院如此指示，则除第(3)款另有规定外，下述条文具有效力。
26	英文原文	Where {130}, in the case of a company the share capital of which is divided into different classes of shares, special rights are attached to any such class of shares otherwise than by the memorandum and the articles do not provide for the variation of those rights, the articles shall be deemed to contain provision that such rights shall not be varied except with the consent in writing of the holders of three-fourths in nominal value of the issued shares of the class in question or with the sanction of a special resolution passed at a separate general meeting of the holders of that class.
	中文译文	凡一间公司的股本分为不同类别的股份，而特别权利并非藉章程大纲附于任何此等类别股份，而且章程细则并无订定关于更改该等权利的条文，则章程细则须当作载有条文，规定除获得持有面值四分之三有关类别的已发行股份的股东书面同意外，或除获得该类别股份持有人独立举行的大会上通过一项特别决议认许外，不得更改上述权利。
27	英文原文	Section 64 shall apply where {134} a company's articles are by virtue of subsection (1) deemed to contain a provision for the variation of the rights attached to a class of shares as it applies where {135} the articles in fact contain such a provision.
	中文译文	凡一间公司的章程细则凭借第(1)款而当作载有一项关于更改附于某一类别股份的权利的条文，第64条即属适用，犹如该条适用于章程细则事实上载有该项条文一样。
28	英文原文	Where {140} a company refuses to register a transfer of any shares, the transferee may apply to the court to have the transfer registered by the company; and the court may, if it is satisfied that the application is well founded, disallow the refusal and order that the transfer be registered forthwith by the company.
	中文译文	凡公司拒绝登记任何股份的转让，受让人可向法院申请由公司登记该宗转让；法院如信纳该项申请有充分根据，即可拒准该项拒绝登记者，并可命令公司立即登记该宗转让。
29	英文原文	Where {145} a company issues a new certificate under this section, it shall forthwith cancel the original certificate and make such entry in the register of members of the company as the case may require in order to record such issue and cancellation and, where {146} the new certificate is issued to a person other than the registered holder

		of the relevant shares, any instrument of transfer caused to be executed by the company under subsection (6)(c)(ii) shall, for the purpose of registering the relevant shares in the name of that person, be deemed to be an instrument of transfer duly delivered to the company under section 66.
	中文译文	公司凡根据本条发出新股票，须立即将原有股票取消，并在公司的成员登记册内作出按情况所需的记项，以记录上述的发出及取消事宜；此外，如新股票是发给有关股份的登记持有人以外的人，则公司根据第(6)(c)(ii)款安排签立的转让文书，就以该人的名义登记有关股份的目的而言，须当作是根据第 66 条妥为交付公司的转让文书。
30	英文原文	Where {150} any person (in this paragraph referred to as "the claimant") would have been entitled but for this subsection to have his name entered in the register of members of the company in respect of the relevant shares or any of them.
	中文译文	凡任何人(在本段中称为“申请人”)如非因本款则有权就有关股份或其任何部分而名列公司成员登记册者。
31	英文原文	Where {155} a company compensates any person under this section for any loss arising from forgery, the company shall, without prejudice to any other rights or remedies, have the same rights and remedies against the person liable for the loss as the person compensated would have had.
	中文译文	凡公司根据本条赔偿任何人因伪造而产生的损失，在不损害任何其它权利及补救的情况下，公司在针对须对有关损失负责的人所具有的权利及补救，与该名已获赔偿的人会具有相同。
32	英文原文	Where {160} in the case of- (a) debentures forming part of a series issued by a company and ranking pari passu with the other debentures of that series; or (b) debenture stock, the debentures or the trust deed or other document securing the debentures or stock provide for the holding of meetings of holders of debentures or stock, then subject to any provision so made, sections 113, 114B, 114C, 114D(2) and 114E shall apply in relation to such meetings and to the holders of the debentures or stock as they apply in relation to meetings of the company and members of the company.
	中文译文	凡属— (a) 构成公司所发行的一系列享有同等权益的债权证中的一部分的债权证；或 (b) 债权股证， 而该等债权证或保证该等债权证或债权股证的信托契据或其它文件，就举行债权证或债权股证持有人会议一事订定条文，则在如此订立的条文的规限下，第 113、114B、114C、114D(2)及 114E 条适用于此等会议及该等债权证或债权股证持有人，一如适用于公司的会议及公司的成员。
33	英文原文	Where {165} a company has either before or after the commencement of this Ordinance deposited any of its debentures to secure advances from time to time on current account or otherwise, the debentures shall not be deemed to have been redeemed by reason only of the account of the company having ceased to be in debit whilst the debentures remained so deposited.
	中文译文	凡公司在本条例生效之前或之后存放任何债权证以保证不时从来往账户或在其它账户获得贷款，则该等债权证在仍然如此存放时，不得仅因公司之账户已停止出现借差而当作已被赎回。
34	英文原文	Where {170} the directors of a company are, after making all reasonable enquiries, unable to determine whether a particular profit made before the appointed day is realised or unrealised, they may treat the profit as realised; and where {171} after



		making such enquiries they are unable to determine whether a particular loss so made is realised or unrealised, they may treat the loss as unrealised.
	中文译文	公司董事如在作出所有合理查询后，仍未能确定在指定日期前所获的某项利润为已实现或未实现的利润，可将该项利润视为已实现利润；而凡于作出上述查询后，仍未能确定在指定日期前所遭受的某项亏损为已实现或未实现的亏损，则可将该项亏损视为未实现的亏损。
35	英文原文	The relevant section is treated as contravened in the case of a distribution unless the statutory requirement about the relevant accounts (that is, the requirement of this section and sections 79G, 79H and 79I, as and where {175} applicable) are complied with in relation to that distribution.
	中文译文	在分发中，除非关于有关帐目的法例规定(即本条及第 79G、79H 或 79I 条的规定所适用之处及在适用的时候)已获遵从，否则视为有关一条的规定被违反。
36	英文原文	Subsection (1) applies (if it would not otherwise do so) to- (a) financial assistance lawfully given by a listed company out of its distributable profits in a case where {178} the assistance is required to be so given by section 47D; (b) financial assistance lawfully given by an unlisted company out of its distributable profits in a case where {179} the assistance is required to be so given by section 47E(2); (c) financial assistance given by a company in contravention of section 47A, in a case where {180} the giving of that assistance reduces the company's net assets or increases its net liabilities; (d) a payment made by a company in respect of the purchase by it of shares in the company (except a payment lawfully made otherwise than out of distributable profits); and (e) a payment of any description specified in section 49F (company's purchase of right to acquire its own shares, etc.), being financial assistance given or payment made since the relevant accounts were prepared, as if any such financial assistance or payment were a distribution already made in pursuance of a determination made by reference to those accounts.
	中文译文	第(1)款适用于下述各项(如无本款则非如此适用者)—— (a) 上市公司合法地从其可分发利润中拨款给予的资助(如第 47D 条规定须如此拨款给予该项资助); (b) 非上市公司合法地从其可分发利润中拨款给予的资助(如第 47E(2)条规定须如此拨款给予资助); (c) 一间公司违反第 47A 条而给予的资助 (如给予该项资助会导致该公司的净资产减少或导致其净负债增加); (d) 一间公司就购买本身的股份而作出的支付 (合法地并非从可分发利润中拨款作出的支付除外); 及 (e) 第 49F 条所指明任何种类的支付(公司购买收购本身股份的权利等), 而上述的资助或支付乃于有关帐目拟备后始行给予或作出者, 犹如该项资助或支付是已依据藉参照该等帐目所作的确定而作出的分发一样。
37	英文原文	Where {185} a distribution, or part of one, made by a company to one of its members is made in contravention of this Part and, at the time of the distribution, he knows or has reasonable grounds for believing that it is so made, he is liable to repay it (or that part of it, as the case may be) to the company or (in the case of a

		distribution made otherwise than in cash) to pay the company a sum equal to the value of the distribution (or part) at that time.
	中文译文	凡公司向其一名成员作出的分发或其部分违反本部规定,而在有关分发作出时,该名成员知道或有合理理由相信该项分发是如此作出的,该名成员有法律责任向公司偿还该项分发(或其中该部分,视属何情况而定),或(如属以非现金作出的分发)支付公司一笔相等于该项分发(或该部分)当时价值的款项。
38	英文原文	Where {190} a charge is created in Hong Kong but comprises property outside Hong Kong the instrument creating or purporting to create the charge may be sent for registration under this section notwithstanding that further proceedings may be necessary to make the charge valid or effectual according to the law of the country in which the property is situate.
	中文译文	如押记在香港设定,但包含香港以外的财产,则设定或看来是设定该项押记的文书,可根据本条送交登记,即使按照该财产所在国家的法律,可能需有进一步的法律程序,始可使该项押记有效或有作用。
39	英文原文	Where {195} registration is effected on the application of some person other than the company, that person shall be entitled to recover from the company the amount of any fees properly paid by him to the Registrar on the registration.
	中文译文	凡登记是应有关公司以外的人的申请而作出,则该人有权向该公司追讨其就该项登记而恰当地缴付处长的费用款额。
40	英文原文	Where {200} the Registrar enters a memorandum of satisfaction in whole under subsection (1), he shall, if required and upon payment of the prescribed fee, endorse the words "satisfaction entered" or the expression in Chinese "已清偿" upon the instrument creating the charge.
	中文译文	如处长根据第(1)款记入有关全部债项的清偿备忘录,则在有要求提出时及获支付订明费用后,须在设定该项押记的文书上注明"satisfaction entered"或"已清偿"字样。
41	英文原文	Provided that a company shall not be bound to send such notice where {205} such copies have, at all times since they came into existence or, in the case of copies in existence at the commencement* of the Companies (Amendment) Ordinance 1984 (6 of 1984), at all times since then, been kept at the registered office of the company.
	中文译文	但如该等副本自开始存在时已时刻备存于该公司的注册办事处,或如属《1984年公司(修订)条例》+(1984年第6号)生效*时已存在的副本,而该等副本此后时刻备存于该公司的注册办事处,则该公司无须送交此等通知书。
42	英文原文	Where {210} a non-Hong Kong company that is registered under Part XI after the commencement* of section 15 of Schedule 2 to the Companies (Amendment) Ordinance 2004 (30 of 2004) has, on the date of such registration, any property in Hong Kong that is subject to a charge created by the company or subsisting when the property was acquired, being a charge of any such kind as would, if it had been created by the company or the property had been acquired after the company has been so registered, have been required to be registered under this Part, the company shall, within 5 weeks after it is so registered, deliver to the Registrar for registration the particulars in the specified form (including any instrument or its copy by which the charge was created or is evidenced) that are mentioned in this Part as requiring registration in respect of a charge of that kind.
	中文译文	凡在《2004年公司(修订)条例》(2004年第30号)附表2第15条生效*之后根据第XI部注册的非香港公司,于该项注册的日期当日拥有受押记规限的位于香港的财产(不论该押记是由该公司设定或在该公司获取该财产时已存在的),而该押记所属类别为假使该押记是在该公司如此注册后才由该公司设定(或假使该公司是在如此注册后才获取该财产)即须根据本部登记者,则该公司须在它如此注

		册后的 5 个星期内，将本部所提及须就该类别押记而登记的详情(包括该押记藉以设定或获证明的任何文书或其副本)，以指明格式交付处长登记。
43	英文原文	Where {215}, by virtue of proviso (b) to section 95(2), the register is kept at the office of some person other than the company, and by reason of any default of his the company fails to comply with subsection (3) of that section, section 96(2A) or section 98 or with any requirements of this Ordinance as to the production of the register, that other person shall be liable to the same penalties as if he were an officer of the company who was in default, and the power of the court under section 98(4) shall extend to the making of orders against that other person and his officers and servants.
	中文译文	凡登记册凭借第 95(2)条的但书(b)而备存于公司以外的其它人的办事处，而公司因该人的失责而未有遵从该条第(3)款、第 96(2A)或 98 条的规定，或未有遵从本条例中关于出示该登记册的任何规定，则其人可处相同的刑罚，犹如该人是公司的一名失责高级人员一样，而法院根据第 98(4)条所具的权力，须延伸及针对该人及其高级人员及受雇人而作出命令。
44	英文原文	Provided that where {220} the period between the date of issue of the first licence issued to a company under this section and the 31 December next following is less than a year, a proportionate part only of such fee shall be charged.
	中文译文	但如公司首次根据本条获发给特许证的日期至随后的 12 月 31 日的一段期间少于 1 年，则只收取该费用按比例计算的部分。
45	英文原文	... in a case in which the register of members is, under the provisions of this Ordinance, kept elsewhere than at the registered office, the address of the place where {225} it is kept.
	中文译文	……成员登记册备存地点的地址(如该登记册乃根据本条例条文而备存于注册办事处以外的地点)。
46	英文原文	Where {230} the annual return discloses the fact that the number of members of the company exceeds 50, also a certificate so signed that the excess consists wholly of persons who, under section 29(1)(b), are not to be included in reckoning the number of 50.
	中文译文	凡周年申报表披露公司的成员人数超过 50 名，亦须送交一份经如此签署的证明书，证明于计算该 50 人时超额者全属根据第 29(1)(b)条无须包括在内的人。
47	英文原文	Quorum where {235} company has only one member
	中文译文	公司只有一名成员时的法定人数
48	英文原文	Where {240} before the date of commencement* of the Companies (Amendment) Ordinance 1984 (6 of 1984) a meeting had been convened for the purpose of passing a resolution as an extraordinary resolution, and at that meeting that resolution has after that date been passed in the manner required by the law in force before that date relating to the passing of an extraordinary resolution and such resolution would under that law have been effective for its purpose, such resolution shall be as effective as if it had been a special resolution.
	中文译文	凡在《1984 年公司(修订)条例》+(1984 年第 6 号)生效日期*前，曾召开一个旨在以非常决议形式通过一项决议的会议，而该项决议在该日期之后，已在该会议上以该日期之前已施行而与通过非常决议有关的法律所规定的方式通过，且该项决议就其目的而言会根据该法律成为有效，则该项决议须犹如一项特别决议般有效。
49	英文原文	Where {245} by any provision hereafter contained in this Ordinance special notice is required of a resolution, the resolution shall not be effective unless notice of the

		intention to move it has been given to the company not less than 28 days before the meeting at which it is moved, and the company shall give its members notice of any such resolution at the same time and in the same manner as it gives notice of the meeting or, if that is not practicable, shall give them notice thereof, either by advertisement in a newspaper having an appropriate circulation or in any other mode allowed by the articles, not less than 21 days before the meeting.
	中文译文	凡本条例以下所载的任何条文，规定任何决议须有特别通知，则该决议不具效力，除非在动议该决议的会议举行日期不少于 28 天前，已向公司发出有关动议该决议的意向的通知，而该公司须在发出会议通知书的同时，以同样方式向其成员发出有关此等决议的通知；如此举并不切实可行，则该公司须于该会议举行不少于 21 天前，在一份具适当销量的报章刊登广告，或以章程细则所容许的任何其它方式，向成员发出有关该决议的通知。
50	英文原文	Place where {250} minute book is to be kept and notice of change of place
	中文译文	备存会议纪录簿册的地点及更改地点通知书
51	英文原文	For the purposes of this section and the following provisions of this Ordinance, except where {255} the context otherwise requires,- (a) any reference to a balance sheet or profit and loss account shall include any notes thereon or document annexed thereto giving information which is required by this Ordinance and is thereby allowed to be so given; and (b) any reference to a profit and loss account shall be taken, in the case of a company not trading for profit, as referring to its income and expenditure account, and references to profit or to loss and, if the company has subsidiaries, references to a consolidated profit and loss account shall be construed accordingly.
	中文译文	就本条及本条例以下条文而言，除文意另有所指外— (a) 凡提述资产负债表或损益表之处，须包括提述该资产负债表或损益表的任何附注，或附录于资产负债表或损益表的任何文件，该等文件及附注乃提供本条例所规定提供并容许如此提供的数据者；及 (b) 如属非牟利公司，凡提述损益表之处，须视为提述该公司的收支表；而提述利润或提述亏损之处，以及提述综合损益表之处(如该公司有附属公司)，均须据此解释。
52	英文原文	A holding company's directors shall secure that except where {260} in their opinion there are good reasons against it, the financial year of each of its subsidiaries shall coincide with the company's own financial year.
	中文译文	控股公司的董事须确保公司的每间附属公司的财政年度与公司本身的财政年度一致，但上述董事认为有好的理由对此加以反对者则除外。
53	英文原文	For the purposes of subsection (1)- (a) shares of an undertaking which is a body corporate shall be treated as being held, or as not being held, by another undertaking if they would, by virtue of section 2(4), (5), (6) and (7), be treated as being held or, as the case may be, as not being held by that other undertaking for the purpose of determining whether the first-mentioned undertaking is its subsidiary; and (b) the proportion of the nominal value of the issued shares of any class represented by the shares held by the company shall be stated by way of a percentage, and any such percentage may be stated to the nearest whole number per cent except where {265} it is between 49% and 50% or between 50% and 51%, in either of which

		events it shall be stated to as many decimal places as would be required to indicate the percentage, to one significant figure, of the proportion of the nominal value of the issued shares of that class represented by one share.
	中文译文	就第(1)款而言— (a) 如凭借第 2(4)、(5)、(6)及(7)条, 某属法人团体的企业(“前者”)的股份会为断定该企业是否另一企业(“后者”)的附属公司的目的, 而被视为由后者持有或并非由后者持有, 则前者的股份须视为由后者持有或(视属何情况而定)并非由后者持有; 及 (b) 公司所持股份占任何类别已发行股份的面值比例, 须采用百分率说明, 而任何此等百分率均可以最接近的整数百分率说明, 但如该百分率乃介乎 49%与 50%之间或介乎 50%与 51%之间, 则须尽量说明多位小数以表明一股股份占该类别已发行股份的面值比例的百分率(计算至一位有效数字)。
54	英文原文	Where {270}, in the case of a private company having a share capital, advantage is taken of subsection (4)- (a) there shall be added to the particulars, if any, given in compliance with subsection (1) or (2) the information that the particulars deal only with bodies carrying on businesses of the kind referred to in subsection (4); and (b) the particulars, if any, given in compliance with subsection (1) or (2), together with those which, but for the fact that advantage is so taken, would have to be so given, shall be set out in a statement in the specified form, which shall be sent to the Registrar within 42 days after its accounts have been laid before it in general meeting.
	中文译文	凡一间有股本私人公司利用第(4)款, 则— (a) 遵从第(1)或(2)款的规定而提供的详情(如有的话)须加入下述数据: 该等详情只处理有经营第(4)款提述的种类的业务的团体; 及 (由 2003 年第 28 号第 50 条代替) (b) 须将遵从第(1)或(2)款的规定而提供的详情(如有的话), 连同若非因如此利用第(4)款本须如此提供的详情, 在一份具指明格式的陈述书中列出, 而该陈述书须于公司帐目在大会上提交公司省览后 42 天内送交处长。
55	英文原文	In the case of a company carrying on banking business, the balance sheet shall be signed by the secretary or manager, if any, and where {275} there are more than 3 directors of the company by at least 3 of those directors, and where {276} there are not more than 3 directors by all the directors.
	中文译文	如属一间经营银行业务的公司, 资产负债表须由秘书或经理(如有的话)签署; 凡公司的董事人数多于 3 名, 亦须由最少 3 名董事签署, 凡董事人数并不多于 3 名, 则须由全体董事签署。
56	英文原文	Where {280} at an annual general meeting of a company no auditors are appointed or reappointed, the court may, on the application of any member of the company, appoint a person to fill the vacancy.
	中文译文	凡在公司的周年大会上并无委任或并无再度委任核数师, 法院可应公司的任何成员提出的申请, 委任一人填补该空缺。
57	英文原文	Where {285} it is proposed to remove, in the manner described in subsection (1)(d), an auditor which is a corporate practice within the meaning of the Professional Accountants Ordinance (Cap 50) (which kind of practice is in this Part subsequently referred to as a "corporate practice"), the right to attend and to be heard described in subsection (6) is exercisable by an individual authorized by such auditor in writing to be its representative at the general meeting concerned.

	中文译文	凡拟将属《专业会计师条例》(第 50 章)所指的执业法团(在本部中以后称为“执业法团”)的核数师以第(1)(d)款描述的方式免任, 则第(6)款所描述的出席及陈词的权利, 可由该核数师以书面授权作为其代表的个人在有关大会上行使。
58	英文原文	Where {290} an auditor who has resigned is a corporate practice, the right to attend and to be heard in the manner described in subsection (5) is exercisable by an individual authorized by such auditor in writing to be its representative at the general meeting concerned.
	中文译文	凡已辞职的核数师属执业公司, 第(5)款所描述的出席及陈词的权利, 可由该核数师以书面授权作为其代表的个人在有关大会上行使。
59	英文原文	Where {295} there is a relevant date in respect of a general meeting of a listed company, the company shall not send to an entitled person of the company a copy of the summary financial report in relation to the meeting until the expiry of such period as may be specified by regulations made under section 359A(2).
	中文译文	如就上市公司的大会而有有关日期, 该公司不得向其有权利的人送交与该次大会有关的财务摘要报告, 直至根据第 359A(2)条订立的规例指明的一段期间届满为止。
60	英文原文	Where {300} a listed company's relevant financial documents or summary financial report are or is treated as being sent to an entitled person of the company by virtue of the operation of subsection (1), the documents or report, as the case may be, shall be treated as being sent to the person not less than 21 days before the date of the general meeting to which the documents or report
	中文译文	凡上市公司的有关财务文件或财务摘要报告凭借第(1)款的施行视为已送交该公司的某有权利的人, 则在以下情况下并只在以下情况下, 该等文件或报告(视属何情况而定)须视为在与该等文件或报告(视属何情况而定)有关的大会举行的日期前不少于 21 天已送交该人
61	英文原文	Where {305} 2 or more inspectors are appointed as aforesaid in respect of the same investigation, the power conferred by this section may be exercised by any of them.
	中文译文	凡有 2 名或多于 2 名审查员就同一宗调查如前述般获委任, 本条所授予的权力可由其中任何审查员行使。
62	英文原文	The expenses of and incidental to an investigation by an inspector appointed by the Financial Secretary under section 142 or 143 shall be defrayed in the first instance out of the general revenue of Hong Kong, but the following persons shall, to the extent mentioned, be liable to repay such expenses to the Government- (a) any person who is convicted by a court or magistrate on a prosecution instituted as a result of the investigation, or who is ordered by a court or magistrate to pay damages or restore any property in proceedings brought by virtue of section 147(3) or to pay the whole or any part of the costs of any such proceedings, to such extent as may be ordered by such court or magistrate; (b) any body corporate in whose name proceedings are brought as aforesaid, to the amount or value of any sums or property recovered by it as a result of those proceedings; (c) any body corporate dealt with by the report, where {310} the inspector was appointed otherwise than of the Financial Secretary's own motion, shall be liable, except so far as the Financial Secretary otherwise directs; and (d) the applicants for the investigation, where {311} the inspector was appointed under section 142, shall be liable to such extent (if any) as the Financial Secretary may direct;

		and any amount for which a body corporate is liable by virtue of paragraph (b) shall be a first charge on the sums or property mentioned in that paragraph.
	中文译文	<p>财政司司长根据第 142 或 143 条委任审查员进行一项调查所需及附带的费用，须由香港政府一般收入中先行拨款支付，但以下的人须在所述的范围内，负上向政府偿还该等费用的法律责任—</p> <p>(a) 任何在因该项调查而提起的检控中被法院或裁判官定罪的人，或在凭借第 147(3)条提起的法律程序中被法院或裁判官命令支付损害赔偿或归还任何财产的人，或被法院或裁判官命令支付该等法律程序的全部或部分讼费的人，其偿还范围为该法院或裁判官所命令者；</p> <p>(b) 如前述般以其名义提起法律程序的法人团体，而偿还款额以该法人团体因该等法律程序而讨回的任何款项的数额或任何财产的价值为限；</p> <p>(c) 上述报告所处理的法人团体 (如该审查员并非由财政司司长主动委任)须负法律责任，但如财政司司长另作指示则除外；及</p> <p>(d) 申请进行该项调查的人(如审查员根据第 142 条获委任)须按财政司司长所指示的范围(如有的话)负上法律责任，此外，法人团体凭借(b)段而负上法律责任的任何款额，须为该段中所述款项或财产的第一押记。</p>
63	英文原文	If the books or papers are not produced, to require the person who was required to produce them to state, to the best of his knowledge and belief, where {315} they are.
	中文译文	如该等簿册或文据未被出示，则要求该名曾被要求出示该等簿册或文据的人尽其所知所信，述明该等簿册或文据的所在。
64	英文原文	Any power exercisable by a director under the articles of a company (not being a private company) in a case where {319} the number of directors is reduced below the number fixed as the necessary quorum of directors, being a power to act for the purpose of increasing the number of directors or of summoning a general meeting of the company but not for any other purpose, shall be exercisable also in a case where {320} the number of directors is reduced below the number required by subsection (1).
	中文译文	在不是私人公司的公司的董事人数减至所订定的董事法定人数以下的情况下根据公司的章程细则可由一名董事行使的权力(即为增加董事人数或为召集公司大会而行使的权力，但并非为任何其它目的而行使的权力)，亦可在董事人数减至第(1)款所规定数目以下的情况下行使。
65	英文原文	<p>Where {325} the articles of a company authorize a director to appoint an alternate director to act in his place, then, unless the articles contain any provision to the contrary, whether express or implied-</p> <p>(a) an alternate director so appointed shall be deemed to be the agent of the director who appoints him; and</p> <p>(b) a director who appoints an alternate director shall be vicariously liable for any tort committed by the alternate director while acting in the capacity of alternate director.</p>
	中文译文	<p>凡公司的章程细则授权董事委任候补董事代替其行事，则除非该章程细则载有任何明订或隐含的相反条文，否则—</p> <p>(a) 获如此委任的候补董事须当作为委任他的董事的代理人；及</p> <p>(b) 委任候补董事的董事须因该候补董事在以候补董事的身分行事时所犯的任何侵权行为，承担法律责任。</p>
66	英文	Subject to subsection (2), where {330} a company (not being a company which is a

	原文	wholly owned subsidiary) gives notice of the intention to move a resolution at a general meeting of the company or a meeting of any class of members of the company the notice shall include or be accompanied by a statement- (a) containing such information and explanation, if any, as is reasonably necessary to indicate the purpose of the resolution; and (b) disclosing any material interests of any director in the matter dealt with by the resolution so far as the resolution affects those interests differently from the interests of other members of the company.
	中文译文	除第(2)款另有规定外, 凡公司(全资附属公司除外)发出通知, 表示意图在公司大会上或在公司任何类别成员的会议上动议一项决议, 该通知须包括一项陈述或附有一项陈述, 而该陈述须— (a) 载有为表明该决议的目的而按理所需的数据和解释(如有的话); 及 (b) 披露任何董事在该决议所处理的事项中任何具关键性的利害关系, 如该项决议对该等利害关系的影响乃有别于对该公司其它成员的利害关系者。
67	英文原文	Provided that where {335} there are reasonable grounds for believing that the company will not give such notification, such notification shall be given in the specified form by the person resigning and shall state whether the person resigning is required by the articles of the company or by any agreement with the company to give notice of his resignation to the company, and, if such notice is so required, whether such notice has been given in accordance with such requirement.
	中文译文	但如有合理的理由相信公司不会发出有关知会, 则辞职的人须以指明格式发出知会, 而知会中须述明辞职的人是否被规定须按公司的章程细则或按其与公司所订立的任何协议向公司发出其辞职通知; 如发出上述通知乃如此规定, 则亦须述明该通知是否已按照该等规定发出。
68	英文原文	A person who receives from a company a sum paid in pursuance of a transaction or arrangement entered into in contravention of section 157H shall be liable to repay that sum to the company forthwith, except where {340} he is not a director of the company or of its holding company and he shows that, at the time the transaction or arrangement was entered into, he did not know the relevant circumstances.
	中文译文	任何人如接受某间公司的一笔款项, 而该笔款项是依据一项在违反第 157H 条的情况下订立的交易或安排而支付的款项, 则其人须立即将该笔款项偿还该公司, 但如该人并非该公司或其控股公司的董事, 而又能证明其本人在该项交易或安排订立时不知悉有关情况, 则属例外。
69	英文原文	Where {345} the company is a private company having only one member and that member is the sole director of the company, the register shall contain the following particulars with respect to the reserve director of the company (if any)- (a) his present forename and surname and any former forename or surname; (b) any alias; (c) his usual residential address; and (d) the number of his identity card (if any) or, in the absence of such number, the number and issuing country of any passport held by him.
	中文译文	凡某公司属只有一名成员的私人公司, 而该成员是该公司的唯一董事, 登记册须就该公司的各任董事(如有的话)记载下述详情— (a) 该董事现时的名字及姓氏以及任何前用名字或姓氏; (b) 任何别名; (c) 该董事的通常住址; 及 (d) 该董事的身分证号码(如有的话)或(如没有身分证号码)他所持有的任何护照



		的号码及签发国家。
70	英文原文	Where {350} a company was registered immediately before the commencement* of sections 19, 20 and 22 of Schedule 2 to the Companies (Amendment) Ordinance 2004 (30 of 2004) and has not complied with section 158(4)(a), (4A) and (5) of the pre-amended Ordinance before the expiry of the periods mentioned in that section 158(4)(a) and (4A), then sections 153, 153A and 158 of the pre-amended Ordinance shall continue to apply to the company as if sections 19, 20 and 22(1), (2), (3), (4) and (5) of Schedule 2 to the Companies (Amendment) Ordinance 2004 (30 of 2004) had not been enacted.
	中文译文	凡公司是在紧接《2004年公司(修订)条例》(2004年第30号)附表2第19、20及22条生效*前注册,而该公司没有在修订前的本条例第158(4)(a)及(4A)条所述的限期届满前遵守修订前的本条例第158(4)(a)、(4A)及(5)条,则修订前的本条例第153、153A及158条继续适用于该公司,犹如《2004年公司(修订)条例》(2004年第30号)附表2第19、20及22(1)、(2)、(3)、(4)及(5)条并未制定一样。
71	英文原文	Where {355} a company makes default in complying with subsection (1) or makes default for 14 days in complying with subsection (2), the company and every officer of the company who is in default shall be liable to a fine and, for continued default, to a daily default fine.
	中文译文	如公司因没有遵从第(1)款的规定而构成失责,或因没有遵从第(2)款的规定达14天而构成失责,公司及其每名失责高级人员均可处罚款,如持续失责,则可处按日计算的失责罚款。
72	英文原文	where {360} the borrower is a body corporate, by reason of the fact that a director of the company or a person connected with him has held (jointly or severally or directly or indirectly) a controlling interest therein
	中文译文	(如借款人是法人团体)该公司一名董事或一名与其有关连的人曾(共同或各别、直接或间接)持有该法人团体的控制权益
73	英文原文	Where {365} a company includes in its accounts (including group accounts) in respect of a financial year a statement referred to in section 161B(2), (5) or (7), the company shall enter in a register to be maintained by it for the purpose of this section those particulars that would, but for section 161B(2), (5) or (7), be required by section 161B to be shown in its accounts in respect of that financial year, which particulars shall be retained in the register for a period of 10 years.
	中文译文	凡任何公司在其某财政年度的帐目(包括集团帐目)内加载第161B(2)、(5)或(7)条提述的陈述,该公司须在它为本条的施行而备存的登记册中,记入如非由于第161B(2)、(5)或(7)条本须根据第161B条的规定在该财政年度的帐目中列明的详情,而该等详情须留存于登记册内10年。
74	英文原文	subject to paragraph (b), where {370} the sole member of a company is a shadow director, that member shall be treated as a director of the company
	中文译文	在符合(b)段的规定下,凡公司的唯一成员为影子董事,该成员须视为该公司的董事
75	英文原文	Where {375} in proceedings for the recovery of any payment as having, by virtue of subsections (1) and (2) of section 163A or subsections (1) and (3) of section 163B, been received by any person in trust, it is shown that- (a) the payment was made in pursuance of any arrangement entered into as part of the agreement for the transfer in question or within 1 year before or 2 years after that agreement or the offer leading thereto; and (b) the company or any person to whom the transfer was made was privy to that arrangement,

		the payment shall be deemed, except in so far as the contrary is shown, to be one to which the subsections apply.
	中文译文	在有关追讨任何人凭借第 163A 条第(1)及(2)款或第 163B 条第(1)及(3)款而以信托形式收取的付款的法律程序中，如能证明— (a) 该项付款是依据作为有关转让协议一部分订立的安排而作出的，或是在该项协议订立前或在引致该项协议的要约提出前 1 年内作出的，或是在该项协议订立后或在引致该项协议的要约提出后 2 年内作出的；及 (b) 该公司或受让的人参与该项安排，则该项付款须当作为上述各款所适用的付款，除非相反证明成立。
76	英文原文	Where {380} a notice given by advertisement includes a notification that copies of a statement explaining the effect of the compromise or arrangement proposed can be obtained by creditors or members entitled to attend the meeting, every such creditor or member shall, on making application in the manner indicated by the notice, be furnished by the company free of charge with a copy of the statement.
	中文译文	如以广告形式发出的通告包括有一项知会，通知有权出席该会议的债权人或成员可取得就该项妥协或债务偿还安排的影响加以解释的陈述书副本，该等债权人或成员在以该通告所表明的方式提出申请时，该公司即须向其免费提供该陈述书副本。
77	英文原文	This section and the Ninth Schedule shall apply where {385} a company (in this section and the Ninth Schedule referred to as "the transferee company"), whether a company within the meaning of this Ordinance or not, makes an offer to acquire all the shares, or all the shares of any class or classes, not already held by it in another company (in the Ninth Schedule referred to as "the transferor company") on terms which are the same in relation to all the shares to which the offer relates or, where {386} those shares include shares of different classes, in relation to all the shares of each class.
	中文译文	本条及附表 9 适用于下述情况：任何公司(在本条中及附表 9 内称为“受让人公司”)，不论是否本条例所指的公司，作出一项要约，收购另一间公司(在附表 9 内称为“转让人公司”)中其尚未持有的全部股份或任何类别的全部股份，而要约条款就该项要约有关的一切股份而言乃属相同，或如该等股份包括不同类别的股份，则要约条款就所有属同一类别的股份而言乃属相同者。
78	英文原文	Where {390} an order under this section makes any alteration in or addition to the memorandum or articles of a specified corporation, then, notwithstanding anything in any other provision of this Ordinance but subject to the provisions of the order, the specified corporation shall not have power without the leave of the court to make any further alteration in or addition to the memorandum or articles inconsistent with the provisions of the order
	中文译文	凡根据本条作出的命令，对指明法团的章程大纲或章程细则作出任何修改或增补，则即使本条例的任何其它条文载有任何规定，在符合该项命令条文的规限下，该指明法团未经法院许可，无权对章程大纲或章程细则进一步作出任何与该项命令有所抵触的修改或增补
79	英文原文	Where {395} in relation to the proceedings brought or intervened in, the cause of action or right to continue, discontinue or defend those proceedings, as the case may be, is vested in the specified corporation and relief, if any, is sought on behalf of the specified corporation.
	中文译文	就提起或介入的法律程序而言，诉讼因由或继续或中止该法律程序或在该法律程序中抗辩的权利(视属何情况而定)是归属该指明法团的，而济助(如有的话)是代表该指明法团而寻求的。

80	英文原文	Where {400} a disqualification order is made against a person who is already subject to such an order, the periods specified in those orders shall run concurrently.
	中文译文	凡向任何已受一项取消资格令规限的人作出另一项取消资格令，在该等命令中所指明的期限乃同时有效。
81	英文原文	For the purposes of this section, "court" (法院) includes a magistrate where {405} the application under this section is made in the course of a prosecution in which the person is adjudged guilty of a default referred to in subsection (1) and, as a result, subsection (2) applies to him.
	中文译文	就本条而言，如本条所订的申请是在该人被判定犯了第(1)款所提述的失责罪的检控过程中提出的，以致第(2)款适用于该人，则“法院”(court) 包括裁判官。
82	英文原文	Where {410} it falls to a court to determine whether a person's conduct as a director of any particular company or companies makes him unfit to be concerned in the management of a company, the court shall, as respects his conduct as a director of that company or, as the case may be, each of those companies, have regard in particular- (a) to the matters mentioned in Part I of the Fifteenth Schedule; and (b) where {411} the company has become insolvent, to the matters mentioned in Part II of that Schedule, and references in that Schedule to the director and the company are to be read accordingly.
	中文译文	凡法院须裁定某人作为某间公司或多间公司的董事的行为操守是否使该人不适宜关涉公司的管理，法院须就该人作为该公司或(视属何情况而定)作为每间该等公司的董事的行为操守，尤其顾及— (a) 附表 15 第 I 部所述的事宜；及 (b) 该附表第 II 部所述的事宜(如该公司已无力偿债)， 而该附表内凡提述该董事及该公司之处，将据此理解。
83	英文原文	Personal liability for company's debts where {415} person acts while disqualified
	中文译文	在被取消资格期间行事的人须对公司债项承担个人法律责任
84	英文原文	Provided that, where {420} a private company passes such a resolution, an application may be made to the court for the alteration to be cancelled, and if such an application is made, the alteration shall not have effect except in so far as it is confirmed by the court.
	中文译文	如上述决议是由私人公司通过的，可向法院申请取消该项修改；如有人提出上述申请，则该项修改在法院确认下方具效力。
85	英文原文	Where {425} the petition is presented by members of the company as contributories on the ground that it is just and equitable that the company should be wound up, the court shall not refuse to make a winding-up order on the ground only that some other remedy is available to the petitioners unless it is also of opinion that they are acting unreasonably in seeking to have the company wound up instead of pursuing that other remedy.
	中文译文	凡呈请是由公司成员以分担人身份提出，其理由是将公司清盘是公正公平的，法院不得仅以呈请人尚有其它补救方法而拒绝作出清盘令，但如法院同时认为呈请人寻求将公司清盘而不采用该其它补救方法属不合理，则属例外。
86	英文原文	Where {430} the court has made a winding-up order or appointed a provisional liquidator, there shall, unless the court thinks fit to order otherwise and so orders, be

		made out and submitted to the provisional liquidator or liquidator a statement as to the affairs of the company in the prescribed form, verified by affidavit, and showing the particulars of its assets, debts, and liabilities, the names, addresses, and occupations of its creditors, the securities held by them respectively, the dates when the securities were respectively given, and such further or other information as may be prescribed or as the provisional liquidator or liquidator may require.
	中文译文	凡法院已作出清盘令或已委出一名临时清盘人，除非法院认为适合作出其它命令，并作出其它命令，否则有关人士须以订明表格填写一份有关公司的资产负债状况的说明书，并将其呈交临时清盘人或清盘人，该份说明书须以誓章核实，并须列明公司的资产、债项及债务的详情、公司债权人的姓名或名称、地址及职业、他们分别持有的抵押、该等抵押分别的作出日期，以及订明的或临时清盘人或清盘人所规定的进一步或其它数据。
87	英文原文	Where {435} a liquidator is provisionally appointed by the court, the court may limit and restrict his powers by the order appointing him.
	中文译文	凡清盘人是由法院临时委任，法院可藉委任清盘人的命令而限定及限制其权力。
88	英文原文	Where {440} the Official Receiver is the liquidator of the company, he may, at any time, apply to the court for the appointment of a person as a liquidator in his place.
	中文译文	凡破产管理署署长是公司的清盘人，他可于任何时候向法院申请委任任何人作为清盘人以代替其本人。
89	英文原文	where {445} there is a committee of inspection, by agreement between the liquidator and the committee of inspection
	中文译文	如有审查委员会设立，则由清盘人与审查委员会协议
90	英文原文	Every liquidator other than the Official Receiver of a company which is being wound up by the court shall, in such manner and at such times as the Official Receiver directs, pay the money received by him to the Companies Liquidation Account at the bank where {450} such account is kept, and when the Official Receiver is the liquidator of such company he shall pay all moneys received by him in such capacity into the Companies Liquidation Account
	中文译文	正在由法院清盘的公司，其每名清盘人(破产管理署署长除外) 均须按破产管理署署长所指示的方式及时间，将其所收取的款项，存入开立公司清盘账户的银行的该账户内；当破产管理署署长是该公司的清盘人时，他须将他以该身分所收取的所有款项存入公司清盘账户内
91	英文原文	Powers of court where {455} no committee of inspection
	中文译文	法院在并无委出审查委员会的情况下的权力
92	英文原文	Where {460} an application is made under subsection (1)- (a) the liquidator shall; and (b) the Official Receiver may, submit to the court a report with regard to the application.
	中文译文	凡有申请根据第(1)款提出，则— (a) 清盘人须就该项申请向法院呈交报告；而 (b) 破产管理署署长亦可就该项申请向法院呈交报告。
93	英文原文	The court may require him to produce any books and papers in his custody or power relating to the company, but, where {465} he claims any lien on books or papers produced by him, the production shall be without prejudice to that lien, and the court

		shall have jurisdiction in the winding up to determine all questions relating to that lien.
	中文译文	法院可要求该人出示任何在其保管或权力管辖下而又与公司有关的簿册及文据，但如该人声称拥有其所出示的簿册或文据的留置权，则出示该等簿册或文据并不损害该留置权，而法院在有关清盘中，具有对所有与该留置权有关的问题作出裁定的司法管辖权。
94	英文原文	Where {470} a regulating order is made it shall be published in such manner as the court may direct, and sections 227B to 227E inclusive shall apply to the winding up.
	中文译文	凡有规管令作出，该令须按法院所指示的方式予以公布，而第 227B 至 227E 条(首尾两条包括在内)即适用于有关的清盘。
95	英文原文	Where {474} under subsection (1) the court makes any appointment of a liquidator or a committee of inspection, or where {475} it removes any member of such committee of inspection or fills any vacancy therein, it shall not be necessary to ascertain the wishes of the creditors or contributories, and the provisions of section 194(b) or 206(1) and (2) or 207(6) and (7), as the case may be, shall cease to apply and any action taken under such provisions in respect of any appointment of a liquidator or committee of inspection or any removal therefrom or any filling of any vacancy therein shall cease to have effect.
	中文译文	凡法院根据第(1)款委任清盘人或委出审查委员会，或将该审查委员会的任何委员免任或填补该委员会内的任何空缺，法院无须确定债权人或分担人的意愿，而第 194(b)或 206(1)及(2)或 207(6)及(7)条(视属何情况而定)的条文即停止适用，而根据该等条文就清盘人的委任或审查委员会的委出、该委员会任何委员的免任或任何空缺的填补而采取的任何行动，即停止生效。
96	英文原文	A provisional liquidator appointed under subsection (5)(b) shall, for the period of his appointment, have the like powers and be subject to the like duties as a liquidator in a creditors' voluntary winding up, and, accordingly, all the powers of the directors shall cease during that period except so far as may be necessary for the purpose of enabling the directors to comply with this section or where {480}the provisional liquidator sanctions the continuance thereof for any other purpose.
	中文译文	根据第(5)(b)款获委任的临时清盘人在他获委任期间所具有的权力及须执行的职责，与债权人自动清盘案中的清盘人所具有者及须执行者相同；而据此，公司董事的所有权力须在该段期间终止，但如为使公司董事能遵从本条规定而有所需要，或临时清盘人为任何其它目的而认许公司董事权力的延续，则属例外。
97	英文原文	Where {485} the company has by special resolution resolved that the company be wound up, since the date of the resolution.
	中文译文	凡有关公司已藉特别决议议决将公司清盘，则该期间自该决议的日期起计。
98	英文原文	any amount due in respect of compensation or liability for compensation under the Employees' Compensation Ordinance (Cap 282) accrued before the relevant date and, where {488} the compensation is a periodical payment, the amount due in respect thereof shall be taken to be the amount of the lump sum for which the periodical payment could, if redeemable, be redeemed on an application being made for that purpose under the Employees' Compensation Ordinance (Cap 282), but this paragraph shall not apply to any amount due in respect of compensation or liability for compensation where {489} the company has entered into a contract with a person carrying on accident insurance business in Hong Kong in respect of its liability under the Employees' Compensation Ordinance (Cap 282) for personal injury by accident to the employee to whom the compensation or liability for compensation is due or where {490} the company is wound up voluntarily merely for the purposes of

		reconstruction or of amalgamation with another company
	中文译文	就《雇员补偿条例》(第 282 章)所指的补偿或支付补偿的法律责任而欠下的任何款额, 而该项补偿或支付补偿的法律责任是在有关日期前产生的; 如该项补偿属按期付款, 则就该项补偿而欠下的款额, 须视为在根据《雇员补偿条例》(第 282 章)提出的赎回该按期付款的申请中, 可用作赎回该按期付款(如属可赎回者)的整笔款额; 但如公司须向某雇员支付补偿或负有支付补偿的法律责任, 并已就公司根据《雇员补偿条例》(第 282 章)须对该雇员遭遇意外以致身体受伤负有的法律责任而与任何在香港经营意外保险业务的人订立合约, 或如公司仅为重组或为与其它公司合并而自动清盘, 则本段不适用于就该项补偿或支付补偿的法律责任而须支付的款额
99	英文原文	such sum is, under the contract or in the ordinary course of business, payable in a place outside Hong Kong where {495} assets of the company are maintained and under the law of that place the claim in respect of which the sum is payable is, in the event of a winding up, accorded priority with respect to those assets over claims which under the contract or in the ordinary course of business are payable at any other place
	中文译文	根据该份合约或在通常业务运作中, 该笔款项须在公司保有其资产的香港以外地方支付, 而根据该地方的法律, 在清盘之时, 就该等资产而言, 导致该笔款项须予支付的申索, 相对于根据该份合约或在通常业务运作中须在任何其它地方支付的申索, 是具有优先权的
100	英文原文	Where {499} the company being wound up is an insurer, any sum payable (after offsetting the amount of any sums owing from the claimant) to a person in respect of any claim (other than a claim for a refund of premium) made under or in accordance with a contract of reinsurance effected by the insurer, as reinsurer, as part of its general business carried on in or from Hong Kong, unless such sum is, under the contract or in the ordinary course of business, payable in a place outside Hong Kong where {500} assets of the company are maintained and under the law of that place the claim in respect of which the sum is payable is, in the event of a winding up, accorded priority with respect to those assets over claims which under the contract or in the ordinary course of business are payable at any other place.
	中文译文	凡正进行清盘的公司是保险人, 则指就任何根据或按照一份再保险合同提出的申索(要求退回保费的申索除外), 经抵销申索人所欠的任何款项的数额后, 须支付予某人的任何款项, 而该份再保险合同乃该保险人以再保险人的身分所达成, 是其在香港或从香港经营的一般业务的一部分, 但如根据该份合约或在通常业务运作中, 该笔款项须在公司保有其资产的香港以外地方支付, 而根据该地方的法律, 在清盘之时, 就该等资产而言, 导致该笔款项须予支付的申索, 相对于根据该份合约或在通常业务运作中须在任何其它地方支付的申索, 是具有优先权的。
101	英文原文	Where {504} in any winding up assets have been recovered under an indemnity for costs of litigation given by certain creditors, or have been protected or preserved by the payment of moneys or the giving of indemnity by creditors, or where {505} expenses in relation to which a creditor has indemnified a liquidator have been recovered, the court may, on the application of the Official Receiver or the liquidator or any such creditor, make such order as it deems just with respect to the distribution of those assets and the amount of those expenses so recovered with a view to giving those creditors an advantage over others in consideration of the risk run by them in so doing.
	中文译文	凡在任何清盘中, 有任何资产根据某些债权人就讼费所提供的弥偿而已获讨回, 或藉债权人付款或提供弥偿而得到保护或得以保存, 或如债权人曾就某等开支

		而向清盘人提供弥偿，而该等开支已获讨回，则法院应破产管理署署长、清盘人或任何该等债权人的申请，可在派发该等资产及如此讨回的开支款额方面，作出法院认为公正的命令，以使该等债权人较其它人占优，作为他们作出上述行动时所冒风险的代价。
102	英文原文	For the purposes of paragraph (db) of subsection (1)- (a) if the depositor referred to in subparagraph (i) of that paragraph consists of 2 or more persons- (i) in the case where {510} the persons carry on business in partnership, those persons are, for the purpose of priority given under that paragraph, a single and continuing body of persons as distinct from the persons who may from time to time be the members of the partnership; (ii) in any other case, each of those persons is deemed to have an equal share in the deposit, or the relevant portion thereof, unless the contrary is proved to the satisfaction of the liquidator or provisional liquidator; (b) ... (c) ...
	中文译文	为施行第(1)款(db)段— (a) 如该段第(i)节所提述的存款人由 2 个或多个的人组成— (i) 在该等人以合伙形式经营业务的情况下，就根据该段给予的优先权而言，该等人是单一及延续的团体，须与不时属该合伙的成员的人区别； (ii) 在任何其它情况下，除非有证明成立令清盘人或临时清盘人信纳该等人中的每一人均在该笔存款或其有关部分中并非占有相等份额，否则该等人中的每一人均当作在该笔存款或其有关部分中占有相等份额； (b) ..... (c) .....
103	英文原文	In any case where {515} paragraph (a) does not apply, the period- (i) of 4 months next before the relevant date; or (ii) beginning 4 months next before the last day of service within the meaning of section 16(4) of the Protection of Wages on Insolvency Ordinance (Cap 380) of any clerk or servant or labourer or workman, as the case may be, who has made an application for an ex gratia payment under section 15(1) of that Ordinance, and ending on that last day of service, whichever is the earlier.
	中文译文	在以下日期属该正进行清盘的公司或其关连公司的人员— (i) 在紧接《银行业条例》(第 155 章)第 2(1)条所指的经理人根据该条例第 52 条就正进行清盘的公司而获委任的日期前的一日；或 (ii) 要求将正进行清盘的公司清盘的呈请的作出日期，以较早者为准。
104	英文原文	On and after the day section 36 of the Bankruptcy (Amendment) Ordinance 1996 (76 of 1996) (the "amending Ordinance") comes into operation, where {520} the winding up of a company commences on or after that date- (a) a reference in section 266 or 266A of this Ordinance to a fraudulent preference shall be deemed to be a reference to an unfair preference as provided for in section 50; and (b) a reference in section 266 of this Ordinance to a period of 6 months shall be deemed to be a reference to a period of-

		(i) 6 months; or (ii) 2 years in the case of a person who is an associate as provided for in section 51B, of the Bankruptcy Ordinance (Cap 6) (the "principal Ordinance").
	中文译文	在《1996年破产(修订)条例》(1996年第76号)(“修订条例”)第36条实施当日或之后, 凡任何公司在该日或之后开始清盘, 则— (a) 在本条例第266或266A条中提述欺诈优惠之处, 须当作提述《破产条例》(第6章)(“主体条例”)第50条所订的不公平的优惠; 及 (b) 在本条例第266条中提述6个月之处— (i) 须当作提述6个月; 或 (ii) 如有关的人属主体条例第51B条所订的有联系人士, 须当作提述2年。
105	英文原文	The liquidator shall not be entitled to disclaim any property under this section in any case where {525} an application in writing has been made to him by any persons interested in the property requiring him to decide whether he will or will not disclaim, and the liquidator has not, within a period of 28 days after the receipt of the application or such further period as may be allowed by the court, given notice to the applicant that he intends to apply to the court for leave to disclaim, and, in the case of a contract, if the liquidator, after such an application as aforesaid, does not within the said period or further period disclaim the contract, the company shall be deemed to have adopted it.
	中文译文	任何人如在任何财产中有利害关系, 并已向清盘人提出书面申请, 要求清盘人决定他会否卸弃该财产, 而清盘人在接获该申请后28天内或在法院容许的更长期间内, 并无向申请人发出通知, 表示清盘人拟向法院申请卸弃许可, 则清盘人无权根据本条卸弃该财产; 如属合约, 而清盘人在接获上述申请后, 并无在上述期间或上述经法院容许的更长期间内卸弃该份合约, 则公司须当作已采纳该份合约。
106	英文原文	Subject to subsection (2A), where {530} under an execution the goods of a company are sold or money is paid in order to avoid sale, the bailiff shall deduct the costs of the execution from the proceeds of the sale or the money paid and retain the balance for 14 days, and if within that time notice is served on him of a petition for the winding up of the company having been presented or of a meeting having been called at which there is to be proposed a resolution for the voluntary winding up of the company and an order is made or a resolution is passed, as the case may be, for the winding up of the company, the bailiff shall pay the balance to the liquidator, who shall be entitled to retain it as against the execution creditor.
	中文译文	除第(2A)款另有规定外, 凡根据一项判决的执行而出售公司的货品, 或付款以避免该项出售, 执达主任须从该项出售所得收益或从所支付的款项中扣除执行判决的费用, 并将余款保留14天; 如在该段期间内, 执达主任获送达通知, 说明已有将公司清盘的呈请提出, 或已有会议召开而会上将有公司自动清盘决议提出, 并且有公司清盘令作出或有公司清盘决议通过(视属何情况而定), 则执达主任须将余款付给清盘人, 而清盘人相对于执行判决的债权人而言, 有权保留该余款。
107	英文原文	Where {535} the court makes any such declaration, it may give such further directions as it thinks proper for the purpose of giving effect to that declaration, and in particular may make provision for making the liability of any person under the declaration a charge on any debt or obligation due from the company to him, or on any mortgage or charge or any interest in any mortgage or charge on any assets of the company held by or vested in him, or any company or person on his behalf, or any person claiming as assignee from or through the person liable or any such



		company or person, and may from time to time make such further order as may be necessary for the purpose of enforcing any charge imposed under this subsection.
	中文译文	凡法院作出任何该等宣布,可作出其认为恰当的进一步指示,以实施该项宣布,尤其可作出规定,使任何人根据该项宣布而承担的法律任成为公司欠该人的任何债项或公司须对该人履行的任何义务上的押记,或成为该人或代表该人的任何人或公司,或以承让人身分藉着或透过须承担法律责任的人或任何该等公司或人士而提出申索的任何人,就公司任何资产所持有或获归属的任何按揭或押记上,或任何该等按揭或押记的任何权益上的押记;法院亦可不时作出为强制执行根据本款施加的任何押记而需要作出的进一步命令。
108	英文原文	Where {540} a company is being wound up, whether by the court or voluntarily, every invoice, order for goods or business letter issued by or on behalf of the company or a liquidator of the company, or a receiver or manager of the property of the company, being a document on or in which the name of the company appears, shall contain a statement that the company is being wound up.
	中文译文	凡公司正进行清盘(不论是由法院作出的清盘或是自动清盘),由公司或公司的清盘人或公司财产的接管人或经理人发出或代公司或上述人士发出的任何发票、订货单或商业信件,如属有公司名称出现其上或其内的文件,均须载有一项陈述,述明公司正进行清盘。
109	英文原文	Where {545} notice of disclaimer is executed under section 290C as respects any property, that property is deemed not to have vested in the Government under section 292.
	中文译文	凡根据第 290C 条就任何财产而签立卸弃公告,该财产即当作未曾根据第 292 条归属政府。
110	英文原文	Where {550} a company is dissolved, all property and rights whatsoever vested in or held on trust for the company immediately before its dissolution (including leasehold property but not including property held by the company on trust for any other person) shall be deemed to be bona vacantia and shall accordingly belong to the Government, and shall vest and may be dealt with in the same manner as other bona vacantia accruing to the Government.
	中文译文	凡有公司解散,在紧接其解散前归属公司或以信托形式代公司持有的所有财产及权利(包括批租土地财产,但不包括公司以信托形式代任何其它人持有的财产),须当作是无主财物及据此而属政府所有,并须按其它归于政府的无主财物的归属方式而归属,亦可以相同的处理方式处理。
111	英文原文	When any part of the money so invested is, in the opinion of the committee of inspection or where {555} there is no committee of inspection in the opinion of the liquidator, required to answer any demands in respect of the estate of the company, the Official Receiver shall, on the request of the committee of inspection or where {556} there is no committee of inspection on the request of the liquidator, raise such sum as may be required by the withdrawal of such part of any money placed on deposit or by the sale of such part of the securities referred to in subsection (2), as may be necessary.
	中文译文	当审查委员会或(如无审查委员会)清盘人认为如此投资的款项的任何部分须用于偿付与公司产业有关的任何要求时,破产管理署署长在审查委员会或(如无审查委员会)清盘人提出请求时,须藉提取第(2)款所提述的存款款项中有需要提取的部分,或藉出售第(2)款所提述的证券中有需要出售的部分而筹措所需款项。
112	英文原文	The power of the court under subsection (1) shall, where {560} no previous order has been made with respect thereto under that subsection,- (a) extend to fixing the remuneration for any period before the making of the order

		<p>or the application therefor; and</p> <p>(b) be exercisable notwithstanding that the receiver or manager has died or ceased to act before the making of the order or the application therefor; and</p> <p>(c) where {561} the receiver or manager has been paid or has retained for his remuneration for any period before the making of the order any amount in excess of that so fixed for that period, extend to requiring him or his personal representatives to account for the excess or such part thereof as may be specified in the order.</p>
	中文译文	<p>凡法院先前并无根据第(1)款就酬金作出命令，法院根据该款所具的权力—</p> <p>(a) 须引伸至有关命令作出前或要求作出该命令的申请提出前任何期间的酬金的厘定；及</p> <p>(b) 可予以行使，即使在有关命令作出前或要求作出该命令的申请提出前，接管人或经理人已去世或停止行事；及</p> <p>(c) 凡接管人或经理人已获支付或已保留一笔款项，作为其于有关命令作出前的任何期间的酬金，而该款项的款额超过就该段期间如此厘定的款额，则须引伸至规定接管人或经理人或其遗产代理人就该超额款项或其中由命令所指明的部分作出交代。</p>
113	英文原文	<p>Where {565} the receiver is appointed under the powers contained in any instrument, this section shall have effect-</p> <p>(a) with the omission of the references to the court in subsection (1); and</p> <p>(b) with the substitution for the references to the court in subsection (2) of references to the Official Receiver.</p>
	中文译文	<p>凡该接管人是根据任何文书所载权力而获委任者，本条具有效力，但须作以下变通—</p> <p>(a) 将第(1)款中提述法院之处略去；及</p> <p>(b) 第(2)款中凡提述法院之处，以提述破产管理署署长代替。</p>
114	英文原文	<p>Where {570} the receiver is appointed under the powers contained in any instrument, this section shall have effect with the substitution for references to the court of references to the Official Receiver.</p>
	中文译文	<p>凡该接管人是根据任何文书所载权力而获委任者，本条在以下情况具有效力，即凡提述法院之处以提述破产管理署署长代替。</p>
115	英文原文	<p>Where {575} for the purposes of this Ordinance the Registrar provides a service or information involving computerized information or by means of magnetic tapes or any electronic modes, a relevant person shall not be personally liable for any loss or damage suffered by a user of the service or information by reason of an error or omission of whatever nature appearing therein or however caused if the error or omission, as the case may be, was made in good faith and in the ordinary course of the discharge of the duties of the relevant person.</p>
	中文译文	<p>凡处长为施行本条例而提供涉及计算机数据的服务或数据，或用磁带或任何电子方式提供服务或数据，如在该服务或数据中出现任何性质的错误或遗漏，不论该错误或遗漏(视属何情况而定)如何产生，只要它是在执行有关人士的职责的通常过程中真诚地造成的，则有关人士无须对该服务或数据的使用者因该错误或遗漏(视属何情况而定)而蒙受的损失或损害承担个人法律责任。</p>
116	英文原文	<p>Any such order may provide that all costs of and incidental to the application shall be borne-</p> <p>(a) where {580} the default was that of a company, by the company or by any officer of the company responsible for the default;</p> <p>(b) where {581} the default was that of an officer, by that officer.</p>

	中文译文	任何该等命令均可订定有关申请的所有讼费及附带费用均须由下述人士承担— (a) 如属公司的失责,即由该公司或由该公司任何一名对上述失责行为负责的高级人员承担; (b) 如属一名高级人员的失责,则由该名高级人员承担。
117	英文原文	Before the registration in pursuance of this Part of a joint stock company, there shall be delivered to the Registrar the following documents- (a) a list showing the names and addresses of all persons who on a day named in the list, not being more than 6 clear days before the day of registration, were members of the company, with the addition of the shares or stock held by them respectively, distinguishing, in cases where {585} the shares are numbered, each share by its number; (b) ... (c) ...
	中文译文	合股公司在依据本部注册前,须将下述文件交付处长— (a) 一份名单,列明在名单内指定之日(不超过注册之日前 6 整天)该公司所有成员的姓名或名称及地址,并列明该等成员分别持有的股份或股额;如股份编有号码,则按号码将每股股份加以识别; (b) ..... (c) .....
118	英文原文	The provisions of this Ordinance with respect to staying and restraining actions and proceedings against a company at any time after the presentation of a petition for winding up and before the making of a winding-up order shall, in the case of an unregistered company, where {590} the application to stay or restrain is by a creditor, extend to actions and proceedings against any contributory of the company.
	中文译文	本条例中关于清盘呈请提交法院后及在清盘令作出前的任何时候法院搁置及禁制针对某间公司的诉讼或法律程序的条文,就非注册公司而言,如申请搁置或禁制该等诉讼或法律程序的人为债权人,该等条文即可引伸至针对该公司的任何分担人的诉讼及法律程序。
119	英文原文	where {594} the law of the place of incorporation of the company does not impose the requirement referred to in paragraph (c), but the laws of any other jurisdictions where {595} the company is registered as a company, or the rules of any stock exchange or similar regulatory bodies in those jurisdictions impose that requirement, a certified copy of any of the latest published accounts of the company that comply with any of those laws or rules as may be chosen by the company
	中文译文	如公司成立为法团所在的地方的法律没有施加(c)段所提述的规定,但公司注册成为公司所在的任何其它司法管辖区的法律,或在该等司法管辖区内的任何证券交易所或类似的监管机构的规章是有施加该规定的,则须交付任何公司最近期发表并符合任何该等法律或规章(视公司的选择而定)的帐目的经核证副本
120	英文原文	For the purpose of subsection (3)(b), if it is shown to the satisfaction of the Registrar that it is not the practice under the law of the place where {600} the company claims to be incorporated to issue a certificate of incorporation, the company shall deliver to the Registrar such other evidence of incorporation as the Registrar deems sufficient.
	中文译文	就第(3)(b)款而言,凡向处长证明并使他信纳根据某公司宣称是成立为法团的所在的地方的法律,惯常做法是不发给公司注册证书的,则该公司须向处长交付处长认为足够的成立为法团的其它证据。
121	英文原文	For the purpose of subsection (3)(g), where {605} all the partners in a firm are joint secretaries of the company, the name and principal office of the firm may be substituted for the particulars mentioned in that subsection (3)(g).

	中文译文	就第(3)(g)款而言，凡商号的所有合伙人均为有关公司的联名秘书，则可以该商号的名称及主要办事处代替该第(3)(g)款所述的详情。
122	英文原文	the particulars of the directors, secretary (or, where {610} there are joint secretaries, each of them) or authorized representative of the company delivered to the Registrar under this Part
	中文译文	已根据本部交付处长的公司董事、秘书(或如有联名秘书，则每名联名秘书)或获授权代表的详情
123	英文原文	The liquidator shall not be entitled to disclaim any property under this section in any case where {615} an application in writing has been made to him by any persons interested in the property requiring him to decide whether he will or will not disclaim, and the liquidator has not, within a period of 28 days after the receipt of the application or such further period as may be allowed by the court, given notice to the applicant that he intends to apply to the court for leave to disclaim, and, in the case of a contract, if the liquidator, after such an application as aforesaid, does not within the said period or further period disclaim the contract, the company shall be deemed to have adopted it.
	中文译文	任何人如在任何财产中有利害关系，并已向清盘人提出书面申请，要求清盘人决定他会否卸弃该财产，而清盘人在接获该申请后 28 天内或在法院容许的更长期间内，并无向申请人发出通知，表示清盘人拟向法院申请卸弃许可，则清盘人无权根据本条卸弃该财产；如属合约，而清盘人在接获上述申请后，并无在上述期间或上述经法院容许的更长期间内卸弃该份合约，则公司须当作已采纳该份合约。
124	英文原文	Where {620} the company is in liquidation- (i) if the name of the company is in a language other than Chinese, add the words and parentheses "(in liquidation)" after its name as exhibited under paragraph (b) and as stated in documents of the company under paragraph (c); (ii) if the name of the company is in Chinese, add the expression in Chinese and parentheses "(正进行清盘)" after its name so exhibited and stated; and (iii) if the name of the company is both in Chinese and in a language other than Chinese, add the expression in Chinese and parentheses "(正进行清盘)" and the words and parentheses "(in liquidation)" respectively after its name in Chinese and in that other language so exhibited and stated.
	中文译文	凡该公司正进行清盘，则— (i) 如该公司的名称并非中文名称，须在该公司根据(b)段所展示的公司名称之后，以及在该公司根据(c)段在其文件中所述的公司名称之后，加上“(in liquidation)”的字样及括号； (ii) 如该公司的名称是中文名称，须在该公司如此展示和述明的公司名称之后，加上“(正进行清盘)”的字样及括号；及 (iii) 如该公司的名称是中文名称及另外一种语文的名称，须在该公司如此展示和述明的公司中文名称及该另一种语文的名称之后，分别加上“(正进行清盘)”的字样及括号及“(in liquidation)”的字样及括号。
125	英文原文	In subsections (1) and (2), "relevant date" (有关日期) means the date on which the non-Hong Kong company complies with section 333 or, where {625} there has been a change in its corporate name, section 335.
	中文译文	在第(1)及(2)款中，“有关日期”(relevant date) 指非香港公司遵从第 333 条的规定之日，或凡该公司的法人名称曾经更改，则指该公司遵从第 335 条的规定之日。
126	英文原文	Where {630} exemption from compliance with section 342(1) and (3) in relation to the requirements of the Third Schedule is granted under this section, whether by the

		issue of a certificate of exemption or by a notice in the Gazette, the certificate or notice, as the case may be, shall be expressed to have effect with regard to all of the requirements of the Third Schedule or to such of them as are specified in the certificate or notice, as the case may be.
	中文译文	凡监察委员会发出豁免证明书或在宪报刊登公告，根据本条豁免有关方面遵照第 342(1)及(3)条所载与附表 3 有关的规定，该证明书或公告(视属何情况而定)须明确指出是对附表 3 的所有规定具有效力，或是对该证明书或公告(视属何情况而定)内所指明附表 3 的某些规定具有效力。
127	英文原文	If the prospectus does not have the effect, where {635} an application is made in pursuance thereof, of rendering all persons concerned bound by all the provisions (other than penal provisions) of sections 44A (except insofar as exemption from compliance has been granted under section 342A) and 44B so far as applicable.
	中文译文	如有申请依据招股章程提出，而该招股章程并不具有下述的效果：即令所有有关人士均受第 44A 条(已根据第 342A 条获豁免遵从者除外)及第 44B 条的所有适用条文(惩罚性条文除外)所约束。
128	英文原文	a notary public in the place where {640} the translation is made
	中文译文	制备该译本所在的地方的公证人
129	英文原文	Where {645} any document by which any shares in or debentures of a company incorporated outside Hong Kong are offered for sale to the public would, if the company concerned had been a company within the meaning of this Ordinance, have been deemed by virtue of section 41 to be a prospectus issued by the company, that document shall be deemed to be, for the purposes of this Part of this Ordinance, a prospectus issued by the company.
	中文译文	凡就在香港以外成立为法团的公司的股份或债权证向公众作出要约发售，假若有关公司是本条例所指的公司则该要约所据的文件本会凭借第 41 条当作是招股章程者，为施行本条例本部的规定，该份文件须当作是该公司所发出的招股章程。
130	英文原文	Where {650} any such register, index, minute book or book of account is not kept by making entries in a bound book, but by some other means, adequate precautions shall be taken for guarding against falsification and facilitating its discovery, and where {651} default is made in complying with this subsection, the company and every officer of the company who is in default shall be liable to a fine and, for continued default, to a daily default fine.
	中文译文	凡任何上述登记册、索引、会议纪录册或帐簿并非藉着在经钉装的簿册内作出记项而备存，但以其它方式备存，则须采取足够的预防措施以防止捏改及以利便发现任何捏改；如因没有遵从本款的规定而构成失责，公司及其每名失责高级人员均可处罚款，如持续失责，则可处按日计算的失责罚款。
131	英文原文	Where {655} a person (“the first-mentioned person”) has, in relation to a specified corporation, refused or failed, is refusing or failing, or is proposing to refuse or fail, to do an act or thing that the first-mentioned person is required by this Ordinance to do, the court may, on the application of the Financial Secretary, or of a member or creditor of the specified corporation whose interests have been, are or would be affected by the refusal or failure to do that act or thing, grant an injunction, on such terms as the court considers appropriate, requiring the first-mentioned person to do that act or thing.
	中文	任何人(“首述的人”)如已就某指明法团拒绝或没有作出，或正拒绝或现在没有作

	译文	出，或拟拒绝或拟不作出本条例规定首述的人须作出的作为或事情，则法院可应财政司司长或任何权益已受、正受或会受该拒绝或没有作出该作为或事情一事所影响的该指明法团成员或债权人的申请，按法院认为适当的条款颁发一项规定首述的人作出该作为或事情的强制令。
132	英文原文	Where {660} any person to whom this section applies has reason to apprehend that any claim will or might be made against him in respect of any negligence, default, breach of duty or breach of trust, he may apply to the court for relief, and the court on any such application shall have the same power to relieve him as under this section it would have had if it had been a court before which proceedings against that person for negligence, default, breach of duty or breach of trust had been brought.
	中文译文	凡本条适用的人有理由忧虑会有或可能有任何有关疏忽、失责、失职或违反信托行为的申索向其提出，该人可向法院申请给予宽免，而法院在接获任何此等申请时，有权根据本条宽免该人，犹如针对该人的疏忽、失责、失职或违反信托行为的法律程序假若在该法院席前提出则该法院本会有该项权力一样。
133	英文原文	Where {665} the Commission makes any order under subsection (6) after a draft is published under subsection (7) in relation to the order, it shall- (a) publish, in such manner as it considers appropriate, an account setting out in general terms- (i) the representations made on the draft; and (ii) the response of the Commission to the representations; and (b) where {666} the order is made with modifications which in the opinion of the Commission result in the order being significantly different from the draft, publish, in such manner as it considers appropriate, details of the difference.
	中文译文	凡监察委员会在根据第(7)款就命令发表草拟本后根据第(6)款作出该命令，它须— (a) 以它认为适当的方式发表报告，以概括用词列出— (i) 就该草拟本所作出的申述；及 (ii) 监察委员会对该等申述的响应；及 (b) (如该命令经过修改，而监察委员会认为该等修改导致该命令与草拟本有重大差异)以它认为适当的方式发表该等差异的细节。

### 附录三：“in the case of” 引导的条件句

1	英文原文	There may (4) <sup>39</sup> in the case of a company limited by shares, and there shall (5) in the case of a company limited by guarantee or unlimited, be registered with the memorandum, articles of association signed by the founder members and prescribing regulations for the company.
	中文译文	如属股份有限公司, 可将一份订明公司规例的组织章程细则, 经由创办成员签署后, 与章程大纲一起注册, 而担保有限公司或无限公司的组织章程细则则必须如此注册。
2	英文原文	(10) In the case of a body corporate, its corporate name and registered or principal office;
	中文译文	(如属法人团体)其法人名称及注册办事处或主要办事处
3	英文原文	Where a company or a promoter makes a request under subsection (2) the company secretary or the promoter shall deliver in writing to the Registrar a statement that such request has been made to the body referred to in subsection (2) together with a copy of any written reply received from that body and, (15) in the case of a change of name, the notice of change of name required by section 22(1A).
	中文译文	如公司或发起人根据第(2)款提出请求, 该公司的秘书或该发起人须向处长交付一份书面陈述, 述明已向第(2)款所提述的团体提出该项请求, 且须一并交付该团体的任何书面答复的文本; 如属更改名称, 则亦须交付第22(1A)条规定的更改名称通知。
4	英文原文	The references in subsection (3)(b)(i) to the copy of a contract required thereby to be endorsed on or attached to a copy of the prospectus shall, (20) in the case of a contract wholly or partly in a language other than English or Chinese, be taken as references to a copy of a translation of the contract in either language or a copy embodying a translation in English or Chinese of the parts not in either language, as the case may be, being a translation certified in the prescribed manner under subsection (10) to be a correct translation.
	中文译文	凡第(3)(b)(i)款提述招股章程内规定须注明或随附合约文本之处, 而该合约完全或部分既非以中文亦非以英文撰写, 则须视作为提述合约的中文或英文译本, 或提述其内已收录合约中既非以中文亦非以英文撰写的部分的中文或英文译本的合约文本(视属何情况而定); 而该等译本均按第(10)款所指的订明方式核证为正确译本。
5	英文原文	(25) In the case of shares allotted as fully or partly paid up otherwise than in cash, or allotted in consideration of a premium paid or payable wholly or partly otherwise than in cash, a copy of a contract in writing constituting the title of the allottee to the allotment together with a copy of any contract for sale, or for services or other consideration in respect of which that allotment

<sup>39</sup> “( )” 表示 “in the case of” 在《公司法》中的出现次序, 其中逢五的句子抽样出来以分析其译法。

		was made, such copies being duly certified by an officer of the company to be true copies
	中文译文	如属以非现金全部或部分缴足股款而分配的股份,或属以非现金或应以非现金全部或部分缴付溢价为代价而分配的股份,则须交付一份构成获分配者对分配股份的所有权的书面合约的副本,并须连同与作出该项分配有关的任何销售合约的副本、服务合约的副本,或其它代价合约的副本一并交付,而该等副本须由公司一名高级人员妥为核证为真实副本
6	英文原文	A listed company shall include together with the notice of any general meeting called for the purpose of subsection (2)- (a) (30)in the case of a general offer under subsection (1)(a)- (i) a copy of the document containing the proposed general offer; and (ii) a statement, signed by the directors of the company, containing such particulars as would enable a reasonable person to form as a result thereof a valid and justifiable opinion as to the merits of the proposed general offer; and (b) (31)in the case of a purchase under subsection (1)(b), a memorandum of the terms of the proposed purchase.
	中文译文	上市公司为施行第(2)款而召开大会时,会议通知书须附有下列文件— (a) 如属根据第(1)(a)款作出的公开要约— (i) 载有建议的公开要约的文件文本一份;及 (ii) 由公司董事签署的陈述书一份,而其所载的详情,使一个合理的人,能就该项建议的公开要约的实况,得出一个确切而正当的结论;及 (b) 如属根据第(1)(b)款作出的购买,一份建议购买条款的备忘录。
7	英文原文	(35)In the case of refusal of an inspection required under subsection (5) of a directors' statement or auditors' report, the court may by order compel an immediate inspection of that statement or report.
	中文译文	如属有关人士被拒绝根据第(5)款的规定查阅董事陈述书或核数师报告书的情况,法院可藉命令强迫有关公司立即将该陈述书或报告书供有关人士查阅。
8	英文原文	(40)In the case of a reduction of share capital, a member of the company, past or present, shall not be liable in respect of any share to any call or contribution exceeding in amount the difference...
	中文译文	如属股本减少,公司过去或现在的成员,无须就以下任何股份的催缴股款或供款事宜承担法律责任...
9	英文原文	Each recognized stock market shall set aside a conspicuous place therein for posting and exhibiting all copies of notices delivered to it under subsection (4)(a), and shall keep every such copy exhibited in such place for a period of not less than- (a) (45)in the case of an application referred to in subsection (3)(a), 1 month; (b) (46)in the case of an application referred to in subsection (3)(b), 3 months.
	中文译文	每所认可证券市场均须在该市场内拨出一个显眼的地方,用以张贴及展示根据第(4)(a)款交付该市场的所有公告的文本,并须在该地方持续展示该等文本,为期不少于一 (a) (如属第(3)(a)款所提述的申请)1个月; (b) (如属第(3)(b)款所提述的申请)3个月。



10	英文原文	"Company" (公司) means a company (50)in the case of which shares are listed on a recognized stock market.
	中文译文	“公司”(company) 指一间公司而该公司的股份是在认可证券市场上市的。
11	英文原文	(55)In the case of any other company- (i) so much of the accounts as consists of a balance sheet shall give a true and fair view of the state of the company's affairs as at the balance sheet date; and (ii) so much of the accounts as consists of a profit and loss account shall give a true and fair view of the company's profit or loss for the period in respect of which the accounts were prepared.
	中文译文	如属任何其它公司— (i) 帐目内包含资产负债表的部分，须真实而公平地反映该公司于该资产负债表结算日的事务状况；及 (ii) 帐目内包含损益表的部分，须真实而公平地反映该公司在该等帐目所涵盖的期间的利润或亏损。
12	英文原文	(60)In the case of a charge to the benefit of which the holders of a series of debentures are entitled, such particulars as are specified in section 80(7).
	中文译文	如属一项押记，而其利益是由一系列债权证持有人享有的，则须记入第80(7)条所指明的详情。
13	英文原文	Provided that a company shall not be bound to send such notice where the register has, at all times since it came into existence or, (65)in the case of a register in existence at the commencement* of the Companies (Amendment) Ordinance 1984 (6 of 1984), at all times since then, been kept at the registered office of the company.
	中文译文	但如该登记册自开始存在时已时刻备存于该公司的注册办事处，或如属《1984年公司(修订)条例》+(1984年第6号)生效*时已存在的登记册，而该登记册此后时刻备存于该公司的注册办事处，则该公司无须送交此等通知书。
14	英文原文	Provided that a company shall not be bound to send such notice where the register has, at all times since it came into existence or, (70)in the case of a register in existence at the commencement* of the Companies (Amendment) Ordinance 1984 (6 of 1984), at all times since then, been kept at the registered office of the company.
	中文译文	但如该登记册自开始存在时已时刻备存于公司的注册办事处，或如属《1984年公司(修订)条例》+(1984年第6号)生效*时已存在的登记册，而该登记册此后时刻备存于该公司的注册办事处，则该公司无须送交此等通知书。
15	英文原文	(75)In the case of a company not having a share capital, except in the case of a company registered with an unlimited number of members, the number of members of the company.
	中文译文	如该公司属无股本公司，则述明该公司的成员人数(注册为无限成员人数的公司除外)。
16	英文原文	(80)In the case of a private company having a share capital, the annual return shall be completed within 42 days after the most recent anniversary of the date

		of incorporation of the company and the company shall forthwith forward to the Registrar a copy of the return signed by a director or the secretary of the company.
	中文译文	如属有股本的私人公司，则周年申报表须在由公司成立为法团之日的最近周年日起计 42 天内完成，而公司须立即将一份经公司一名董事或秘书签署的周年申报表递送予处长。
17	英文原文	Any provision of a company's articles shall be void in so far as it provides for the calling of a meeting of the company (other than an adjourned meeting) by a shorter notice than- (a) (84)in the case of the annual general meeting, 21 days' notice in writing; and (b) (85)in the case of a meeting which is neither an annual general meeting nor a meeting for the passing of a special resolution, 14 days' notice in writing (86)in the case of a company other than an unlimited company and 7 days' notice in writing (87)in the case of an unlimited company.
	中文译文	公司的章程细则的任何条文，如订定召开公司会议(延会除外)的通知期短于下述期间者，即属无效— (a) 如属周年大会，为期 21 天的书面通知；及 (b) 如既不属周年大会的会议、又不属旨在通过一项特别决议的会议，而公司并非无限公司，为期 14 天的书面通知，如公司为无限公司，则为期 7 天的书面通知。
18	英文原文	Save in so far as the articles of a company make other provision in that behalf (not being a provision avoided by subsection (1)) a meeting of the company (other than an adjourned meeting) may be called- (a) (88)in the case of the annual general meeting, by 21 days' notice in writing; and (b) (89)in the case of a meeting which is neither an annual general meeting nor a meeting for the passing of a special resolution, by 14 days' notice in writing (90)in the case of a company other than an unlimited company and by 7 days' notice in writing (91)in the case of an unlimited company.
	中文译文	公司的章程细则除非就此订立其它条文(并非因第(1)款而致无效的条文)，否则公司的会议(延会除外)可如下述发出通知后召开— (a) 如属周年大会，以书面发出 21 天的通知；及 (b) 如既不属周年大会的会议、又不属旨在通过一项特别决议的会议，如公司并非无限公司，则以书面发出 14 天的通知，如公司为无限公司，则以书面发出 7 天的通知。
19	英文原文	(95)In the case of a company originally having a share capital; every member shall have 1 vote in respect of each share or each \$100 of stock held by him, and in any other case every member shall have 1 vote.
	中文译文	如原属一间有股本公司，一名成员每持有一股股份或每持有价值\$100 的股额，即有一票，而在任何其它情况下，每名成员均有一票。
20	英文原文	Provided that, if it is so agreed by a majority in number of the members having the right to attend and vote at any such meeting, being a majority together holding not less than 95 per cent in nominal value of the shares giving that

		right, or, (100)in the case of a company not having a share capital, together representing not less than 95 per cent of the total voting rights at that meeting of all the members, a resolution may be proposed and passed as a special resolution-...
	中文译文	但如过半数有权出席任何上述会议并表决的成员同意, 而该等成员合共持有面值不少于百分之九十五而附有该项权利的股份(如公司为无股本公司, 则该等成员须合共持有不少于全体成员在该会议上百分之九十五的总表决权), 则该项决议可在下述会议上作为一项特别决议而提出及通过—...
21	英文原文	Subject to subsection (1B), the directors of every company shall lay before the company at its annual general meeting a profit and loss account or, (105)in the case of a company not trading for profit, an income and expenditure account for the period, (106)in the case of the first account, since the incorporation of the company, and, in any other case, since the preceding accounts.
	中文译文	除第(1B)款另有规定外, 每间公司的董事均须在公司的周年大会上, 将损益表提交公司省览, 如公司属非牟利公司, 则将收支表提交公司省览该等帐目所涵盖的期间, 如属提交首份的帐目, 须为自该公司成立为法团以来的一段期间, 如属任何其它情况, 则须为自上次帐目结算日期以来的一段期间。
22	英文原文	(110)In the case of paragraph (b), the directors of the company shall depart from those requirements to the extent that is necessary to give a true and fair view thereof with the reasons for and particulars and effects of such departure to be given in the accounts or in a statement annexed to those accounts.
	中文译文	如属(b)段的情况, 公司的董事须在为真实而公平地反映有关状况、利润或亏损所需的范围内偏离有关规定, 并在该等帐目或在附录于该等帐目的陈述书内, 述明偏离的理由、详情及影响。
23	英文原文	If, in the opinion of the directors of a company having, at the end of its financial year, subsidiaries, the number of them is such that compliance with subsection (1) would result in particulars of excessive length being given, compliance with that subsection shall not be requisite except (115)in the case of the subsidiaries carrying on the businesses the results of the carrying on of which, in the opinion of the directors, principally affected the amount of the profit or loss of the company and its subsidiaries or the amount of the assets of the company and its subsidiaries.
	中文译文	公司在其财政年度终结时如拥有附属公司, 而公司董事认为该等附属公司为数甚多, 以致遵从第(1)款的规定会导致所提供的详情过于冗长, 则并非必须遵从该款的规定, 但该等附属公司如经营某些业务, 而上述董事认为经营该等业务的结果对公司及其附属公司的利润或亏损的数额或公司及其附属公司的资产额有主要影响, 则不在此限。
24	英文原文	Where, (120)in the case of a private company having a share capital, advantage is taken of subsection (4)-...
	中文译文	凡一间有股本私人公司利用第(4)款, 则—...
25	英文	A company may by ordinary resolution remove an auditor before the

	原文	expiration of his term of office, notwithstanding anything in any agreement between it and him; and, except (125)in the case of a private company, where a resolution removing an auditor is passed at a general meeting of a company, the company shall within 14 days give notice of that fact in the specified form to the Registrar.
	中文译文	公司可藉普通决议将一名任期末届满的核数师免任,即使公司与该名核数师所订立的任何协议有任何规定;除私人公司外,如公司在大会上通过一项将核数师免任的决议,公司须于 14 天内按指明格式将有关事实通知处长。
26	英文原文	If default is made in complying with subsection (3) or (6), the company and every officer of the company who is in default shall be guilty of an offence and liable to a fine and (130)in the case of an individual, to imprisonment.
	中文译文	如因没有遵从第(3)或(6)款的规定而构成失责,公司及其每名失责高级人员即属犯罪,可处罚款;如属个人犯罪,更可处监禁。
27	英文原文	In the said excepted case, state whether in the auditors' opinion the company's balance sheet and profit and loss account and (if it is a holding company submitting group accounts) the group accounts have been properly prepared in accordance with the provisions of this Ordinance applicable to such companies and whether in their opinion, on the basis aforesaid, a true and fair view is given- (i) (135)in the case of the balance sheet, of the state of the company's affairs as at the end of its financial year; (ii) (136)in the case of the profit and loss account (if it is not framed as a consolidated profit and loss account), of the company's profit or loss for its financial year; (iii) (137)in the case of group accounts submitted by a holding company, of the state of affairs and profit or loss of the company and its subsidiaries dealt with thereby, so far as concerns members of the company.
	中文译文	(如公司为有权利用并已利用附表 10 第III部任何条文的利益的公司) 说明核数师认为公司的资产负债表、损益表及集团帐目(如公司为一间呈交集团帐目的控股公司)是否已按照本条例中对此等公司适用的条文妥为拟备,并且在前述基准上认为— (i) 资产负债表是否真实而公平地反映公司在其财政年度终结时的事务状况; (ii) 损益表(如并非以综合损益表形式拟定)是否真实而公平地反映公司在有关财政年度 的利润或亏损; (iii) 控股公司所呈交的集团帐目,是否真实而公平地反映公司及集团帐目所涉及的附属公司的与公司成员有关的事务状况与利润或亏损。
28	英文原文	The Financial Secretary may appoint one or more competent inspectors to investigate the affairs of a company and to report thereon in such manner as the Financial Secretary may direct- (a) (139)in the case of a company having a share capital, on the application either of not less than 100 members or of members holding not less than one-tenth of the shares issued;

		(b) (140)in the case of a company not having a share capital, on the application of not less than one-tenth in number of the persons on the company's register of members.
	中文译文	如有下述情况，财政司司长可委任一名或多于一名合格的审查员，按财政司司长指示的方式，调查某间公司的事务并就有关调查作出报告— (a) 如属有股本公司，有不少于 100 名成员或持有不少于十分之一已发行股份的成员提出申请； (b) 如属无股本公司，有为数不少于十分之一名列该公司成员登记册的人提出申请。
29	英文原文	A private company is excepted under this subsection if, but only if, it is not a member of a group of companies of which a listed company is a member; and for the purposes of this subsection "listed company" (上市公司) means a company (145)in the case of which shares are listed on a recognized stock market.
	中文译文	如在下述情况及只在下述情况，私人公司始可根据本款而属例外，即公司并非某个有上市公司为成员的公司集团的成员；而就本款而言，“上市公司”(listed company) 指一间公司而其股份是在认可证券市场上市的。
30	英文原文	"The relevant circumstances" (有关情况), in relation to a contravention of section 157H, means all the facts and other circumstances constituting that contravention including, (150)in the case of a transaction or arrangement which but for any fact or circumstance would be authorized by any provision of section 157HA, that fact or circumstance.
	中文译文	“有关情况”(the relevant circumstances) 就违反第 157H 条而言，指构成该项违反的一切事实及其它情况，如某项交易或安排若非因任何事实或情况，便会获第 157HA 条任何条文批准，则“有关情况”亦包括该事实或情况。
31	英文原文	(155)In the case of any such refusal, the court may by order compel an immediate inspection of the register.
	中文译文	如属有关人士被拒绝根据第(7)款查阅登记册的情况，法院可藉命令强迫有关公司立即将该登记册供有关人士查阅。
32	英文原文	Provided that a company shall not be bound to send such notice where the register has, at all times since it came into existence or, (160)in the case of a register in existence at the commencement* of the Companies (Amendment) Ordinance 1984 (6 of 1984), at all times since then, been kept at the registered office of the company.
	中文译文	但如该登记册自开始存在时已时刻备存于公司的注册办事处，或如属《1984 年公司(修订)条例》+(1984 年第 6 号)生效*时已存在的登记册，而该登记册此后时刻备存于该公司的注册办事处，则该公司无须送交此等通知书。
33	英文原文	(165)In the case of relevant transactions that consist of quasi-loans or credit transactions, there may be included in the accounts of the company, in lieu of the particulars required to be included under subsection (1), a statement showing, with respect to each borrower in relation to whom particulars are required to be given under that subsection-...

	中文译文	如有关交易包括类似贷款或信贷交易,而根据第(1)款规定须提供借款人的详情,则可在公司帐目中载有一项就每一该等借款人列明以下资料的陈述,以代替根据该款须载有的详情—...
34	英文原文	(170)In the case of a company that is the holding company of an authorized financial institution, the accounts (or, if group accounts are required to be prepared under section 124 dealing with the authorized financial institution, the group accounts) of the company shall contain a statement showing-...
	中文译文	如公司是一间认可财务机构的控股公司,该公司的帐目(或集团帐目,如根据第 124 条的规定须拟备涉及认可财务机构的集团帐目者)须载有一项陈述,列明—...
35	英文原文	If (175)in the case of any company provision is made by the articles or by any agreement entered into between any person and the company for empowering a director or managing agent of the company to assign his office as such to another person, any assignment of office made in pursuance of the said provision shall, notwithstanding anything to the contrary contained in the said provision, be of no effect unless and until it is approved by a special resolution of the company.
	中文译文	如任何公司的章程细则订有条文,或任何人与该公司所订立的任何协议订有条文,赋权该公司的董事或管理代理人将其职位转让他人,则即使上述条文载有任何相反规定,依据该项条文所作出的职位转让乃属无效,除非与直至该项转让获该公司藉特别决议批准。
36	英文原文	the court may, with a view to bringing to an end the matters complained of, make such other order as it thinks fit, whether for regulating the conduct of the specified corporation's affairs in future, or for the purchase of the shares of any members of the specified corporation by other members of the specified corporation or by the specified corporation and, (180)in the case of a purchase by the specified corporation, for the reduction accordingly of the specified corporation's capital, or otherwise
	中文译文	为了结遭投诉的事项,可作出它认为合适的其它命令,不论是为以下事项或其它事项作出命令:规管日后该指明法团事务的处理方式,或规定该指明法团的其它成员购买该指明法团的任何成员的股份或该指明法团本身购买该指明法团的任何成员的股份以及(在由该指明法团本身购买该等股份的情况下)该指明法团相应地减少其资本
37	英文原文	(185)In the case of a company limited by shares no contribution shall be required from any member exceeding the amount, if any, unpaid on the shares in respect of which he is liable as a present or past member.
	中文译文	如属股份有限公司,成员无须作出超过股份的未缴款额(如有的话)的分担,而该未缴款额是其作为现在或过去成员有法律责任缴付的
38	英文原文	Subject to the proviso to subsection (1), where any such liquidator (other than the Official Receiver) receives any money in such capacity, he shall- (a) (190)in the case of a sum not exceeding \$50000, pay the money without any deductions therefrom to the Companies Liquidation Account not later than 14 days after its receipt; (b) (191)in the case of any other sum, forthwith pay the money without any

		deductions therefrom to the Companies Liquidation Account.
	中文译文	在不抵触第(1)款的但书的规定下，凡任何上述清盘人(破产管理署署长除外)以该身分收取任何款项— (a) 如该笔款项不超过\$50000，清盘人须在收取款项后 14 天内将其存入公司清盘账户内，并且不得从款项中作任何扣除； (b) 如该笔款项超过\$50000，清盘人须随即将款项存入公司清盘账户内，并且不得从款项中作任何扣除。
39	英文原文	The court in making such an order may- (a) (194)in the case of an unlimited company, allow to the contributory by way of set-off any money due to him or to the estate which he represents from the company on any independent dealing or contract with the company, but not any money due to him as a member of the company in respect of any dividend or profit; and (b) (195)in the case of a limited company, make to any director or manager whose liability is unlimited or to his estate the like allowance.
	中文译文	法院在作出该命令时— (a) 如属无限公司，可容许以抵销方式向该分担人偿付公司就公司的任何独立交易或合约而欠该人或欠其所代表的产业或遗产的任何款项，但以该分担人作为公司成员而就任何股息或利润欠该人的任何款项，则不得以抵销方式偿付；及 (b) 如属有限公司，可同样容许任何承担无限法律责任的董事或经理或其产业或遗产作出抵销。
40	英文原文	The directors of a company or, (200)in the case of a company having more than 2 directors, the majority of the directors, may, if they have formed the opinion that the company cannot by reason of its liabilities continue its business, resolve at a meeting of the directors and deliver to the Registrar a statement in the specified form (the "winding-up statement"), signed by one of the directors, certifying that a resolution has been passed to the effect that-...
	中文译文	公司的董事或(如公司有多于 2 名董事)过半数的董事如已得出意见，认为公司因其负债而不能继续其业务，可在董事会议上议决以下事项，并向处长交付具指明格式并由其中一名董事签署的陈述书(“清盘陈述书”)，核证一项具以下意思的决议已获通过—...
41	英文原文	(205)In the case of a private company having only one director, the sole director may issue a certificate of solvency by recording the certificate and signing the record of it in the company's minute book; and recording and signing the certificate shall be deemed to satisfy the requirement under subsection (1) that the certificate be issued at a meeting of the directors.
	中文译文	如属只有一名董事的私人公司，该唯一董事可藉在公司会议纪录簿册内记录有偿债能力证明书并在有关纪录签署，而发出该证明书；而证明书一经记录及签署，即须当作已符合第(1)款所订证明书须在董事会议上发出的规定。
42	英文原文	Section 237 shall apply (209)in the case of a creditors' voluntary winding up as (210)in the case of a members' voluntary winding up, with the modification that the powers of the liquidator under the said section shall not be exercised

		except with the sanction either of the court or of the committee of inspection.
	中文译文	第 237 条适用于债权人自动清盘，一如其适用于成员自动清盘，但须作以下变通，即清盘人根据该条而具有的权力，除非获得法院或审查委员会的认许，否则不得行使。
43	英文原文	The winding up of a company shall not bar the right of any creditor or contributory to have it wound up by the court, but (215)in the case of an application by a contributory, the court must be satisfied that the rights of the contributories will be prejudiced by a voluntary winding up.
	中文译文	公司的清盘并不禁制任何债权人或分担人令公司由法院清盘的权利，但如申请是由一名分担人提出，则法院必须信纳所有分担人的权利会因自动清盘而受到损害。
44	英文原文	The Companies (Amendment) Ordinance 1984 (6 of 1984) shall not apply (220)in the case of a winding up, the relevant date occurred before the commencement* of that Ordinance, and, in such a case, the provisions relating to preferential payments which would have applied if that Ordinance had not been enacted shall be deemed to remain in full force.
	中文译文	凡在任何清盘中，有关日期是在《1984 年公司(修订)条例》@(1984 年第 6 号)生效*之前，则该条例不适用于该宗清盘，而在该情况下，假若该条例未曾制定则会适用的关于优先付款的条文，须当作仍然完全有效。
45	英文原文	Section 5(a) of the Protection of Wages on Insolvency (Amendment) Ordinance 1996 (68 of 1996) ("the amending Ordinance") shall not apply (225)in the case of a winding up to which an application under section 15(1) of the Protection of Wages on Insolvency Ordinance (Cap 380) relates where such application is made before the commencement** of the amending Ordinance, and in such a case, the provisions relating to preferential payments which would have applied if the amending Ordinance had not been enacted shall be deemed to remain in full force.
	中文译文	在任何与根据《破产欠薪保障条例》(第 380 章)第 15(1)条作出的申请有关的清盘中，如提出该申请的日期是在《1996 年破产欠薪保障(修订)条例》(1996 年第 68 号)(“修订条例”)生效**之前，则在该宗清盘中，修订条例第 5(a)条不适用，而在该情况下，假若修订条例不曾制定则会适用的关于优先付款的条文，须当作仍然完全有效。
46	英文原文	He shall, (230)in the case of the offence mentioned in paragraph (o), be liable to imprisonment, and (231)in the case of any other offence shall be liable to imprisonment and a fine.
	中文译文	就(o)段所述的罪行而言，该人可处以监禁，而就任何其它罪行而言，则可被处监禁及罚款。
47	英文原文	When a company has been wound up and is about to be dissolved, the books and papers of the company and of the liquidators may be disposed of as follows, that is to say- (a) (234)in the case of a winding up by the court in such way as the court directs; (b) (235)in the case of a members' voluntary winding up, in such way as the company by special resolution directs, and, (236)in the case of a creditors'



		voluntary winding up, in such way as the committee of inspection or, if there is no such committee, as the creditors of the company, may direct.
	中文译文	当公司已经清盘并即将解散时,公司及清盘人的簿册及文据可按以下方式处置,即— (a) 如属由法院作出的清盘,按法院所指示的方式处置; (b) 如属成员自动清盘,按公司藉特别决议所指示的方式处置,而如属债权人自动清盘,则按审查委员会或(如并无审查委员会)公司的债权人所指示的方式处置。
48	英文原文	(240)In the case of any such default as is mentioned in subsection (1)(a), an application for the purposes of this section may be made by any member or creditor of the company or by the Registrar, and in the case of any such default as is mentioned in subsection (1)(b), the application shall be made by the liquidator, and in either case the order may provide that all costs of and incidental to the application shall be borne by the receiver or manager, as the case may be.
	中文译文	如属第(1)(a)款所述失责行为的情况,则为施行本条而提出的申请,可由公司的任何成员或债权人或由处长提出;如属第(1)(b)款所述失责行为的情况,则有关申请须由清盘人提出;而在上述任何一种情况下,有关命令可订定申请的所有讼费及附带费用均须由有关接管人或经理人(视属何情况而定)承担。
49	英文原文	(245)In the case of a company intended to be registered as a company limited by guarantee, the resolution declaring the amount of the guarantee.
	中文译文	如属拟注册为担保有限公司的公司,则须交付有关声明担保款额的决议。
50	英文原文	All provisions contained in any Ordinance or other instrument constituting or regulating the company, including, (250)in the case of a company registered as a company limited by guarantee, the resolution declaring the amount of the guarantee, shall be deemed to be conditions and regulations of the company, in the same manner and with the same incidents as if so much thereof as would, if the company had been formed under this Ordinance, have been required to be inserted in the memorandum, were contained in a registered memorandum, and the residue thereof were contained in registered articles.
	中文译文	所有载于任何组织或规管该公司的条例或其它文书的条文,包括(如属注册为担保有限公司的公司)有关声明担保款额的决议,均须按同样方式及在附有同样附带条件的情况下当作是该公司的条件及规例,犹如该公司若已根据本条例成立则须加入其章程大纲内的该等条件及规例已载于经注册的章程大纲内,而其余的条件及规例则已载于经注册的章程细则内一样。
51	英文原文	Any non-Hong Kong company registered under this Part shall at all times, until the expiration of a period of 1 year from the date on which it ceases to have a place of business in Hong Kong, keep registered under section 333(2)(e) the name, address and, (255)in the case of an individual, number of the identity card (if any) or, in the absence of such number, the number and issuing country of any passport, of at least one authorized representative of the

		company.
	中文译文	任何根据本部注册的非香港公司，均须时刻将该公司最少一名获授权代表的姓名或名称、地址及(如属个人)身分证号码(如有的话)或(如没有身分证号码)任何护照的号码及签发国家，持续根据第 333(2)(e)条登记，直至自该公司在香港不再有营业地点的日期起计的 1 年届满为止。
52	英文原文	Where, (260)in the case of a non-Hong Kong company registered under this Part, any alteration is made in—...
	中文译文	凡任何根据本部注册的非香港公司在下述方面有任何更改—……
53	英文原文	The references in subsection (3)(b)(i) to the copy of a contract required thereby to be endorsed on or attached to a copy of the prospectus shall, (265)in the case of a contract wholly or partly in a language other than English or Chinese, be taken as references to a copy of a translation of the contract in either language or a copy embodying a translation in English or Chinese of the parts not in either language, as the case may be, being a translation certified in the prescribed manner under subsection (9) to be a correct translation.
	中文译文	凡第(3)(b)(i)款提述招股章程内规定须注明或随附合约文本之处，而该合约完全或部分既非以中文亦非以英文撰写，则须视作为提述合约的中文或英文译本，或提述其内已收录合约中既非以中文亦非以英文撰写的部分的中文或英文译本的合约文本(视属何情况而定)；而该等译本均按第(9)款所指的订明方式核证为正确译本。
54	英文原文	In this section any reference to delivering a document shall be construed as including a reference to sending, forwarding, producing or ((270)in the case of a notice) giving it.
	中文译文	在本条中，凡提述交付文件之处，须解释为包括提述送交、递送、出示或(如属通知书)发出文件。

## 参考文献

- Alcaraz Varó, Enrique & Hughes, Brian. c2002. *Legal Translation Explained*.  
Manchester; Northampton, MA: St. Jerome Publishing.
- Baker, Mona. (ed.). 1998. *Routledge Encyclopedia of Translation Studies*.  
London and New York: Routledge.
- Barber, C.L. 1962. "Some measurable characteristics of modern scientific prose".  
In *Contributions to English Syntax and Phonology*. Stockholm.
- Bhatia, Vijay K. 1993. *Analysing Genre—Language Use in Professional Settings*.  
New York: Longman Group Limited.
- Bhatia, Vijay K. 1997. "Translating legal genres". In Anna Trosborg (ed.) *Text  
Typology and Translation*. Amsterdam and Philadelphia: John Benjamins  
Publishing Company.
- Bühler, Karl. 1965. (translated by Donald Fraser Goodwin. 1990.) *Theory of  
Language: The Representational Function of Language*. Philadelphia:  
Benjamins.
- Bryman, Alan. 1988. *Quantity and Quality in Social Research*. London:  
Routledge.
- Cao, Deborah. 2007. *Translating Law*. Clevedon; Buffalo: Multilingual Matters.
- Candlin, C.N., Bhatia, V.K. and Jensen, C.H. 2002. *Developing Legal Writing  
Materials for English Second Language Learners: Problems and  
Perspectives*. English for Specific Purposes: 299-320.

- Carter, Ronald & McCarthy, Michael. 2006. *Cambridge Grammar of English: A Comprehensive Guide --- Spoken and Written English Grammar and Usage*. Cambridge University Press.
- Chesterman, Andrew. 1989. *Readings in translation theory*. [Helsinki]: Oy Finn Lectura Ab.
- Coode, George. 1848. *On Legislative Expression; or, The Language of the Written Law*. Introduction to a digest of the Poor Laws, appended to the 1843 Report of the Poor Law Commission. Repr. In Drieger, E.A. (1957), *The Composition of Legislation*.
- Chao, Yuen Ren. 1968. *A Grammar of Spoken Chinese*. Berkeley & Los Angeles: University of California Press.
- Danet, Brenda. 1985. "Legal Discourse" in Teun A. Van Dijk (ed.) *Handbook of Discourse Analysis* Vol 1. Academic Press, Inc.: Harcourt Brace Jovanovich Publishers.
- Delisle, Jean. 1988. *Translation: An Interpretative Approach*. Ottawa: University of Ottawa Press.
- Dworsky, Alan L. 2006. *The Little Book on Legal Writing*. Beijing: Beijing University Press.
- Nida, Eugue. 1964. *Toward A Science of Translating: with Special Reference to Principles and Procedures Involved in Bible Translating*. Leiden: E.J. Brill.
- Nida, Eugue. 2001. *Language and Culture: Contexts in Translating*. Shanghai: Shanghai Foreign Language Education Press.

- Gibbons, John. 2003. *Forensic Linguistics: An Introduction to Language in the Justice System*. UK: Blackwell Publishing.
- Goodrich, Peter. c1987. *Legal Discourse: Studies in Linguistics, Rhetoric, and Legal Analysis*. Basingstoke: Macmillan.
- Gutt, Ernst-August. 1991. *Translation and Relevance: Cognition and Context*. Oxford; Cambridge, Mass.: B. Blackwell.
- Holmes, James. 1972. "The name and nature of translation studies". In Venuti Lawrence (ed.). *The Translation Studies Reader*. London and New York, 2000: 172-185.
- House, Juliane. c1997. *Translation Quality Assessment: A Model Revisited*. Tübingen: Gunter Narr Verlag.
- Huddleston, Rodney & Pullum Geoffrey K. 2002. *The Cambridge Grammar of the English Language*. Cambridge University Press.
- Mellinkoff, David. 1990. *The Language of the Law*. Boston: Little, Brown and Company.
- Munday, Jeremy. 2001. *Introducing Translation Studies: Theories and Applications*. London; New York, N.Y.: Routledge.
- Newmark, Peter. c1982. *Approaches to Translation*. Oxford: Pergamon.
- Newmark, Peter. 1988. *A Textbook of Translation*. New York: Prentice-Hall International.
- Nord, Christiane. 1997. *Translating as A Purposeful Activity: Functionalist Approaches Explained*. Manchester [England]: St. Jerome Pub.

- Palmer, F.R. 1974. *The English Verb*. London: Longman Group Limited.
- Quirk, Randolph; Greenbaum, Sidney; Leech, Geoffrey; Svartvik, Jan. 1985. *A Comprehensive Grammar of the English Language*. London; New York: Longman.
- Reiss, Christina. 1971/2000. *Translation Criticism: Potential and Limitations*. Trans. Erroll F. Rhodes. Manchester: St. Jerome.
- Robinson, Douglas. 1997. *Western Translation Theory: from Herodotus to Nietzsche*. Manchester: St. Jerome Pub.
- Šarčević, Susan. c1997. *New Approach to Legal Translation*. The Hague; Boston: Kluwer Law International.
- Sager, Juan C. 1993. *Language Engineering and Translation: Consequences of Automation*. Amsterdam; Philadelphia: John Benjamins Publishing Company.
- Sanford, David H. 2003. *If P, then Q: Conditionals and the Foundations of Reasoning*. London; New York: Routledge.
- Shuttleworth, Mark. 1997. *Dictionary of Translation Studies*. Manchester: St. Jerome Publishing.
- Snell-Hornby, Mary. c1988. *Translation Studies: An Integrated Approach*. Amsterdam; Philadelphia: John Benjamins.
- Toury, Gideon. c1995. *Descriptive translation studies and beyond*. Amsterdam; Philadelphia: J. Benjamins Pub.

Venuti, Lawrence. 1995. *The Translator's Invisibility: A History of Translation*.

London; New York: Routledge.

Venuti, Lawrence (ed.). 2000. *The Translation Studies Reader*. London and New

York.

陈德鸿、张南峰（编）. c2000. 西方翻译理论精选. 香港：香港城市大学出版社.

陈建平. 2007. 法律文体翻译探索. 杭州：浙江大学出版社.

陈忠诚. 1998. 法窗译话. 北京：中国对外翻译出版公司.

陈忠诚. 2000. 法苑译谭. 北京：中国法制出版社.

程朝阳、毛凤凡、秦明译（约翰·吉本斯著）. 2007. 法律语言学导论. 法律出版社.

辞源（修订本）. 1979-1984. 香港：商务出版社.

杜金榜. 法律语言学. 上海：外语教育出版社，2004.

杜金榜 . 2008. 法律语言特点和法律翻译 .

[http://www.fanyiland.cn/discuss/show\\_discuss.asp?cat\\_id=3&art\\_id=283](http://www.fanyiland.cn/discuss/show_discuss.asp?cat_id=3&art_id=283)

杜金榜、张福、袁亮. 2004 (3). 中国法律法规英译的问题和解决. 中国翻译.

樊一群. 法律术语翻译—对等结构缺乏与翻译补偿理论. 苏州大学，2005年  
硕士学位论文.

冯契（主编）. 1992. 哲学大辞典. 上海：上海辞书出版社.

傅伟良. 2002 (5). 合同法律文件翻译谈—谈《中华人民共和国合同法》的部分译文. 中国翻译.

- 胡健颖, 孙山泽. 2000. 抽样调查的理论、方法和应用. 北京: 北京大学出版社.
- 季益广. 1998 (5). 法律英语的文体特点及英译技巧. 中国翻译.
- 姜剑云. 1995. 法律语言与言语研究. 北京: 群众出版社.
- 蒋严. 2000: 257-279. 汉语条件句的违实解释. 载 中国语文杂志社(编)《语法研究和探索(十)》. 北京: 商务印书馆.
- 蒋严(主编). 2010. 走近形式语用学. 上海: 上海教育出版社.
- 李克兴. 1997 (3,4): 176-201. 论法律翻译的基本原则. 翻译季刊.
- 李克兴. 2007 (6). 英语法律文本中主要情态动词的作用及其翻译. 中国翻译.
- 李克兴. 2007. 法律翻译理论与实践. 北京: 北京大学出版社.
- 李克兴. 2008 (4): 71-77. 法律英语条件句的写作和翻译. 中国翻译.
- 李克兴. 2010 (1). 论法律文本的静态对等翻译. 外语教学与研究.
- 李克兴、张新红. 2005. 法律文本与法律翻译. 北京: 中国对外翻译出版公司.
- 林克难、籍明文. 2002 (3). 法律文字中“的”字结构翻译探讨. 上海科技翻译.
- 刘宓庆. 2005. 新编当代翻译理论. 中国对外翻译出版公司.
- 罗新璋、陈应年. 2009. 翻译论集(修订本). 商务印书馆.
- 邱贵溪. 2000 (2). 论法律文件翻译的若干原则. 中国科技翻译.
- 屈文生、刑彩霞. 2005 (2). 法律翻译中的“条”、“款”、“项”、“目”. 中国翻译.
- 陆谷孙. 2007. 英汉大词典(第2版). 上海: 上海译文出版社.



- 陆文慧. 2002. 法律翻译—从实践出发. 香港: 中华书局(香港)有限公司.
- 孙立新. 法律英语术语汉译原则及应用. 中国海洋大学, 2006年硕士论文.
- 孙万彪. 2004. 汉英法律翻译教程. 上海: 上海外语教育出版社.
- 孙万彪. 2003. 英汉法律翻译教程. 上海: 上海外语教育出版社.
- 唐培培. 基于语料库的国际海事公约中条件句翻译的描述性研究. 大连海事大学, 2010年硕士论文.
- 腾超、孔飞燕. 2008. 英汉法律互译: 理论与实践. 浙江大学出版社.
- 王道庚. 2006. 法律翻译: 理论与实践. 香港: 香港城市大学.
- 王建. 2003 (1). 影响法律英语翻译的因素. 中国科技翻译.
- 王歆燕. 评《中华人民共和国公司法》英译本. 西南财经大学, 2007年硕士论文.
- 王同亿(主编译). 1990. 英汉辞海. 北京: 国防工业出版社.
- 吴伟平. 2002. 语言与法律—司法领域的语言学研究. 上海: 上海外语教育出版社.
- 吴伟平. 法律语言学的现代视野. <http://www.cbr.org.cn/mag/articles/057/412.html>
- 肖云枢. 2001 (3). 英汉法律术语的特点、词源及翻译. 中国翻译.
- 现代汉语辞海编纂委员会. 2002. 现代汉语辞海. 新华出版社.
- 香港律政司双语法例资料系统. <http://www.legislation.gov.hk/chi/home.htm>
- 辛谷. 2003 (3). 法律法规名称的翻译. 中国科技翻译.
- 徐李洁. 2005 (2). IF-条件句分类再研究. 四川外语学院学报.
- 徐阳春. 2002. 现代汉语复句的各种类型. 北京: 中国社会科学出版社.

- 宣培培. 经济原则在法律英译中的应用. 广东外语外贸大学, 2007 年硕士论文.
- 尹洪山、韩玉花. 2009 (4). 立法语言中的条件概念及其翻译技巧. 青岛科技大学学报.
- 袁华平. 2008 (6). 法律英语中长句的翻译. 湖南农业大学学报.
- 张斌. 2010. 现代汉语描写语法. 商务印书馆.
- 张道真. 2008. 英语语法大全. 北京: 首都师范大学出版社.
- 张晓茵. 合同翻译—原则、特征和策略. 上海外国语大学, 2005 年硕士论文.
- 章振邦. 1989. 新编英语语法. 上海: 上海外语教育出版社.
- 赵鹏飞. 评《中华人民共和国公司法》英译本. 上海海事大学, 2004 年硕士论文.
- 中国社会科学院语言研究所词典编辑室. 2005. 现代汉语词典 (第五版). 商务印书馆.
- 朱定初. 2002 (5). 评复旦大学《法律英语》中的译注—兼谈法律专门术语翻译的基本原则. 中国翻译.
- 朱志瑜. 2009 (3): 5-12. 翻译研究: 规定、描写、伦理. 中国翻译.
- 朱志瑜. 2007: vii-xiii. 翻译与规范的导读: 求同与存异. In Schaffner. Christina (ed.). *Translation and Norms*. 外语教学与研究出版社.