

**MINISTRY OF EDUCATION AND TRAINING
UNIVERSITY OF DA NANG**



PHẠM THỊ HOÀNG YẾN

**AN INVESTIGATION INTO LEXICAL TRANSFERRING
IN THE TRANSLATION OF BUSINESS CONTRACTS
FROM ENGLISH INTO VIETNAMESE -
A TRANSLATIONAL PERSPECTIVE**

**Field: THE ENGLISH LANGUAGE
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**M.A. THESIS IN THE ENGLISH LANGUAGE
(A SUMMARY)**

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CHAPTER 1

INTRODUCTION

1.1. RATIONALE

It is obvious that English is an international language and it is used to communicate through many written texts as well as speaking. English like other foreign languages is very complicated for Vietnamese learners because there are quite a lot of differences not only in the language itself but in the ways of thinking, expressing and lifestyles between the Vietnamese people and the English native speakers as well. Translation of business and economic contracts has become very popular in recent years and I am particularly interested in this aspect because I would like to know how to translate an English contract into Vietnamese one or vice versa without losing the meaning and assuring the validity of a contract. That is the reason for my choice of *An Investigation into Lexical Transferring in the Translation of Business Contracts From English into Vietnamese - A Translational Perspective* for my M.A Thesis. And the study is hoped to contribute to Vietnamese learners of English some knowledge about translational perspective and practical use to the teaching and learning of English as a foreign language.

1.2. JUSTIFICATION

The study investigates into the translational perspective in order to provide the learners some popular methods of translating business contracts between English and Vietnamese. Otherwise, it would help learners find out the suitable ways in doing translation.

1.3. THE SCOPE OF THE STUDY

This research paper will examine transferring of lexical meanings in the translation of business contracts from English into Vietnamese and analyze the factors influencing the choice of translators' translational processes from a translational perspective.

1.4. THE RESEARCH QUESTIONS

- What are the most frequently-used procedures in transferring lexical meaning as manifested in translated business contracts from English into Vietnamese?
- What are the striking factors, if any, which influence the choice of translators' translational processes in translating business contracts from English into Vietnamese?

1.5. DEFINITION OF TERMS

The definitions of following terms are given as a tool for exploring the thesis: Source language, Target language, Lexical meaning, Lexical transferring, Business Contract.

1.6. ORGANIZATION OF THE STUDY

- The thesis is divided into five chapters.
- Chapter 1 is the introduction to the study, signification of the study, scope of the study, research questions and the organization of the study.
 - Chapter 2 makes a review of literature on business contract translation, the theoretical background for the study.
 - Chapter 3 is the methodology and procedures of the study.
 - Chapter 4 presents the findings and discussion of the data analysis.

- Chapter 5 is the conclusion, the implications for the translation and for the teaching and learning, limitations in doing the research and suggestions for further studies.

CHAPTER 2

LITERATURE REVIEW AND THEORETICAL BACKGROUND

2.1. A REVIEW OF PREVIOUS STUDIES

Together with the rapid development of the society and the world, translation becomes so popular and necessary that many researchers and authors consisting of Catford (1915), Bassnett-McGuire (1980), Nida (1975), Newmark (1981) (1988) and Hatim and Mason (1990) concerned it. Some Vietnamese researchers also join in the study on translation such as Nguyễn Hồng Côn (2004), Vũ Văn Đại (2001) and Hoàng Văn Vân (2005).

2.2. THEORETICAL BACKGROUND

2.2.1. Theory of Translation

2.2.1.1. What Is Translation?

“Translation can be described as filling up the gaps between languages. Many words are profoundly affected by their contexts both linguistic, cultural and situational and cannot be translated in isolation.” [19, p.25]

2.2.1.2. Translation Methods

Nida has divided his translation procedures into two categories: (1) Technical and (2) Organizational. The technical procedures concern the processes followed the translator in

converting an SL text into a TL text, consisting of three phases: (i) analysis of the respective SL and TL; (ii) careful study of the SL text, and (iii) determination of the appropriate equivalents (1964:241).

Newmark shows translation methods clearly and specifically as follows:

- (1) Word-for-word translation
- (2) Literal translation
- (3) Faithful translation
- (4) Semantic translation
- (5) Adaptation
- (6) Free translation
- (7) Idiomatic translation
- (8) Communicative translation

2.2.1.3. Communicative Translation and Semantic Translation

Semantic translation attempts to render, as closely as the semantic and syntactic structures of the second language allow, the exact contextual meaning of the original.

Communicative translation addresses itself solely to the second reader, who does not anticipate difficulties or obscurities, and would expect a generous transfer of foreign elements into his own culture as well as his language where necessary.

2.2.1.4. Decoding and Recoding

Translation is a process through which the translator decodes one language (SL) and encodes his understanding of the language (TL) form. It is also the process of transferring a text from one language into another and the product resulting from this process.

2.2.1.5. Equivalence in Translation

Catford writes: "Translation may be defined as follows: the replacement of textual material in one language (SL) by equivalent textual material in another language (TL) (1965:20)."

2.2.2. Lexical Meaning

2.2.2.1. Meaning in Context and "Concordance"

- One word - many Senses: In any language, there are many words which have number of different senses. And these different uses are treated as *different senses of a single word*, not as different words.

- The context of a word indicates which sense applies: How one can know which sense of that word is intended is that it is the *context* that provides the clue.

- Primary and secondary senses: The *primary* sense of a word is usually the sense in which that word is most commonly used in the language. The *Secondary* sense may be considered to be derived from the primary sense.

- Concordance: A completely concordant translation would be one in which the same word in the source language would always be translated by the same word in the receptor language.

2.2.2.2. Components of Meaning

Defining the meaning of each sense of a word: To do this we will apply the principle of contrast by comparing the word in each of its senses with other words within the same general area of meaning in order to discover the particular features of meaning which distinguish this word.

2.2.2.3. Other Lexical Relationships

There are several kinds of 'field' relationships such as (1) members of a generic set. (2) hierarchical relationship is the relationship between two words in which all the meaning of one of the word is included within the meaning of the other. (3) Part-whole relationship (the relationship between two words may be that of part to whole), e.g. a 'page' is 'part of' a book, not a 'kind of' book.

2.2.2.4. Associative Meaning

A word exists three types of meaning: denotative or dictionary meaning, connotative meaning and contextual meaning. There are many different ways of analyzing word meaning which require translators to be good at to understand and use the correct meaning in each specific situation.

2.2.2.5. Polysemy

Hurford (1997) defines "A case of polysemy is one where a word has several very closely related senses." [20, p.123]

2.2.2.6. Componential Analysis in Translation

Normally the SL word has a more specific meaning than the TL word, and the translator has to add one or two TL sense components to the corresponding TL word in order to produce a closer approximation of meaning.

2.2.3. Business Contracts

2.2.3.1. Basic Concept of Contracts

Contract is a legal law transaction. It means that in order to realize a certain purpose, parties concerned emerge the relationship on particular interests and obligations which are protected and tied

by the Government. Any party that doesn't complete part or entire of the contract shall be responsible to the Applicable Laws.

2.2.3.2. Categories of International Business Contracts

There are a variety of categories of international contracts related to many aspects with complicated contents.

2.2.3.3. Standardizing the Structure

There are many kinds of international business contracts and they are used for many different purposes. However, they have three parts in structure: Preamble of a contract, main body of a contract and final clauses of a contract.

2.3. SUMMARY

Firstly, our thesis bases chiefly on Newmark's theory about the procedures used in lexical transferring in the translation of business contracts. Secondly, beside the translation theory, we also pay attention to lexical meaning, especially meaning in context, polysemy, synonym, and associative relations contained in word mentioned by Barnwell, Hurford, Saussure... Thirdly, we analyse the tools used in each procedure based on the analysis modes of Bainwell, Newmark and Nida in order to help readers find out the topic, the illustration and the point of similarity of each example easily.

CHAPTER 3 METHOD AND PROCEDURE

3.1. AIM AND OBJECTIVES

3.1.1. Aim

This research paper aims to find out how lexical meaning is transferred in the translation of business contracts from English into Vietnamese.

3.1.2. Objectives

To make an investigation into translated business contracts, with a focus on typical procedures taken by translators when transferring lexical meaning and to put forward some suggestions in relations to language teaching and translation.

3.2. RESEARCH DESIGN AND METHODOLOGY

- Providing some basic theoretical concepts related to translation and lexical meaning.
- Collecting and analysing lexical items based on Peter Newmark and Eugene Nida's procedures of translating and drawing some conclusion on the frequency of each procedure used in transferring lexical meaning from English to Vietnamese.
- This research paper is carried out with a combination of both quantitative and qualitative methods of formulating and testing the research questions.

3.3. RESEARCH PROCEDURES

- Library research.
- Data collection, classification and analysis.

- Decision of distribution of ways of transferring, which will result in charts in order to illustrate frequency and preferences.

- Discussion of the findings in relations to the aim and objectives defined.

- Putting forward some recommendations based on the findings.

3.4. DATA COLLECTION

Data will mostly be collected from reliable sources: official websites of governments and organizations, especially bilingual data are relatively new contracts implemented by Dung Quat Refinery, by Doosan Heavy Industries Vietnam Co., Ltd, by Quangngai's Mai Linh Taxi Group, by Quangngai Vietcombank, ect.

CHAPTER 4 FINDINGS AND DISCUSSION

4.1. MEANING IN CONTEXT AND “CONCORDANCE”

4.1.1. One Word-Many Senses

- In any language, there are many words which have number of different senses. And these different uses are treated as *different senses of a single word*, not as different words.

- Due to different parts of speech, the word in sentences has different meanings. And we can see this as follows:

* *Commission*

(1) “*EPC CONTRACT means Technip Consotium who perform the engineering, procurement and **commissioning** of Dung Quat REFINERY.*” [39, Art. 1]

<*Tổng thầu EPC là tập đoàn Technip là bên thực hiện thiết kế, thu mua trang thiết bị và **vận hành** nhà máy lọc dầu Dung Quất.*>

(2) “*Neither GLOBAL ENERGY nor GLOBAL ENERGY’s PERSONNEL shall accept any **commission**, discount, allowance or indirect payment or other consideration in connection with or in relation to the CONTRACT or to discharge of its obligations under the CONTRACT.*”

[39, Art. 6.4]

<*Công ty GLOBAL ENERGY và Nhân sự công ty GLOBAL ENERGY sẽ không chấp nhận bất kỳ **khoản hoa hồng**, chiết khấu, trợ cấp hay thanh toán gián tiếp hay tiền công khác có liên quan đến Hợp đồng hay để hoàn tất các trách nhiệm của mình dựa trên Hợp đồng.*>

4.1.2. The Context of a Word Indicates Which Sense Applies

In the following examples, we can see that the verb “provide” when associated with other words has different meanings:

(3) “*The services will be **provided** only when requested by QNSC*” [35, Art. 1]

<*Các dịch vụ sẽ được **cung cấp** theo yêu cầu của QNSC.*>

(4) “*At the request of QNSC, RMA will **provide** an estimate of the time required to perform any services...*” [35, Art. 4]

<*Dựa trên yêu cầu của QNSC, RMA sẽ **đưa ra** bản dự trù thời gian cần thiết để thực hiện bất kỳ dịch vụ nào...*>

(5) “*The fee for RMA services for the contractual duration of six months **provided** in this contract shall be ...*” [35, Art. 5]

<Phí dịch vụ cho thời hạn sáu tháng được **quy định** trong hợp đồng này sẽ là ...>

In sum, understanding the meaning of a word in a language is to know all the various lexical relationships which it has to other words.

4.1.3. Primary and Secondary Senses

- The *primary* sense of a word is usually the sense which native speakers of the language will think of when they hear the word in isolation. Therefore, the sense is least dependent on the context.

- The other senses are often referred to as *secondary* senses. Secondary sense may be considered to be derived from the primary sense. Let us have a look at more examples:

(6) “These invoices must specify the **net** cost for the specific activity.” [32, Art. 4.2]

<Những hoá đơn này phải thể hiện chi phí **thực tế** cho hoạt động cụ thể.>

(7) “Neither GLOBAL ENERGY nor GLOBAL ENERGY’s PERSONNEL shall accept any commission, discount, allowance or indirect payment or other **consideration** in connection with or in relation to the CONTRACT or to discharge of its obligations under the CONTRACT.”

<Công ty GLOBAL ENERGY và Nhân sự công ty GLOBAL ENERGY sẽ không chấp nhận bất kỳ khoản hoa hồng, chiết khấu, trợ cấp hay thanh toán gián tiếp hay **tiền công** khác có liên quan đến Hợp đồng hay để hoàn tất các trách nhiệm của mình dựa trên Hợp đồng.>

In summary, it is necessary to base on the context where there is transferring lexical meaning happening because it is the context which provides the clue.

4.2. OTHER LEXICAL RELATIONSHIPS

4.2.1. Choice of Synonyms

- “Synonyms are words having similar meanings with another word in a language”, [2, p. 90]. Synonyms appear here and there in business contracts, and they can cause confusion. So it is important for translators to carefully choose the word that expresses the most exact meaning.

Some typical synonyms used frequently in business contracts are shown in the following table 4.1:

Table 4.1: Typical Synonyms with High Frequency in Business Contracts

ENGLISH	VIETNAMESE
exercise perform execute undertake fulfill implement	thực hiện, thi hành
incur the cost be at one’s account provide at the expenses of sb	chịu chi phí

4.2.2. Associative Meaning

Each word carries with it a set of associations which translators need to master and understand clearly and profoundly so as to translate them more successfully and effectively in each context.

(8) “All travel, **subsistence** and associated costs including but not limited to hotel accommodation, air travel, taxi, car hire, meals and the like;” [39, Art. 6.5]

<chi phí đi lại, ăn ở và chi phí liên quan bao gồm nhưng không giới hạn ở khách sạn, đi lại bằng máy bay, taxi, thuê xe, các bữa ăn và thứ như thế;>

(9) “GLOBAL ENERGY shall ensure that Property Damage, Bodily Injury ... where any part of the SERVICES is performed are fully in force and effect and further agree to waive and shall **cause** his insurance company to waive the subrogation against DQR.”

[39, Art. 10.2]

<Công ty GLOBAL ENERGY sẽ bảo đảm rằng tất cả bảo hiểm Hư hỏng Tài sản, Thương tích ...mà ở đó một phần dịch vụ được thực hiện, vẫn có hiệu lực, và cũng đồng ý miễn trừ và **yêu cầu** công ty bảo hiểm của mình miễn trừ trách nhiệm bán nợ dành cho Ban Quản lý DQR.>

4.3. ADJUSTMENT OF ELEMENTS

4.3.1. Adjusting Nouns into Verbs

(10) “Tetra Pak’s agreed **investment** is...” [44, Art. 3.2]

<Số tiền Tetra Pak đồng ý **đầu tư** là...>

4.3.2. Adjusting Verbs into Nouns

(11) “The services will be provided only when **requested** by QNSC” [35, Art. 1.2]

<Các dịch vụ sẽ được cung cấp theo **yêu cầu** của QNSC.>

(12) “To guarantee that all materials supplied to RMA are **owned** by QNSC...” [35, Art. 2.3]

<Bảo đảm rằng các tài liệu được cung cấp cho RMA là **sở hữu** của QNSC...>

In brief, the ratio of the changing of one part of speech for another without changing the sense is shown in the table 4.2:

Table 4.2: Types of Adjustment of Elements (1)

Types of Adjustment	Total	Percentage
N→V	130	78.3%
V→N	36	21.7%

4.3.3. Adjusting Prepositional Phrases into Verbs

The prepositional phrases in English sentences are transferred into verbs in Vietnamese sentences so that the version is much clearer, smoother and more natural.

(13) “The campaign must be **of benefit** to Tetra Pak...” [32]

<Chương trình phải **đem lại lợi ích** cho Tetra Pak...>

(14) “...and any other relevant information requested by RMA **for carrying out** the Services described in this Contract.”

[35, Art. 2]

<... và bất kỳ thông tin liên quan nào do RMA **yêu cầu để triển khai** dịch vụ đã được mô tả tại Hợp đồng này.>

4.3.4. Adjusting Prepositional Phrases into Nouns

(15) “... or make changes after approval is given **at any step** in the Service.” [35, Art. 2.6]

<...hay những thay đổi được đưa ra sau khi đã thông qua bất kỳ bước nào của Dịch vụ.>

(16) “To use its best efforts to work within the stated budget and notify QNSC of any significant changes.” [35, Art. 3.2]

<Nỗ lực tối đa để thực hiện công việc trong phạm vi ngân sách đã xác định và thông báo với QNSC bất kỳ thay đổi đáng kể nào.>

4.3.5. Adjusting Prepositional Phrases into Adverbs

(17) “On receipt of such Change Request, GLOBAL ENERGY shall, **without delay**, advise DQR of the following, before proceeding with the Change.” [39, Art. 11.4]

<Ngay khi nhận thông báo Yêu cầu Thay đổi này, công ty GLOBAL ENERGY, **một cách không trì hoãn**, sẽ thông báo cho Ban Quản lý DQR phần theo sau trước khi thực hiện thay đổi.>

(18) “To respond to recommendations submitted by RMA in a **quick and timely manner**.” [35, Art. 4.2]

<Phản hồi những đề xuất của RMA **một cách nhanh chóng và kịp thời**.>

In brief, translators have to use the strategy of oblique translation to gain equivalent effect between the two languages. In the amount of 402 samples chosen randomly, the translators used the ways of transforming from prepositional phrases in English into verbs, nouns or adverbs (of manner) in Vietnamese with high frequency as can be clearly seen in the table 4.3 and the chart 4.1:

Table 4.3: Types of Adjustment of Elements (2)

Types of Adjustment	Total	Percentage
Prep. Phrase → V	330	82.2%
Prep. Phrase → N	22	5.4%
Prep. Phrase → Adv	50	12.4%

In summary, the way of adjusting elements or factors in translation is commonly carried out by translators. They try to produce the same effect (or one as close as possible) on the readership of the translation as was obtained on the readership of the original.

4.4. CHANGING COMPLEX WORDS INTO SINGLE WORDS

The changes of form may occur when there is no form which corresponds exactly to the form in the source language.

(19) “To **make payment of** the Service Fee to RMA as set forth in Article 5.” [35, Art. 2.5]

<Thanh toán Phí Dịch vụ cho RMA theo qui định tại điều 5.>

(20) “The CONTRACT shall **come into effect** upon all the following conditions are fulfilled:” [39, Art. 2.1]

<Hợp đồng có hiệu lực khi tất cả điều kiện theo sau được thực hiện :...>

4.5. MAKING INFORMATION EXPLICIT

4.5.1. Transforming Passive Phrasal Verbs into Active Phrasal Verbs

4.5.1.1. Converting the Agent of Action into Subject

(21) “It would be also be acceptable for Tetra Pak **to be invoiced direct by an agreed agency** for its share of the cost.” [35]

<Các đại lý theo thỏa thuận có thể ghi hoá đơn trực tiếp cho Tetra Pak về chi phí đóng góp.>

(22) “The content of this Marking Support Agreement **shall not be disclosed by any party** before the written approval of other party.” [35, Art. 5]

<Các bên sẽ không được tiết lộ nội dung của Thỏa thuận Hỗ trợ Tiếp thị này trước khi có sự đồng ý bằng văn bản của bên kia.>

4.5.1.2. Converting Subject into Object

(23) “At the request of QNSC, RMA will provide an estimate of the time required to perform any services under this Contract as soon as **the specific requirements are known.**” [35, Art. 4]

<Dựa trên yêu cầu của QNSC, RMA sẽ đưa ra bản dự trù thời gian cần thiết để thực hiện bất kỳ dịch vụ nào theo Hợp đồng này ngay khi biết được các yêu cầu cụ thể.>

(24) “**No adjustment to the CONTRACT BUDGET PRICE shall be made** where the change in law relates to the adjustment of prices, ...” [39, Art. 11.3]

<Không thực hiện điều chỉnh Giá Dự kiến Hợp đồng khi việc thay đổi trong pháp luật liên quan đến việc điều chỉnh giá, ...>

4.5.2. Using Conditional Clauses

The phrases *in the even* or *in the even of* can be seen with high frequency in business contracts. However, the ellipsis of *if clause* such as *if required, if possible, if necessary, if agreeable*, or *should + S + verb*, etc. is very popular as follows:

(25) “To make every effort, **if possible**, to complete any portions of this Service in less time than estimated.” [35, Art. 3.3]

<Huy động mọi nỗ lực, **nếu có thể**, để hoàn thành bất kỳ phần nào của Dịch vụ trước thời hạn dự định.>

4.5.3. Deletion

In reality, it can be seen that translators applied the way of deletion while doing the translation if a text has word which is redundant or word plays less important roles in the text.

(26) “The **CONTRACT BUDGET PRICE shall exclude all kinds of taxes, duties, levies inside Vietnam...**” [39, Art. 6.3]

<Giá ước tính của Hợp đồng sẽ không bao gồm tất cả các loại **thuế** bên trong Vietnam ...>

(27) “**GLOBAL ENERGY shall be responsible for procuring and effecting all insurances** stated hereunder in compliance with relevant Vietnamese laws and regulations.” [39, Art. 10]

<Công ty GLOBAL ENERGY sẽ chịu trách nhiệm **mua** tất cả các khoản bảo hiểm được qui định bên dưới đây tuân thủ theo pháp luật và qui định của Việt Nam.>

In summary, a decision of deletion can be made only after the translator has weighed up what he thinks more important and what less important in the text in relation to its intention.

4.6. USAGE OF THE PROCEDURE OF COMMUNICATIVE TRANSLATION

When translating texts, translators more or less meet conflicts where matters become difficult to obtain ‘equivalent effect’ in the TL, the communicative must emphasize the “force” rather than the content of the message. Some examples of this are:

(28) “Strengthen consumer *loyalty* to the VinaSoy brand and ...” [44]

<Tăng cường và củng cố **sự ủng hộ** của người tiêu dùng cho các sản phẩm của Vinasoy đồng thời ...>

(29) “To cooperate with RMA in providing any supplementary information as well as clarifications about marketing conditions for **more effectiveness** for QNSC.” [44, Art. 1.2]

<Hợp tác với RMA trong việc cung cấp thông tin bổ sung cũng như giải thích về những điều kiện tiếp thị nhằm để **tăng thêm hiệu quả** cho QNSC.>

In sum, a good translator is a person who flexibly applies the suitable method or combines these two methods mentioned above in his texts. As Newmark indicates “In communicative as in semantic translation, provided that equivalent effect is secured, ...” [19, p. 39]

4.7. LEGAL TERMS IN BUSINESS CONTRACTS

4.7.1. Conjunction

(30) “**WHEREAS**, the Contractor is willing and able to perform necessary services and supply relevant materials and equipment required to construct the Plant in accordance with the terms and conditions hereinafter set forth, ...” [30]

<**XÉT THẤY**, nhà Thầu đồng ý và có đủ khả năng cung cấp các dịch vụ cần thiết cùng với các vật liệu liên quan và trang thiết bị cần thiết trong việc xây dựng nhà máy theo đúng các điều khoản và điều kiện dưới đây.>

4.7.2. Adverbs “Thereof”, “Herein” and the Like

In English, some old words like *hereto*, *thereafter*, *whereto*...are rarely used in modern English, but they are very common in contracts or legal documents

1) **whereto**: to which (tới, tới nơi, tại nơi)

(31) “The Contractor shall provide and maintain, at his own expense in approved positions on the Site, adequate sanitary accommodation and canteen facilities, **whereto** necessary, for the workmen and subcontractor’s workmen.” [39, Art. 20.5]

<Nhà thầu, bằng chi phí của mình, trang bị và duy trì đầy đủ các thiết bị vệ sinh và căng tin **tại những nơi** cần thiết cho nhân viên của mình và của thầu phụ.>

2) **whereof**: of what, which or whom (của ai, của cái gì)

(32) “IN WITNESS **WHEREOF**, the Parties, intending to be legally bound, have caused this Contract to be executed and signed by their duly authorized representatives as of the day and year first above written.” [42]

<DƯỚI SỰ CHỨNG KIẾN CỦA CÁC NHÂN CHỨNG, các bên, dưới sự ràng buộc pháp lý, đã chấp nhận thi hành hợp đồng này thể hiện bằng sự ký tên của các đại diện hợp pháp và ngày có hiệu lực là ngày tháng năm được ghi phía trên.>

4.7.3. Legal Term “Shall”

In business contracts, ‘shall’, a technical term, is one of words used with the highest frequency. ‘Shall’ is used to show obligations as well as liabilities of parties. ‘Shall’ is used for all personal pronouns and it, subject to the content of provisions, is often translated as: nên, phải, or sẽ, có thể or it is omitted sometimes.

(33) “*The Card shall be inspected against the most recent Warning Bulletin...*” [37, Art. 3.1]

<*Thẻ phải được đối chiếu với Danh sách Thẻ cấm lưu hành mới nhất...*>

(34) “*The Subcontractor shall bear all taxes, levies (exclusive of withholding tax)...*” [32, Art. 4.3]

<*Nhà thầu phụ sẽ chịu các loại thuế (không bao gồm thuế lợi tức) ...*>

CHAPTER 5

CONCLUSION

5.1. SUMMARY OF THE FINDINGS

In order to have best versions, translators have used many different translation methods suggested by Newmark, Nida, Barnwell, etc., and factors influencing the choice of translators' translational processes are:

- Base on the context where there is transferring lexical meaning happening because the context provides the clue.

- Discover the particular features of meaning of a word because it exists three types of meaning: denotative or dictionary meaning, connotative meaning and contextual meaning.

- Use oblique translation strategy identified by Vinay and Darbelnet (2000:84-93) in order to achieve naturalness in translation.

- It is unnecessary to express in the same form as in source language when there is no form corresponding exactly to the form in the source language.

- Use the two procedures of communicative and semantic translation suggested by Newmark.

5.2. IMPLICATIONS FOR TRANSLATION

According to Newmark, translation is rendering the meaning of a text into another language in the way that the author intended the text. Therefore, to translate business contracts well, translators have to choose suitable methods. It is unacceptable to render them words by words. Translators need to pay careful attention to semantic factors such as synonym, the diversity of the register, the associative relations contained in each word. Moreover, translators also need to consider carefully who readers are to choose the appropriate translation procedure so that the texts come to readers easily and accurately.

5.3. IMPLICATIONS FOR LANGUAGE TEACHING AND LEARNING

Thanks to this thesis, both teachers and students have a chance in enriching their knowledge of theory translation and its practice. Moreover, they also discover polysemy of words which may facilitate vocabulary learning as well as develop their English vocabulary. Simultaneously, they can know more about the cultures of English and Vietnamese through translation.

5.4. SOME LIMITATIONS OF THE STUDY

In the limit of competence, time and sources, the thesis only exploits the aspect of transferring lexical meaning from English to Vietnamese, not syntax or pragmatics. And in level of lexicon, the thesis has not concentrated yet on researching all lexical features mentioned in Chapter 2.

5.5. SOME SUGGESTIONS FOR FURTHER RESEARCH

In the open mechanism of the economy when Vietnam has joined WTO, the study on business contracts is very practical. So other researches suggested in the future are:

- Investigating syntactic features of the contract language, English and Vietnam.

- Methods and techniques of translating passive voice from English into Vietnamese and vice versa in legal documents, in newspapers.

- Methods and techniques of translating subordinate clauses from English into Vietnamese and vice versa in legal documents, in newspapers.