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Student

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PART I: INTRODUCTION

1. Rationale of the study

It was a milestone in my life when I studied in Foreign Languages Department of Haiphong Private University. During my study there, I had a good chance to experience in English environment. In the last four terms namely term 5, 6, 7 and 8, English students have trained in Translation course, and I immediately took special pleasure in translating, especially from English into Vietnamese. Within four terms only, we had introduced to a wide range of fields that we might encounter in future jobs such as diplomacy, politics, economic issues, finance and banking, environment, social development, etc. We all find these thoroughly selected topics are of great application to us due to their frequent use in current affairs locally and globally. Truly speaking, when practicing translation at class, we have the feeling that the deeper scopes of life we touch on, the greater challenge we face. In fact, the problem may not lie in the language itself but in background knowledge containing in the source language text required to produce a comprehensible and professional translation version. Thus, in the initial stage of translation learning, I myself find it extremely hard to deal successfully with terminology arising in the English version. In reality, all professions have their own system of “jargons” and translators normally have no desire to equip themselves with all such technical terms.

In the period of country develops industrialization and modernization and in the era of information explosion in the global context. To get off, catch up; we can reach world intellectual height? Make investment, education and economy development, we understand and use English well. English has important

position and role in the education, training and in the development of the country. Overall, using English not only is indispensable requirements of high-tech workers to meet the technological process regularly renewed, but also is a necessary competence for modern Vietnamese. English help us understand more deeply about the world's civilization, expand cooperation, exchange and develop our potential with all of countries all over the world.

In international cooperation expanding, we have many contracts need sign, so we understand and know English terms of law to void wrong in the carried out contracts and get successful. Therefore, I decided to choose the topic “**Study on the translation of English law terminology in trade contract**” for my graduation paper.

2. Scope of the study

During the time of my research, I have gone through many law terms. It actually benefits me in life and probably contributes to my decision on the carrier in the future. English law terms are various and all that I know about them is very little. Due to the limitation of period and knowledge, in this graduation paper, I only can introduce the English law terms in the contract.

3. Methods of the study

This study is been carried out basing on data collection and analysis. Firstly, I ask my supervisor, friends for advice. Secondly, I collected contracts relate to international trade, documents of contract law on internet, TV, reference books, newspapers, etc...to get valuable knowledge for this paper. Finally, the knowledge I gained from my reading books.

4. Aims of the study

- Giving the general overview of terminology and methods applied in translation of terminology.
- Helping the readers have more understanding of English law terminology in trade contract.
- Raising the reader's awareness and effectively using on law terminology in the context.

5. Design of the study

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2. Scope of the study
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Part II: development

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1. The importance of the study on terminology translation

2. Difficulties in translation of English law terminology in trade contract

3. Suggestion for translation law terminology

Part III: Conclusion

PART II: DEVELOPMENT

CHAPTER I: THEORETICABACKGROUND

I. TRANSLATION

1. Concepts of Translation and Equivalence in translation

1.1. Concepts of translation

There are many concepts of translation all over the world. Following are some typical concepts:

- **Translation** is the interpretation of the meaning of a text and the subsequent production of an equivalent text, likewise called a “**translation**” that communicates the same message in another language. The text be translated is called the “source text”, and the language that it is to be translated into is called the “target language”; the final product is sometimes called the “target text”.

Wikipedia

- **Translation** is the process of changing something that written or spoken into another language.

Advanced Oxford Dictionary

- **Translation** is a bilingual mediated process of communication, which ordinarily aims at the production of a target language text that is functionally equivalent to a source language text.

Reiss, 1971:161

- **Translation** is the replacement of text material of this language (source language) with text material of another (target language).

Cartford, 1965: 20

- **Translation** is the process of finding a target language equivalent for a source language utterance.

Pinhuck, 1977: 38

- **Translation** is a transferring process, which aims at the transformation of a written source language text into an optimally equivalent target language text, and which requires the syntactic, the semantic and the pragmatic understanding and analytical processing of the source language.

Wilss, 1982: 3

- **Translation** consists of reproducing in the receptor language the closest natural equivalent of the source language message, first in terms of meaning and secondly in terms of style.

Nida, 1984:83

- **Translation** involves the transfer of meaning from a text in one language into a text in another language.

_ Bell, 1991:8_

- **Translation** is a process of communication whose objective is to impart the knowledge of the original to foreign reader.

Levy, 1967:148

- **Translation** is the act of transferring through which the content of a text transferred from the source language into the target language.

_ Foster, 1958:1_

- **Translation** understood as the process whereby a message expressed in a specific source language linguistically transformed in order to understand by readers of the target language.

_ Houbert, 1998:1_

- **Translation** is an act of communication, which attempts to relay, across cultural and linguistic boundaries, another act of communication.

_ Hatim and Mason, 1997:1_

- **Translation** is a text with qualities of equivalence to a prior text in another language, such that the new text taken as a substitute for the original.

_ David Frank (Wordpress.com)_

1.2. Concepts of equivalence

- Equivalence-oriented translation is a procedure, which replicates the same situation as in the original, whilst using completely different wording.

Vinay and Darbelnet

- Translation equivalence exists between forms in a source language and a target language if their meaning matches. In other words, translation equivalence should answer the question “What do the speakers of this language actually say to express the desired meaning?”

Wayne Leman (Wordpress.com)

- Equivalence, when applied to the issue of translation, is an abstract concept and actually refers to the equivalence relationship between the source text and the target text.

2. Methods of translation

2.1. Word-to-word translation

This often demonstrated as interlinear translation with the target language immediately follows the source language words. The source language word order is preserved and the words translated singly by their most common meaning, out of context.

Eg: He is a handsome and kind person

Anh ấy là người đẹp trai và tốt bụng

2.2. Literal translation

The source language's grammatical construction converted to the nearest target language equivalents but the lexical words again translated singly, out of context.

Eg: He gave away all his whole-year savings to help poor people

Cậu bé đã đưa tất cả số tiền dành dụm trong cả năm trời của mình để giúp đỡ người nghèo.

2.3. Faithful translation

A faithful translation attempts to reproduce the precise contextual meaning of the original within the constraints of the target language's grammatical structures. It "transfers" cultural words and preserves the degree of grammatical and lexical "abnormality" (deviation from source language norms) in the translation. It tries to be completely faithful to the intention and text-realization of the source language writer.

Eg: So many men, so many minds.

Lắm thầy nhiều ma

2.4. Semantic translation

Semantic translation differs from faithful translation only in as far as it must take more account of the aesthetic value of the SL text, compromising on “meaning” where appropriate so that no assonance, word play or repetition jars in finished version.

Eg: So many men, so many minds.

Làm dâu trăm họ

2.5. Free translation

Free translation reproduces the matter without the manner, or the content without the form of the original. The advantage of this type of translation is that the text in TL sounds more natural. On the contrary, the disadvantage is that translating is too casual to understand the original because of its freedom.

Eg: Prudential Insurance - gets a piece of the Rock

Luôn luôn lắng nghe, luôn luôn thấu hiểu.

2.6. Adaption

This is the “freest” form of translation. It used mainly for plays and poetry. While the themes, characters, plots usually preserved, the text rewritten and the source language converted to the target language culture.

Eg: I bring forth

What is within me,

As a smile wafts to the breeze,

With the silent, invisible orchids.

Ta mang đến

Niềm riêng ẩn dấu

Như nét cười thoáng gió ru êm

Với những đóa phong lan trầm lặng không tên.

(Phạm Vũ Anh Thư)

2.7. Idiomatic translation

Idiomatic translation reproduces the “message” of the original but tends to distort nuances of meaning by preferring colloquialisms and the idiom where these do not exist in the original.

Eg : A word to the wise is enough

Người khôn nói ít hiểu nhiều

2.8. Communicative translation

Communicative translation attempts to render the exact contextual meaning of the original in such a way that both content and language are readily acceptable and comprehensible to the readership.

Eg : Hello ! Where are you going?

Chào anh! Anh đi đâu đấy ạ?

3. Types of equivalence

Baker explores the notion of equivalence at different levels, in relation to the translation process, including all different aspects of translation and hence putting together the linguistic and the communicative approach. She distinguishes:

- **Equivalence can appear at word level and above word level:** when translating from one language into another. Baker acknowledges that, in a bottom-up approach to translation, equivalence at word level is the first element to be taken into consideration by the translator. In fact, when the translator starts analyzing the ST she/he looks at the words as single units in order to find a direct 'equivalent' term in the TL. Baker gives a definition of the term *word* since it should be remembered that a single word can sometimes be assigned different meanings in different languages and might be regarded as being a more complex unit or *morpheme*. This means that the translator should pay attention to a number of factors when considering a single word, such as number, gender and tense.

- **Grammatical equivalence:** when referring to the diversity of grammatical categories across languages. She notes that grammatical rules may vary across languages and this may pose some problems in terms of finding a direct correspondence in the TL. In fact, she claims that different grammatical structures in the SL and TL may cause remarkable changes in the way the information or message is carried across. These changes may induce the translator either to add or to omit information in the TT because of the lack of particular grammatical devices in the TL itself. Among these grammatical devices, which might cause problems in translation? Baker focuses on number, tense and aspects, voice, person and gender.

- **Textual equivalence:** when referring to the equivalence between a SL text and a TL text in terms of information and cohesion. Texture is a very important

feature in translation since it provides useful guidelines for the comprehension and analysis of the ST, which can help the translator in his or her attempt to produce a cohesive and coherent text for the TC audience in a specific context. It is up to the translator to decide whether to maintain the cohesive ties as well as the coherence of the SL text. His or her decision will be guided by three main factors, that is, the target audience, the purpose of the translation and the text type.

- **Pragmatic equivalence:** when referring to implicatures and strategies of avoidance during the translation process. Implicature is not about what is explicitly said but what is implied. Therefore, the translator needs to work out implied meanings in translation in order to get the ST message across. The role of the translator is to recreate the author's intention in another culture in such a way that enables the TC reader to understand it clearly.

II. THE TECHNICAL TRANSLATION

The translation style dealing with terminology in specific fields such as politics, economics, banking and finance, law and so on is called technical translation. According to Peter Newmark (1995), “*technical translation is primarily distinguished from other forms of translation by terminology. Its characteristics, its grammatical features merge with other varieties of language. Its characteristics format is technical report, but it also includes instructions, manuals, notices, publicity, which put more emphasis on forms of address and use of the second person*”. He divides technical translation into three levels that he finds of great application: Academic, Professional, and Popular

- Academic

This includes transferred Latin and Greek words associated with academic papers such as scientific writing or university students' textbooks.

For example:

In medicine

Pediatrics:	Khoa nhi
Geriatrics:	Khoa nội tiết
Cardiovascular disease:	Bệnh tim mạch

- **Professional**

Formal terms used by experts. However, they may be understandable to others.

For example:

Criminal court:	Tòa hình sự
Civil court:	Tòa dân sự
Court of Appeal:	Tòa phúc thẩm

- **Popular**

Layman vocabulary, which may include familiar alternative terms.

For example:

In construction

Tile:	ngói, đá lát
Mortar and plaster:	hồ, vữa
Mobile cranes:	cần cẩu di động

These are general categories, which the translation of terms is often classified. Thus, whether translators would like to take such classification seriously or just take it for reference only, these categories will certainly offer

them an easy and systematic access to new terms in the source language and those in the target language as well.

III. AN OVERVIEW OF TRADE CONTRACT

1. The notion of trade contract

Contract is legally enforceable agreements. A contract may involve a duty to do or refrain from doing something, and the failure to perform such duty is called a breach of contract. The law provides remedies if a promise is breached-aiming to restore the person wronged to the position they would occupy if the contract had not been breached, rather than punish the breaching party.

State statutory and common (judge-made) law and private law mainly govern contracts. Private law generally refers to the terms of the agreement between the parties, as parties have freedom to override many state law requirements regarding formalities of contracts. The Uniform Commercial Code, which has been adopted in some form in nearly every state, governs important categories of contracts, such as sales and secured transactions. Contracts related to particular activities or industries may be highly regulated by state and/or federal law.

A trade contract is a legally enforceable agreement. The creation of a business contract requires the acceptance of an offer, promise to perform, performance time requirements, terms and conditions of performance, and performance of the agreed upon tasks. The law provides remedies if a breach of contract have been determined. Remedies include restoring the wronged persons

to their position had the contract not been breached, and punishing the breaching party.

2. The center role of the contracts in trade

The contracts is an agreement between the partners together and ensuring the legal rights and obligations in the agreement. Same time it is legal grounds for resolving disputes may arise during the transaction.

Why contracts law played an important role?

- The contract is an agreement between the partners together and ensuring the legal rights and obligations in the agreement.
- Advice, drafting contracts, and general commercial contracts in particular require many skills with in-depth understanding of the legal provisions concerned.
- The advice, drafting contracts not only ensures the interests of the parties to the contract but also the risks expected to happen in the future to be able to adjust the terms of contract suit landscape practices and rules of law.
- More so, the role of contracts in business transactions increasingly important partners in the enterprise contract is the most professional business people, very knowledgeable about legal issues related to content of the contract as well as rules relating to invalid contracts, dispute settlement.

CHAPTER II: A STUDY ON THE TRANSLATION OF ENGLISH LAW TERMINOLOGY IN TRADE CONTRACT

I. What is terminology?

According to Oxford Advanced Learner Dictionary, *term* is “a word or phrase used as the name of something especially one connected with a particular type of language”. In addition, this dictionary defines terminology as “a set of technical words or expressions used in a particular subject”. As such, *terminology* is broader in meaning compared with *term*. While *terms* separately refer to discrete conceptual entities, properties that constitute the knowledge of a particular field, *terminology* refers to the system of all concepts and definitions concerning a specific technical area. As defined in this way, *law terminology in trade contracts* must be a set of terms relating to law product that has used worldwide.

Quite a few senior Vietnamese linguists have also proposed other definition of terminology as follows:

- Terminology is the study of terms and their use. Terms are words and compound words that are used in specific contexts. Not to be confused with “terms” in colloquial usages, the shortened form of technical terms (or terms of art) which are defined within a discipline or specialty field....

Wikipedia/terminology

- Terminology is a word or a word-group used in science, technology, politics, diplomacy, art, etc., which exactly indicates a concept or a title of a particular.

(Nguyen Van Tu, 1960: 176)

- Terminology is a part of special words of language. It consists of certain words and phrases that are the exact names of a variety of concepts and objects, which belongs to the professional field.

(Nguyen Thien Giap, 1986: 223)

II. The characteristics of terminology

It is of common knowledge that most of the layers of vocabularies have their own features and are used in certain situation by particular groups of people. That is also applied to terminology. Đỗ Hữu Châu (1981) in his book **Từ vựng tiếng Việt hiện đại or Modern Vietnamese Vocabulary** has defined three main characteristics of terminology including Accuracy, Systematicity and Internationality.

• Accuracy

A concept represented a term must be clear and exact. In addition, an accurate term should not make the reader misunderstand the concept it expresses with another. Actually the accuracy of terminology is well recognized in both its form and meaning.

With respect to the lexical meaning of words, normal word often bears characteristics of polysemy and synonym, whereas terminology must keep away from this. The semantics of ordinary word may change in different usage and contexts while that of terminology is fixed in specialized fields it is employed in.

For example, a normal and simple noun like “school” in general language has up to eight shades of meanings when used in different circumstances. However, the term “pneumonia” in medicine is taken for one single meaning “a serious illness affecting one or both lungs that makes breathing difficult”.

As regards the accuracy of terminology in terms of form, terminology has no other form or outer cover other than its original one. We can hardly add any factors like prefix, suffix, etc... to a term to refer to the plural form, antonyms or any change in word meaning. For example, the above-mentioned word “pneumonia” does not allow any transformation to its form. However, considering systematicity, the form of a term could be changed, but in a special way.

In fact, the accuracy of terminology has, to some extent, changed along periods of history. For instance, the term “consult” in Roman time means “quan chấp chính”, however, it is understood in recent modern time as “tổng đài” and in modern time as “lãnh sự”. Besides, the accuracy of terminology does not require one-to one relationship in translation. This means a term in source language (English) may be equivalent in two (or more) terms in the target

language (Vietnamese). For instance, the term “tongue” in English could be translated as “lưỡi” or “tiếng” in Vietnamese. Thus, it is important for translators to be cautious about the accuracy of terms when doing translating or interpreting job. They should closely observe the principle “each term represent is one concept and vice versa”. Undeniably, homophones and synonyms may exist in the terminology of various fields; however, they do not degrade the accuracy of terminology itself.

•Systematicity

As defined above, terminology is “**a set of technical words or expressions used in a particular subject**”. This means terminology of a specific profession should include terms that are closely related to each other and reflect a system of the profession. The relation between them can be base on contrast in meaning: “negative and positive”, “male and female”, “final sounds and initial sounds”; similarities in meaning: “securities, stocks, bond, debenture, share”; dominant and secondary meaning: “lexis”, and “noun, pronoun, verb, adjective, conjunction, preposition, adverb”, etc...

A system of terms not only meets general requirements but also satisfy particular ones posed by certain specialized it reflects. As a matter of facts, each field of science has its own system of solid and finite concepts, expressed by its own terms. Its relation to other in the same field determines the value semantic of term. Therefore, once isolated, the term may have no or ambiguous meaning. However, there exist homophones and synonyms among term system of different fields. For example, “floor” in architecture means “sàn nhà”, while in banking defined as “tối thiểu”.

The systematicity also requires a term itself to be systematic in its own meaning. To this end, terms are usually short in form. For instance, “chứng lang thang trong tình trạng mê ngủ” is named “mộng du”, “người lái máy bay” is called “phi công”, or terms like “affix, prefix, infix, suffix” represent bound morphemes that are added to different position within a word.

In sum, systematicity makes terms the insider of a particular field and helps us understand concepts that terms express.

•Internationality

The internationality is recognized in both form and meaning of terminology.

With respect to such characteristics of terminology in term of meaning, terminology denotes common scientific concepts shared and equally understood by speakers of different cultures. This feature is an important property that helps distinguish terminology from other layers of vocabulary such as slang, dialect, etc...Terms denote universal concepts of a certain subject, whereas normal lexical items are confined to various limits of expression, context, and culture difference. The internationality is also seen in the form of terms. It is interesting to know that many terms used by different countries have similar phonetic form.

For example:

Terminology	English	Germany	French
Amip	amoeba	amode	amibe
Nhôm	aluminum	aluminium	aluminium

Vi khuẩn	Bacteria	bakterie	bacteirie
Vitamin	Vitamin	vitamin	vitamine

The similarities in form of terms are due to various causes including geography, tradition, history, or language habits. To put it more clearly, terminology in scientific subjects is often originated from Latin and Greek languages. In contrast, Vietnamese and Eastern Asian countries have terms based on Chinese-rooted words, which can be explained by their close relation with China in both geography and culture. Acronyms also contribute to the internationality of terms. They are widely used and easy to remember to people in all countries they reach.

For instance:

Miễn trách nhiệm trên boong tàu - FOB stands for Free On Board

Giá thành, bảo hiểm và cước - CIF stands for Coast, Insurance and Freight

Finally, the internationality could make terms quickly shift into normal words and become non-standardized language. The internationality of terms helps promote and accelerate the irreversible trend of global integration today in term of language as well as other fields. Because language is actually the bridge linking people of nations in the world and the popularity of a common language through terms contributes to the transfer of science and technology worldwide.

Terminology on law in contract bears all these common features of terminology. It is above-mentioned specific characteristics of terminology in

source language (English) determine suitable translation methods which applied to produce exact Vietnamese terms.

III. A study on translation of law terms in trade contract.

1. The application of Literal and Communicative translation

It is easy to recognize that Literal translation dominates the translation of trade terminology. According to Peter Newmark, Literal translation ranges from one word to one word, group to group, collocation to collocation, clause to clause, to sentence to sentence, and that it ensures an one-to-one relationship between originals and translated versions. Therefore, most translators rely on this method to bring about the most satisfactory equivalents.

➤ Remedy

The seller may require the buyer to pay the price, take delivery or perform his other obligation, unless the sellers has restored to a remedy which is inconsistent with the requirements(Article 62)	Người bán có thể yêu cầu người mua trả tiền, nhận hàng hay thực hiện các nghĩa vụ khác của người mua trừ phi họ sử dụng một biện pháp bảo hộ pháp lý khác không thích hợp với các yêu cầu đó. (Điều 62)
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➤ Breach of contract

Remedies for breach of contract by seller	Các biện pháp bảo hộ pháp lý trong trường hợp người bán vi phạm hợp đồng .
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➤ **Avoidance of the contract**

<p>Avoidance of the contract releases both parties from their obligation under it, subjects to any damages, which may be due. Avoidance does not affect any provisions of the contract for the settlement of disputes or any other provision of the contract governing the rights and obligation of the parties consequent upon the avoidance of the contract (Article 81).</p>	<p>Việc hủy hợp đồng giải phóng hai bên khỏi những nghĩa vụ của họ, trừ những khoản bồi thường thiệt hại có thể có. Việc hủy hợp đồng không có hiệu lực đối với quy định của hợp đồng liên quan đến việc giải quyết các tranh chấp hay đến các quyền lợi và nghĩa vụ của hai bên trong trường hợp hợp đồng bị hủy (Điều 81).</p>
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➤ **Damages**

<p>Damages for breach of contract by one party consist of a sum equal due to the loss, including loss of profit, suffered by the other party because of the breach (Article 74).</p>	<p>Bồi thường thiệt hại xảy ra do một bên vi phạm hợp đồng là khoản tiền bao gồm: tổn thất và khoản lợi bị bỏ lỡ một bên đã phải chịu do hậu quả của sự vi phạm hợp đồng (Điều 74).</p>
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➤ **Taking delivery**

<p>The buyer's obligation to take</p>	<p><u>Nghĩa vụ nhận hàng</u> của người mua</p>
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<p>delivery consists of:</p> <p>(a) In doing all the acts that could reasonably be expected of him in order to enable the seller to make delivery.</p> <p>(b) In taking the goods. (Article 60)</p>	<p>bao gồm: (Điều 60)</p> <p>(a) thực hiện mọi hành vi mà người ta có quyền chờ đợi ở họ một cách hợp lý để cho phép người bán thực hiện việc giao hàng.</p> <p>(b) tiếp nhận hàng hóa</p>
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➤ **Payment of the price**

<p>The buyer's obligation to pay the price includes taking such step and complying with such formalities as may be required under the contract or any laws and regulations to enable payment to be made. (Article 54)</p>	<p><u>Nghĩa vụ thanh toán tiền hàng</u> của người mua bao gồm việc áp dụng các biện pháp và tuân thủ các thủ tục mà hợp đồng hoặc luật lệ đòi hỏi để có thể thực hiện được thanh toán tiền hàng. (Điều 54)</p>
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➤ **Passing of risk**

<p>Loss of or damage to the goods after the risk has passed to the buyer does not discharge him from his obligation to pay the price, unless the loss or damage is due to an act or omission of the seller (Article 66).</p>	<p>Việc mất mát hay hư hỏng hàng hóa xảy ra sau khi rủi ro chuyển sang người mua không miễn trừ cho người này nghĩa vụ phải trả tiền, trừ phi việc mất mát hay hư hỏng ấy là do hành động của người ấy gây nên (Điều 66).</p>
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➤ **Exemptions**

<p>If the party's failure is due to the failure by a third person whom he has engaged to perform the whole or part of the contract, the party is exempt from liability only if: (2, article79)</p> <p>(a) He is exempt under the preceding paragraph; and</p> <p>(b) The person whom he may so engaged would be so exempt if the provisions of that paragraph were applied to him.</p>	<p>Nếu một bên không thực hiện nghĩa vụ của mình do người thứ ba mà họ nhờ thực hiện toàn phần hay một phần hợp đồng cũng không thực hiện điều đó thì bên ấy chỉ được miễn trách nhiệm trong trường hợp:(khoản 2 điều 79)</p> <p>(a) được miễn trách chiếu theo quy định của khoản trên và</p> <p>(b) nếu người thứ ba cũng sẽ được miễn trách nếu các quy định của khoản trên được áp dụng cho họ.</p>
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➤ **Preservation of the goods**

<p>A party who is bound to take steps to preserve the goods may deposit them in a warehouse of a third person at the expense of the other party if the expense</p>	<p>Bên nào bị buộc phải có những biện pháp bảo quản hàng hóa có thể giao hàng vào kho của người thứ ba, chi phí bên kia phải chịu,</p>
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incurred is unreasonable (Article 87).	với điều kiện là các chi phí này phải hợp lý (Điều 87).
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➤ **Warranty obligation**

The seller shall have a warranty obligation to an object for purchase and sale for a period called warranty time limit, if the parties agree upon the warranty or prescribed by law (Article 438).	Bên bán có nghĩa vụ bảo hành đối với vật mua bán trong một thời hạn, gọi là thời hạn bảo hành, nếu việc bảo hành do các bên thỏa thuận hoặc pháp luật có quy định (Điều 483).
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➤ **Installment contracts**

In the case of a contract for delivery of goods by installments , if the failure of one party to perform any of his obligations in respect of any installment constitutes a fundamental breach of contract with respect to that installment, the other part may declare the contract avoided with respect to that installment (1, article 73).	Nếu hợp đồng quy định giao hàng từng phần và nếu sự kiện một bên không thực hiện nghĩa vụ có liên quan đến một lô hàng cấu thành một sự vi phạm chủ yếu đến hợp đồng về lô hàng đó thì bên kia có thể tuyên bố hủy hợp đồng về phần lô hàng đó. (Khoản 1, điều 73).
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➤ **Performance security**

<p>The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.</p>	<p>Khoản tiền bảo lãnh thực hiện hợp đồng sẽ trả cho người mua coi như tiền bồi thường bất kỳ tổn thất nào do thiếu sót của người bán không hoàn thành được nghĩa vụ của mình theo hợp đồng.</p>
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➤ **Confidential information**

<p>The employer and contractor shall keep confidential information and shall not without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the contract.</p>	<p>Người mua và người bán cam kết giữ bí mật tin tức và nếu không có sự đồng ý bằng văn bản của phía bên kia, không ai được để lộ bất cứ tài liệu, dữ liệu, hoặc các thông tin liên quan đến hợp đồng cho bên thứ ba nào biết dù trực tiếp hay gián tiếp.</p>
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➤ **Force majeure**

<p>All occurrences and circumstances which happen after the present contract has come into force and which are due to unforeseen and unavoidable facts of an extraordinary character beyond the will and the control of the parties hereto and directly as much affect the execution of the obligations under the present contract are to be considered as case of force majeure.</p>	<p>mọi sự kiện và tình huống xảy ra sau khi ký kết hợp đồng này đã vào hiệu lực và xảy ra do những thực tế không dự kiến trước mà không tránh được về tính chất đặc biệt vượt ngoài ý chí và sự kiểm soát của các bên hợp đồng này thì sẽ được coi là các trường hợp bất khả kháng.</p>
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All Vietnamese equivalents terms transposed by this method are intelligible and accordingly logical to the relevant background knowledge. Furthermore, they are up to the norm of accuracy required by terminology in general.

The method of Literal translation is preferred in the translation of law terminology in trade contract in this case due to the following reason:

- Normally, terms are considered context-free and within one specialized field, one term keeps its own meaning in whichever context it stands. In fact, the more specific or technical of a word is, the less it is likely to be affected by the context.
- Terms bear no characteristics of the synonym and polysemy. Nevertheless, this rule only applies in the case of one specialized field because there still exist polysemy terms in fields of different profession.
- Original terms and their counterparts are equivalent in terms of the referent and pragmatic effect.

- Word alienisms and neologism are rarely found

Through Literal method proves to be useful in the translation of terminology, it is adopted when terms are translated singly, out of context or the source language term and its equivalents in the target language keeps a corresponding relation. Often terms are translated directly base on its nearest original meaning. However, there are terms whose meaning could only be transposed based on the context they appear in and of the specialized knowledge that the translators possess.

In face of these terms, Communicative translation can be taken as a good alternative for Literal translation. Communicative translation is the method that attempts to render the exact contextual meaning of the original in such a way that both content and language are readily acceptable and comprehensive to the readership.

- Presentment: Xuất trình chứng từ
- Deposit receipt Biên lai kí thác
- Installment Transaction Giao dịch từng phần

The application of Communicative here is excellent. All Vietnamese terms are rendered out of the originals' literal meaning while their main content is still well kept. Moreover, the target language lexis is out of the source language lexical constraints. Therefore, the reader finds Vietnamese equivalents clear and intelligible.

In brief, both Literal and Communicative translation are helpful and suitable in the translation of law terminology. Nevertheless, the translators should be flexible in the choice of the two methods to churn out the most satisfactory equivalent.

2. Translation of common abbreviations terms.

Abbreviations are words or phrases that have been abbreviated. They are used in written and spoken communication in trade field to save space and time. Abbreviations sometimes represent the first letter of several words or the first letters of just one word.

Abbreviations are also used to save space and time in communication. It is important that we use abbreviations approved by the facility in which we work in order to prevent miscommunication. There are difference views on whether the abbreviations should have periods behind them or not. In most instances, periods are used with abbreviation in trade terminology.

For examples:

No.	Abbreviation	Full term	Vietnamese
1	CIF	Cost, Insurance and Freight	Giá thành, bảo hiểm và cước phí
2	CIF & I	Cost, Insurance, Freight and Interest	Giá thành, bảo hiểm, cước phí và lãi cho người mua
3	CIF & C	Cost, Insurance, Freight and Commission	Giá thành, bảo hiểm, cước phí và hoa hồng

4	CIF & E	Cost, Insurance, Freight and Exchange	Giá thành, bảo hiểm, cước phí và hối đoái
5	COD	Cash on delivery	Trả tiền khi giao hàng
6	COS	Cash on shipment	Trả tiền khi xếp hàng xuống tàu
7	CWO	Cash with order	Trả tiền khi đặt hàng
8	CP	Carriage Paid	Cước đã trả
9	CIP	Carriage and Insurance Paid	Cước phí và phí bảo hiểm trả tới
10	CFR	Cost and Freight	Tiền hàng cộng cước
11	CPT	Carriage Paid To	Cước trả tới điểm đến

12	DA	Documents against acceptance	chứng từ giao khi chấp thuận thanh toán
13	DP	Documents against payment	chứng từ giao khi thanh toán
14	DAF	Delivered At Frontier	Giao tại biên giới
15	DDP	Delivered Duty Paid	Giao Đã nộp Thuế
16	DDU	Delivered Duty Unpaid	Giao Chưa nộp Thuế
17	DES	Delivered Ex Ship	Giao từ tàu chở hàng nơi đến
18	DEQ	Delivered Ex Quay	Giao tại cầu cảng nơi đến

19	EXW	EX Works	Giá xuất xưởng
20	EXS	EX Ship	Giao tại tàu
21	FOA	Free On Airport	Giao tại sân bay
22	FOB	Free On Board	Miễn trách nhiệm Trên Boong tàu nơi đi
23	FAS	Free Alongside Ship	Miễn trách nhiệm Dọc mạn Tàu nơi đi
24	FAQ	Free Alongside Quay	Giao dọc bến
25	FOS	Free on steamer	Giao trên tàu thủy
26	FD	Free Delivery	Giao miễn phí

27	FOD	Free of damage	Miễn bồi thường thiệt hại
28	FCA	Free Carrier	Giao cho người chuyên chở
29	FOR	Free on rail	Giao hàng trên toa
30	FPA	Free of particular average	Miễn bồi thường tổn thất chung
31	ROROC	Report on receipt of cargo	Biên lai kết toán nhận hàng
32	POE	Port of embarkation	Cảng lên hàng
33	RDC	Port of embarkation	Điều khoản xung đột
34	ROG	Receipt of goods	Biên lai hàng hoá

3. Analysis of the equivalence

Equivalence plays a very important role in translation, as it is a process of conveying messages across linguistic and cultural barriers. According to Newmark (1995: 48), the main purpose of any translation is to achieve “equivalent effect”, 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.

There are different levels of equivalence: equivalence in respect of context, of semantics, of grammar, of lexis. For the reason that the paper aims at studying the translation of terminology in trade contract, only lexical equivalence is brought into focus on and how it is applied in the translation of contract terms.

Lexical (or equivalence at word level) means that the target language has direct equivalents for word that occur in the source language.

Examples:

No	English	Vietnamese
1	Waivable right	quyền có thể khước từ
2	Validity	thời hạn hiệu lực
3	Conflict of law	quy phạm luật có xung đột

4	Ruler of thumb	quy tắc thực nghiệm
5	Save harmless	miễn trách
6	Common law	thông pháp
7	Equity law	công chính
8	Statute law	án lệ
9	Codified law	luật thành văn
10	By-law	các văn bản dưới luật
11	Statute of limitation	luật thời hiệu

12	For majeure	bất khả kháng
13	Enforceable	cưỡng chế

All the English terms exemplified above have one-to-one equivalents in Vietnamese.

The level of lexical equivalence could be sub divided into literal equivalence and non-literal equivalence. As regard literal equivalence, the source language terms are translated literally and directly into the target language. The above example could illustrate this point quite clearly. Nevertheless, the lexicon of the two languages does not always match. The target language may have no direct equivalents for terms that occur in the source language. In addition, this type of non-literal equivalence in the translation of terminology enables translators to cope successfully with difficult to translate terms. Following are some frequent strategies.

3.1. Paraphrase

Paraphrase is one of many ways that facilitates translators to produce the adequate lexical equivalents. It is stated by Baker.M (1932: 38) that this strategy tends to be used when the concept expressed by the source item, particularly the item in question is semantically complex.

Paraphrase is an explanation of the meaning of the originals, using different words in order to make it easier to understand. Here are some examples of paraphrased terms:

Appraisal Fee	phí giám định tài sản thế chấp
Batch	gói giao dịch ngày
Batch Close	chuyển gói giao dịch ngày
Goods qualification	Thẩm định chất lượng hàng hóa
Penalty rate	Lãi phạt
Expense for establishment	Chi phí thành lập
Free of particular	miễn bồi thường tổn thất riêng
Product administration and contract control	quản lý sản phẩm và kiểm tra hợp đồng

From the example cited above, we can realize that the source language terms are transposed by a different set of words. For instance, “*batch*” cannot be translated literally as “*mẻ, chuyển*”. This way of translating does not account for

its full meaning and even mistranslate the word, which must be unpacked for better understanding lengthily as “*Gói giao dịch ngày*”.

Generally, the non-literal equivalents treated by Paraphrase are clear and comprehensible. In addition, in order to produce an effective output by Paraphrase, it is necessary for a translator to gain a better understanding of the field he focuses on fully understands the concept of the term in the source language and find the right lexical equivalents.

3.2. Transference

Transference is defined by Newmark as “the process of transferring a source language word to a target language text as a translation procedure.”

Here are some examples of terms that are transferred:

Examples:

FOB under tackle: (Free On Board under tackle)	FOB dưới cầu cảng
FOB stowed (Free On Board stowed)	FOB san xếp hàng
CIF free in and out: (Cost, Insurance and Freight in and out)	miễn chi phí bốc và dỡ hàng cho nhà vận tải
Revocable L/C: (Revocable Letter of Credit)	thư tín dụng có thể hủy ngang

These transferred terms keep only one sense of their foreign nationality. They are the terms whose meaning is less dependent on their contexts. Translators use transference method to treat these terms possibly because they

assumed that the knowledge in the area has been popular among professionals and therefore, it is not necessary to translate. On the other hand, perhaps in some cases, the meanings of these terms are too complicated and lengthy to explain and they deem it best to leave as they are.

However, we still can decide whether to adopt transference approach or not depending on the readership. If the readership is experts and they find no difficulty in understanding the terms, the transference method should be utilized. By contrast, descriptive equivalents have to be given for less sophisticated target language readerships.

3.3. Connotative and Denotative equivalence

Lexical equivalence can be denotative or connotative. The first refers to meaning which is referential, objective, and cognitive. The second, in contrast, refers meaning that is not referential but associational and subjective.

In the translation of terminology, denotative equivalence often dominates because each term often refers to one concrete concept or technological procedure.

Examples:

Annual Fee:	Phí thường niên
Balance Transfer:	Chuyển số dư
Goods Reproduction:	Tái sản xuất hàng
Foreign currency surcharge:	Phụ phí ngoại tệ

From the above examples, we can see that denotative equivalence just requires one-to-one relationship between the source term and the target term. There is no synonymous equivalent for the same original ones.

Nevertheless, in connotative equivalence, a single term can be expressed by some synonymous words.

Examples:

Authorization Request:	Yêu cầu cấp phép chuẩn chi Yêu cầu cấp phép ủy quyền
Cosigner:	Người cùng ký Người cùng chịu trách nhiệm
User Authentication:	Chứng thực người sử dụng Kiểm tra người sử dụng

The question is when to use connotative or denotative equivalents, or connotative dimensions to best convey the meaning of terms.

In fact, it depends on the context where terms are used and the readership they target. For instance, in articles carried in specialized journals, terms should be denotative and precise, referring to one-to-one correspondence, because their readers are insiders who are quite familiar with these “difficult” terms. However, in articles on other newspapers that target the public in general, terms should be connotative with shades of meanings (or connotative dimensions) that are easily understandable. In final analysis, translators will gain success once deciding correctly connotative dimensions for terms occurring in the source language texts.

CHAPTER III: FINDING

1. The importance of study on terminology translation

Although terminology, according to Peter Newmark, accounts for only 5-10% of words in a written or oral text, the writer thinks the mastery of such tiny percentage terminology will determine the success of the translating work. Only two following reasons can possibly illustrate such idea.

Firstly, studying terminology of one specific area means to learn the general knowledge about this field and most of its concerned issues. In a sense, acquiring a language is not simply implicit that we are learning the language itself. In fact, what is more important is to acquire a language together with things behind it like rich information it conveys. This is well proved in the process to study law terminology in trade contract.

Secondly, the mastery of terminology in particular subject and the common way to convert them into Vietnamese is very helpful in using terms accurately, precisely and with expertise. This helps translators avoid embarrassing situations where they are confused with new, strange, and difficult terms.

Besides, through studying terms of one profession, we will get familiar with abbreviations that are well known to people working in this field but quite unfamiliar with outsiders. Honestly speaking, when a term has become popular in daily life, getting to know it is not only the job of translators.

Evidently, the study of terminology in a specific field will enrich our vocabulary, helps us to use them in an accurate, concise, flexible manner and finally results in professional and effective translation. Therefore, translators should be skilled in dealing with terminology to smooth their work. Anyway, 5-10% is just statistical figures on average. In fact, the frequency of terminology appearance in some areas is much higher or lower. Thus, the study of terminology is of great importance, especially when translators are about to undertake jobs in a brand new field.

To do research and analyze some difficulties in translating law terms, I carried out the survey questionnaire among non-major students in my university. They are third year's students and they have been studying English for 10 years. Although they have been studying English during long time, they are non-major students. In English translation studying process, they met many difficulties.

Questionnaire

This questionnaire is designed with a purpose to find your difficulties in studying translation. This questionnaire is designed under my research for my graduation paper: “**A study on the translation of English law terminology in trade contract**”.

Your answers play a very important and useful part, making a great contribution to my study. Thank you in advance for your cooperation!

Please answer the following questions:

Question 1: How long have you been learning English?

A. 3 years	B. 4 years
C. 5 years	D. over 5 years

Question 2: What do you think about the role of English terms?

A. Important	B. Very important
C. Not important	D. Not very important

Question 3: How much do you know about English terms?

A. A little	B. I do not know anything
C. Pretty much	D. A lot

Question 4: What do you think is the best way to translate English terms?

A. Literal translation	B. Free translation
C. Communicative translation	D. Others

Question 5: What difficulties do you have when translating English terms?

- A. Differences in terms of vocabulary and grammatical rules between source language and target language.
- B. Lack of knowledge about this field.
- C. Not familiar with specialist terms or the limited knowledge about that field.

D. Others

Question 6: What do you think the way to improve skill in translating English term?

- A. To master the knowledge of source language.
- B. Read Vietnamese books, newspapers to understand smoothly and translate naturally.
- C. Collect data and information on internet.
- D. Others

The result of this survey is stated in the following table:

I carried out the survey questionnaire among 120 non-major students in my university to show:

1. The role of English terms:
 - Important: 75/120 (62.5 %)
 - Very important: 18/120 (15%)
 - Not very important: 7/120 (22.5%)
2. Knowledge of English terms
 - A little: 62/120 (52%)
 - Pretty much: 36/120 (30%)
 - A lot: 22/120 (18%)
3. The best way to translate English terms
 - Literal translation: 65/120(54%)
 - Free translation: 20/120(16.7%)
 - Communicative translation: 23/120(19.2%)
 - Others: 12/120(10%)
4. Difficulties in translating English terms

- Differences in terms of vocabulary and grammatical rules between source language and target language: 33/120(27.5%)
- Lack of knowledge about this field: 30/120(25%)
- Not familiar with specialist terms or the limited knowledge about that field: 35/120(29.2%)
- Others:22/120(18.3)

5. The way to improve skill in translating English term

- To master the knowledge of source language: 35/120(29.2%)
- Read Vietnamese books, newspapers to understand smoothly and translate naturally: 30/120(25%)
- Collect data and information on internet: 30/120(25%)
- Others: 25/120(20.8%)

2. Difficulties in translation law terms in trade contract.

Law terms translation is more difficult than any other kinds of translation. It required learners and researchers not only study hard but also try their best to improve knowledge about this field. During process of translation law terms, we met some problems.

The first, there is linguistic difference between English and Vietnamese. The two languages have various differences in terms of vocabulary and grammatical rules. Therefore, it is difficult to choose the right word. If translator works hard to cumulate both English and Vietnamese vocabulary to a level that the translator is capable of choosing the right word in any case to produce translation. It is crucial for translator fully understand all the denotations and connotations of a word. Therefore, the translator can avoid making any loss of connotation meanings. To do that, the translator also needs flexibility in the use of words and does not translate mechanically basing on English-Vietnamese dictionary. Besides, it is also difficult to choose the right structure. It means the

structure of the phrase the translator should choose the best word order possible so that translation would sound more Vietnamese.

The second, lack of knowledge about this field. This is very critical background to translating effectively. Therefore, translators met difficulties in finding suitable words to translate from English into Vietnamese naturally and smoothly despite of their understanding these terms very well.

The final, in general, the learners do not familiar with specialist terms or the limited knowledge about that field. Because of in normal context term has popular meaning, but in specialist context its meaning changes. Specially scope of law is large and has own field, too much information to learners select them. Therefore, to have effective translation the learners should select a suitable aspect.

3. Some suggestions for translation of law terms.

The first and the most important demand are to master the knowledge of language, especially focus on skill of translation and vocabulary. It can be explained like this: Each of terms always is attached with its concept; and to comprehensively and exactly name this term, we should base its concept. Obviously, it involves the knowledge of language.

The second, terms in general and law terms in particular usually cannot translate on the base of equivalence at world-level between English and Vietnamese. Therefore, in addition to some terms possibly predicted on the base of word-to-word, we should equip ourselves with certain knowledge.

To improve knowledge about law terms we can read Vietnamese books, newspapers relate to law to understand smoothly and translate naturally. Besides, translators should collect information from websites it is useful. Specially, we need to have specialized dictionaries.

PART III: CONCLUSION

Technical translation is not an easy-to-tackle field for professionals in general and for a fresh translator like me in particular. However, the more challenging the field of terminology is fascinating it seems to me. Moreover, I have exerted great efforts to accomplish my small study on the English-Vietnamese translation of law terminology in trade contract.

However, I am not excellent enough to touch upon all aspects of technical translation, I myself, to some extent, have approached the usual way translators adopt to deal with it. With respect to translation methods, translators with a view mainly use Literal and Communicative to bring the most satisfactory translated versions. Translator should be flexible in the combination of Literal method that is strict. In addition, Communicative one that is free produces precise, comprehensible, and highly applicable equivalent terms.

As regard to other techniques namely paraphrase, transference, methods of connotative/ denotative equivalents, prove to be useful in the treatment of special and difficult to access terms. Nonetheless, all these methods and techniques

would mean nothing if translators do not have a good command of the profession the terminology is specialized. In fact, they are required to master concepts that terms really refer to and always keep themselves up-to-date with new things, concepts of terms that arise in the field. Besides, translators could count on sets of already translated terms by professional predecessors.

To conclude this study, I would like to offer a closer look at technical translation, general knowledge of law and trade contract terminology. On my part, after the study, I have not only gained access to translation methods when it comes to terminology translation, but also had precious knowledge of law and trade contract. I hope that will be beneficial to would be translators or anyone who has interest in the law and trade field.

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