

Министерство образования Российской Федерации

**НИЖЕГОРОДСКИЙ ГОСУДАРСТВЕННЫЙ
ЛИНГВИСТИЧЕСКИЙ УНИВЕРСИТЕТ
ИМ. Н.А. ДОБРЮЛОВА**

BUSINESS ENGLISH

**Учебно-методические материалы
для студентов старших курсов
факультета английского языка**

Нижний Новгород

2003

Печатается по решению редакционно-издательского совета
Нижегородского государственного университета
им. Н.А.Добролюбова

УДК 802.0 (075,83)

BUSSINESS ENGLISH. Учебно-методические материалы для
студентов старших курсов факультета английского языка. –
Н.Новгород. НГЛУ им.Н.А.Добролюбова. 2003 - с.

Учебно-методическое пособие предназначено для студентов
старших курсов, специализирующихся в сфере деловой
коммуникации (менеджмент, маркетинг, связь с общественностью,
туризм, журналистика и прочие), а также для студентов-лингвистов с
целью расширения их образовательного и языкового кругозора.
Пособие содержит художественные и деловые аутентичные тексты по
тематике: деловая активность, судопроизводство, ведение собраний;
приводятся образцы деловой документации (деловые письма,
контракты, счета, банковские документы) с целью выработки навыка
понимания, составления и перевода деловой документации.

Автор: канд.филол.наук, старший преподаватель
кафедры лексикологии и стилистики английского языка
А.Н.Яржемский

Рецензенты: канд.филол.наук, доцент кафедры лексикологии и
стилистики английского языка С.И.Жолобов
канд.филол.наук, доцент кафедры лексикологии и
стилистики английского языка

© Издательство НГЛУ им.Н.А.Добролюбова, 2003

Part 1

AUDIO-ORAL INDUCTION

- 1.1. Listen to the recording of the panel talk without looking at the text and say what it is about. What are the crucial aspects of the necessity to study business nowadays?

Panel Talk

Here is the account of the meeting of 4th-year students who have gathered to discuss the results of the winter exams. The meeting is opened by the Assistant Dean of the Department.

- Comrades, I declare the meeting open. We have two items on the agenda – Results of the Exams and Any Other Business. Are there any additions or amendments to the proposed agenda?
- I move we adopt the agenda as it stands.
- Shall we adopt any regulations to the procedure?
- I move that set the time limit for the report at 40 minutes and allow each speaker 5 minutes for discussion in debate.
- Are there any other motions? Then I'll put the matter to the vote. (The majority vote for the motion). Carried!
- Comrade M. Has the floor for the report on item 1 of the agenda. (Com.M. makes his report)
- I move that the questions be submitted in writing. Vote by the show of hands. Those who second the proposal put up your hands. (Few hands rise.) The motion is voted down. Overruled! Then we pass over to the discussion.
- I wonder why the Syllabus of the 4-th year hasn't been modified for quite a time. Now we cease to be a Teachers' Training Institute, but the programme of the 4-th year contains only issues connected with education and upbringing.

- But, in fact, it covers a vast spectrum of issues.
- No doubt, it does. But time presents its new requirements. Actually, the smallest part of the graduates go to work as teachers, and we insist that we should be drilled in the sphere of Business English, as many of us are sure to be employed in foreign companies or joint ventures, but we cannot even write a business letter.
- By the way, what on earth is a business letter?
- There exist so many types of them that they are hardly possible to enumerate. The most wide-spread are: request letter, status enquiries and reports, recommendation, covering letter, announcement, congratulation, condolence, invitation, reminder, travel & hotel bookings, etc.
- But a business letter is not a single written form of a document, is it?
- Certainly not. Another leading form is a contract or agreement.
- But what does it certify? What is its purpose? And why should we know it?
- It specifies any business transaction whether it be sale or purchase, product manufacturing, services, lease, auction, and what not. The most typical ones concern shipment and delivery.
- And what items do such contracts comprise?
- The principal clauses of the contract form are the legal addresses of the parties, the date & the place of the contract, the object of the covenant, the qualitative & quantitative specifications, the price requirements, the terms & dates of delivery, packing & marking, way of shipment, acceptance of the goods, terms of payment, guarantee period, claims, force majeure, etc.
- Oh, it's all quite Greek to me! I can't make a head or tail of it.
- Oh, dear! To understand all that it is necessary to learn a lot. But the above-mentioned list is far from being exhaustive. What about jurisdiction, banking, public relations, etc.

- Hm, to me, court proceedings seem quite incomprehensible. I can't even tell between bringing a suit and making a judgement.
- And what a lot of other stuff: a jury, a plaintiff, a defendant, a defender, an attorney, a lawyer, a solicitor, cross-examination, a sentence.
- All that is no stuff, but the matter of terminological precision & knowledge, and an important aspect of culture. A cultivated man must be broad-minded.
- I think now that many young people go to work to banks, it's indispensable to study the fundamentals of banking procedures. What are the basic concepts of it?
- In my opinion, they are the structure of the bank, currency & forms of exchange, deposits, loans, investments, cheque accounts, foreign exchange, stock exchange, commodity exchange, methods of payment.
- I am afraid there's no end of it. I move that the discussion be closed.
- Only on condition that the amendment shall be added to the resolution of the meeting concerning the introduction of Business English materials into the language programme of the 4-th year.
- Does the meeting support the amendment? Carried! The amendment is adopted. Now the committee moves that the final text of the resolution including the amendments be approved by the meeting.
- Carried by an overwhelming majority with only two abstaining. As there are no further questions on the agenda I declare the meeting closed.

1.2. Listen the recording a second time and find answers to the following questions:

- 1) What was the meeting dedicated to?
- 2) What urgent question unexpectedly arose?
- 3) Why is Business English so important nowadays?
- 4) What are some aspects of Business English learning?

- 1.3. Act out the talk briefly.
- 1.4. Act out a meeting with the following agenda:
 - 1) Discussion of the results of the session;
 - 2) Reconsidering the curriculum issues;
 - 3) Election of the student's committee;
 - 4) Miscellaneous.

FOLLOW-UP ACTIVITIES

- 1.5. Discuss in pairs or in groups what kind of activities you would like to be engaged in after graduation. Give pros and cons.
 - a) management;
 - b) marketing;
 - c) public relations;
 - d) law;
 - e) production;
 - f) education;
 - g) science.
- 1.6. Interview your foreign business partner about the sort of activities he deals in.
- 1.7. Read the following business letter. Pay special attention to the italicized words.

An Offer

Here is an offer which was received by the Russian Trade Delegation in London from a large British company.

Russian Trade Delegation
London

25 September 2000

For the attention of Mr.Borisov

Dear Sirs,

We thank you for your enquiry of 27th August 2000 concerning the supply of pumps and now are pleased **to submit** our offer.

With this offer we **enclose** drawings and **specifications** together with our **leaflets**.

Price: The total price of a **pump** is L... which includes packing and **delivery CIF** Russian port.

Delivery: Delivery of the pumps will begin three months after the contract is signed and will be completed within a period of four months.

Validity: This offer is **valid** for 90 days from the date of this letter.

Payment: Payment is to be made in cash within 30 days of **receipt** of the following shipping documents: an **Invoice**, a **Bill of Lading**, an **Insurance Policy** and a **Packing List**.

We have quoted for majority of **spare parts** in accordance with the details in your enquiry. But we cannot guarantee the supply of all items as in some cases our **stocks** of spares are limited.

We recommend you therefore to place an order as soon as possible to obtain the items you require.

I would personally very much like to visit you at the Trade Delegation and discuss our possible future business relations.

Perhaps you will be kind enough **to advise me of** a suitable date and time for such a meeting.

Yours faithfully
on behalf of Blake & Co
 G.E.Fox
Overseas Sales Manager

Notes:

- 1) an invoice – a separate document, sent by the seller to the buyer, for each sale or service, giving details of the goods or services sold (R. Счёт-фактура)
- 2) a bill of lading – a shipping document given by the shipowner to the shipper, acknowledging receipt of goods, recording their condition (R. Товарная накладная)
- 3) an insurance policy – a written or printed contract by which the insurer binds himself to pay the insured person a certain sum when a stated event happens.
- 4) a packing list – a list of articles contained in a particular package or container.

1.8 Write a business letter.

- a) congratulating your business partner on a festive occasion;
- b) informing your partner of the goods you manufacture and the terms of delivery;
- c) agreeing the terms of payment;
- d) stipulating the guarantee period and the spare parts supply.

Note: You should consider the following delivery terms:

- 1) **CIF** (cost, insurance, price);

- 2) **C&F** (cost and freight);
- 3) **FOB** (free on board);
- 4) **FAS** (free alongside ship);
- 5) **FOR** (free on rail).

1.8. Role play.

Make groups of several students each of which represent the two negotiating parties. Conduct the talks covering the following items: the character and the quantity of goods or services, terms of payment, shipment and delivery, the guarantee period and spare parts supply.

Part 2

INTENSIVE READING

Shareholders' Meeting

He looked at his watch. In a quarter of an hour he was due at the General Meeting of the New Colliery Company - one of Uncle Jolyon's concerns; he should see Uncle Jolyon there, and say something to him about Bosinney - he had not made up his mind what, but something - in any case he should not answer his letter until he had seen Uncle Jolyon. He got up and methodically put away the draft of his defence. Going into a dark little cupboard, he turned up the light, washed his hands with a piece of brown Windsor soap, and dried them on a roller towel. Then he brushed his hair, paying strict attention to the parting, turned down the light, took his hat, and saying he would be back at half-past two, stepped into the Poultry.

It was not far to the Offices of the New Colliery Company in Ironmonger Lane, where and not at the Cannon Street Hotel, in accordance with the most ambitious practice of other companies, the General Meeting was always held. Old Jolyon had from the first set his face against the Press. What business - he said - had the Public with his concerns!

Soames arrived on the stroke of time, and took his seat alongside the Board, who, in a row, each Director behind his own inkpot, faced their Shareholders.

In the centre of this row old Jolyon, conspicuous in his black, tightly-buttoned frock-coat and his white moustaches, was leaning back with finger-tips crossed on a copy of the Directors' report and accounts.

On his right hand, always a little larger than life, sat the Secretary. "Down-by-the-starn Hemmings; an all-too-sad sadness beaming in his fine eyes; his iron-grey beard, in mourning like the rest of him, giving the feeling of an all-too-black tie behind it.

The occasion indeed was a melancholy one, only six weeks having elapsed since that telegram had come from Scorrier, the mining expert, on a private mission to the Mines, informing them that Pippin, their Superintendent, had committed suicide in endeavouring, after his extraordinary two-years' silence, to write a letter to his Board. That letter was the table now; it would be read to the Shareholders, who would of course be put into possession of all the facts.

Hemming had often said to Soames, standing with his coal-tails divided before the fireplace:

"What our Shareholders don't know about our affairs isn't worth knowing. You may take that from me, Mr. Soames."

On the occasion, old Jolyon being present, Soames recollected a little unpleasantness. His uncle had looked up sharply and said: "Don't talk nonsense, Hemmings! You mean that what they do know isn't worth knowing!" Old Jolyon detested humbug.

Hemmings, angry-eyed, and wearing a smile like that of a trained poodle, had replied in an outburst of artificial applause: "Come, now, that's good, sir - that's very good. Your uncle will have this joke!"

The next time he had seen Soames he had taken the opportunity of saying to him: "The Chairman's getting very odd - I can't get him to understand things; and he is so wilful - but what can you expect, with a chin like his?"

Soames had nodded.

Everyone knew that Uncle Jolyon's chin was a caution. He was looking worried to-day, in spite of his General Meeting look; he (Soames) should certainly speak to him about Bosinney.

Beyond old Jolyon on the left was little Mr. Booker, and He, too, wore his General Meeting look, as though searching for some particularly tender Shareholder. And next him was the deaf director, with a frown; and beyond the deaf director, again, was old Mr. Bleedham, very bland, and having an air of conscious virtue - as well he might. knowing that

the brown-paper parcel he always brought to the Board Room was concealed behind his hat (one of that old-fashioned class of flat-brimmed top-hats which go with very large bow ties, clean-shaven lips, fresh cheeks, and neat little white whiskers).

Soames always attended the great meeting: it was considered better that he should do so, in case "anything should arise!" He glanced round with his close supercilious air at the walls of the room, where hung plans of the mine and harbour, together with a large photograph of a shaft leading to a working that had proved quite remarkably unprofitable. This photograph - a witness to the eternal irony underlying commercial enterprise - still retained its position on the wall, an effigy of the directors' pet, but dead, lamb.

And now old Jolyon rose, to present the report and accounts.

Veiling under a Jove-like serenity that perpetual antagonism deep-seated in the bosom of a director towards his Shareholders, he faced them calmly. Soames faced them too. He knew most of them by sight. There was old Scrubsole, a tar man, who always came, as Hemmings would say, "to make himself nasty," a cantankerous-looking old fellow with a red face, a jowl, and an enormous low-crowned hat reposing on his knee. And the Rev.Mr.Boms, who always proposed a vote of thanks to the chairman, in which he invariably expressed the hope that the Board would not forget to elevate their employees, using the word with a double e, as being more vigorous and

Anglo-Saxon (he had the strong Imperialistic tendencies of his cloth). It was his salutary custom to buttonhole a director afterwards, and ask him whether he thought the coming year would be good or bad; and, according to the trend of the answer, to buy or sell there shares within the ensuing fortnight.

And there was that military man, Major O'Bally, who could not help speaking, if only to second the re-election of the auditor, and who sometimes caused serious consternation by taking toasts - proposals rather - out of the hands of persons who had been flattered with little slips of paper, entrusting the said proposals to their care.

These made up the lot, together with four or five strong, silent Shareholders, with whom Soames could sympathize - men of business, who liked to keep an eye on their affairs for themselves, without being fussy - good, solid men, who came to the City every day and went back in the evening to good, solid wives.

Good, solid wives! There was something in that thought which roused the nameless uneasiness in Soames again.

What should he say to his uncle? What answer should he make to this letter?

..."If any Shareholder has any question to put, I shall be glad to answer it. " A soft thump. Old Jolyon had let the report and accounts fall, and stood twisting tortoise-shell glasses between thumb and forefinger.

The ghost of a smile appeared on Soames' face. They had better hurry up with their questions! He well knew his

uncle's method (the ideal one) of at once saying: "I propose, then, that the report and accounts be adopted!" never let them get their wind - Shareholders were notoriously wasteful of time!

A tall, white-bearded man, with a gaunt, dissatisfied face, arose:

"I believe I am in order, Mr.Chairman, in raising a question on this figure of L5.000 in the accounts. 'To the widow and family'" (he looked sourly round), "'of our late Superintendent,' who so - er - ill-advisedly (I say - ill-advisedly) committed suicide, at a time when his services were of the utmost value to this Company. You have stated that the agreement which he has so unfortunately cut short with his own hand was for a period of five years, of which one only had expired - I - -"

Old Jolyon made a gesture of impatience.

"I believe I am in order, Mr.Chairman - I ask whether this amount paid, or proposed to be paid, by the Board to the - er - deceased - is for services which might have been rendered to the Company had he not committed suicide?"

"It is in recognition of past services, which we all know - you as well as any of us - to have been of vital value."

"Then, sir, all I have to say is, that the services being past, the amount is too much."

The Shareholder sat down.

Old Jolyon waited a second and said: "I now propose that the report and - -"

The Shareholder rose again: "May I ask if the Board

realizes that it is not their money - which I don't hesitate to say that if it were their money - -"

A second Shareholder, with a round, dogged face, whom Soames recognized as the late Superintendent's brother-in-law, got up and said warmly: "In my opinion, sir, the sum is not enough!"

The Rev. Mr. Boms now rose to his feet. "If I may venture to express myself," he said, "I should say that the fact of the - er - deceased having committed suicide should weigh very heavily - very heavily with our worthy Chairman. I have no doubt it has weighed with him, for - I say this for myself and I think for everyone present (hear, hear) - he enjoys our confidence in a high degree. We all desire, I should hope, to be charitable. But I feel sure" (he looked severely at the late Superintendent's brother-in-law) "that he will in some way, by some written expression, or better perhaps by reducing the amount, record our grave disapproval that so promising and valuable a life should have been impiously removed from a sphere where both its own interests - if I may so - our interests so imperatively demanded its continuance. We should not - nay, we may not - countenance so grave a dereliction of all duty, both human and divine."

The reverend gentleman resumed his seat. The late Superintendent's brother-in-law again rose: "What I have said I stick to," he said; "the amount is not enough!"

The first Shareholder struck in: "I challenge the legality of the payment. In my opinion this payment is not legal. The Company's solicitor is present; I believe I am in

order in asking him the question."

All eyes were now turned upon Soames. Something had arisen!

He stood up, close-lipped and cold; his nerves inwardly fluttered, his attention tweaks away at last from contemplation of that cloud looming on the horizon of his mind.

"The point," he said in a low, thin voice, "is by no means clear. As there is no possibility of future consideration being received, it is doubtful whether the payment is strictly legal. If it is desired, the opinion of the court could be taken."

The Superintendent's brother-in-law frowned, and said in a meaning tone: "We have no doubt the opinion of the court could be taken. May I ask the name of the gentleman who has given us that striking piece of information? Mr. Soames Forsyte? Indeed!" He looked from Soames to old Jolyon in pointed manner.

A flush coloured Soames' pale cheeks, but his superciliousness did not waver. Old Jolyon fixed his eyes on the speaker.

"If," he said, "the late Superintendent's brother-in-law has nothing more to say, I propose that the report and accounts - -"

At this moment, however, there rose one of those five silent, stolid Shareholders, who had excited Soames' sympathy. He said:

"I deprecate the proposal altogether. We are expected to

give charity to this man's wife and children, who, you tell us, were dependent on him. They may have been; I do not care whether they were or not. I object to the whole thing on principle. It is high time a stand was made against this sentimental humanitarianism. This country is eaten up with it. I object to my money being paid to these people of whom I know nothing, who have nothing to earn it. I object in toto, it is not business. I now move that the report and accounts be put back, and amended by striking out the grant altogether.

Old Jolyon had remained standing while the strong, silent man was speaking. The speech awoke an echo in all hearts, voicing, as it did, the worship of strong men, the movement against generosity, which had at that time already commenced among the saner members of the community.

The words "it is not business" had moved even the Board; privately everyone felt that indeed it was not. But they knew also the Chairman's domineering temper and tenacity. He too, at heart, must feel that it was not business; but he was committed to his own proposition. Would he go back upon it? It was thought to be unlikely.

All waited with interest. Old Jolyon held up his hand; dark-rimmed glasses depending between his finger and thumb quivered slightly with a suggestion of menace.

He addressed the strong, silent shareholder.

"Knowing, as you do, the efforts of our late Superintendent upon the occasion of the explosion at the mines, do you seriously wish me to put the amendment, sir?

"I do."

Old Jolyon put the amendment.

"Does anyone second this?" he asked, looking calmly round.

And it was then that Soames, looking at his uncle, felt the power of will that was in that old man. No one stirred. Looking straight into the eyes of the strong, silent Shareholder, old Jolyon said:

"I now move. 'That the report and accounts for the year 1886 be received and adopted.' You second that? Those in favour signify the same in the usual way. Contrary - no. Carried. The next business, gentlemen -

Soames smiled. Certainly Uncle Jolyon had a way with him!

But now his attention relapsed upon Bosinney. Odd how that fellow haunted his thoughts, even in business hours.

Irene's visit to the house - but there was nothing in that except that she might have told him; but then, again, she never did tell him anything. She was more silent, more touchy every day. He wished to god the house were finished, and they were in it, away from London. Town did not suit her; her nerves were not strong enough. That nonsense of the separate room had cropped up again.

The meeting was breaking now. Underneath the photograph of the lost shaft Hemmings was buttonholed by the Rev.Mr.Boms. Little Mr.Booker, his bristling eyebrows wreathed in angry smiles, was having a parting turn-up with old Scrubsole. The two hated each other like poison. There was some matter of tar contract between them, little Mr.Booker having secured it from the Board for a nephew of his, over old Scrubsole's head. Soames had heard that from Hemmings, who liked a gossip, more especially about his directors, except, indeed, old Jolyon, of whom he was afraid.

Soames awaited his opportunity. The last Shareholder was vanishing through the door, when he approached his uncle, who was putting on his hat.

Notes:

1. colliery – coal mine
2. the Poultry – a street in the City of London
3. down-by-the-starn – (here) fat and clumsy
4. Jove – Jupiter
5. to buttonhole smb. – to stop and force to listen
6. to get one's wind – to get one's breath
7. dogged /dogid/ - exhausted
8. Rev. – reverend
9. In toto (lat.) – completely

Skimming

- 2.1. Outline the subject matter of the text.
- 2.2. What matter was on the agenda of the Shareholders' Meeting?
- 2.3. Answer the following multiple choice questions:
 - 1) Who was the solicitor of the New Colliery Company?
 - a) Uncle Jolyon;
 - b) Soames;
 - c) Bosinney;
 - d) Hemmings.
 - 2) What was the main item on the agenda of the meeting?
 - a) The disciplinary issues;
 - b) investments in other companies;
 - c) the death of the Superintendent of the Mines;
 - d) the annual report and accounts.
 - 3) Why had the Superintendent committed suicide?

- a) He was in debt up to his ears;
 - b) He had been a very bad manager;
 - c) He had let the matter slide;
 - d) The reason was not known to the meeting.
- 4) What did Old Jolyon detest about Hemmings?
- a) He detested humbug;
 - b) Hemmings was down-by-the-starn;
 - c) He disliked his appearance;
 - d) Hemmings always put an oar in his matters.
- 5) What was Old Jolyon's conduct like?
- a) nervous;
 - b) fussy;
 - c) serene;
 - d) supercilious'
- 6) Why did Old Jolyon never let the Shareholders get their wind?
- a) He despised them.
 - b) They always talked nonsense.
 - c) They were wasteful of time.
 - d) They all got too much rope.
- 7) Who considered that the sum allotted for the late Superintendent's family was insufficient?
- a) Mr.Hemmings;
 - b) Mr.Boms;
 - c) Mr.Booker;
 - d) Mr.Bleeham.
- 8) Who deprecated the matter of granting the money to the late Superintendant's family altogether?
- a) the stolid Shareholder;

- b) Somes Forsyte;
 - c) Old Jolyon;
 - d) Superintendent's brother-in-law.
- 9) What did Soames say about the legality of giving money to the Superintendent's family?
- a) It was utterly illegal.
 - b) Soames didn't know what to answer.
 - c) The opinion of the court had to be asked.
 - d) It was within the competence of the Company.
- 10) How did Old Jolyon achieve that the money was granted to the family?
- a) He was very insistent;
 - b) He managed to persuade the Shareholders;
 - c) He constantly pressed them.
 - d) He put the matter to the vote.

2.4 Give the plot of the abstract in 8-10 sentences.

Scanning

2.5. Comment on the following. Use some new vocabulary units from the text.

- 1) Soames was due at the General Meeting of the New Colliery Company – one of Uncle Jolyon's concerns.
- 2) The occasion was indeed a melancholy one.
- 3) Old Jolyon detested humbug.

- 4) Veiling under a Jove-like serenity that perpetual antagonism deep-seated in the bosom of a director towards his Shareholders, he faced them calmly.
- 5) The agreement which the Superintendent has so unfortunately cut short was for a period of five years, of which one only had expired –
- 6) The first Shareholder struck in “I challenge the legality of the business.”
- 7) To determine whether the payment is legal or not the opinion of the court must be taken.
- 8) To give to those people of whom one knows nothing, who have done nothing to earn it, is not business.
- 9) The Chairman was committed to his own proposition.
- 10) Mr.Booker and Mr.Scrubsole hated each other like poison.

Related Activities

The exercises below will help you to enlarge your vocabulary and to speak on the text in a more detailed way.

Reading Technique and Spelling Activities

2.6. Choose a passage for good reading (15-20 lines). Read it in class.

2.7. Assess your classmates' expressive reading. Use the appropriate Classroom English.

2.8. Practise the spelling and pronunciation of the following words.

Conspicuous, melancholy, superintendent, supercilious, serenity, cantankerous, to buttonhole, notorious, ill-advisedly, impiously, humanitarianism.

2.9. Watch the shift of the stress in the following related words.

method – methodical

melancholy – melancholic

commerce – commercial

notorious – notoriety

to expire – expiration

derelict – dereliction

legal – legality

human – humanitarianism

generous – generosity

contract – contractual

record – to record

separate – to separate

2.10. Look up the pronunciation and watch the spelling of the words below.

Explain the spelling and pronunciation difficulties.

Endeavour, supercilious, serenity, bosom, ensue, dogged, impious, waver, amendment.

Word Study Activities

2.11. Consult an English-English dictionary for the meaning of the words and phrases listed below. Supplement with more phrases built with the

suggested words. Use the words and the phrases in the context of the text under study and in the context of your set book.

To be due at

draft (to draft)

in accordance with (to accord, accord)

ambitious (ambition)

on the stroke of time

report (to report)

account (to account)

conspicuous (inconspicuous)

to put into possession of the facts

to underlie smth.

serenity (serene)

enterprise (to enterprise)

board (to board, boarding)

to second smth. (second)

auditor (to audit, auditing)

to cut smth. Short

to expire (expiration)

deceased (decease, to decease)

charitable (charity)

impious (pious, piety)

to countenance (countenance)

legality (legal, illegal)

to struck in

to deprecate (deprecation, deprecating)

to amend (amendment)

sane (sanity, insane, insanity)

to move

to receive (reception, receipt)

to adopt (adoption)

to break up

to crop up

2.12. Paraphrase the following sentences using words related to the underlined.

Model: The photograph ironically witnessed what underlay a commercial enterprise.

The photograph was a witness to the irony underlying a commercial enterprise.

- 1) The perpetually antagonistic attitude of Old Jolyon to the Shareholders was veiled under his serene look.
- 2) The matter of the Shareholders' notoriety was their wastefulness of time.
- 3) The superintendent had committed suicide long before his contract expired.
- 4) After the disease of the late Superintendent a sum was allotted to his family to recognize his past services to the company.
- 5) Acts of charity were not the matter of business of the company.
- 6) Only pious performance of one's duties could be approved by the Shareholders.
- 7) One couldn't support that somebody should derelict his duty so gravely.
- 8) The proposal faced the deprecation of many Shareholders.

- 9) An amendment was to be put into the accounts and report striking out the grant.
- 10) The movement against the generous act commenced due to the sanity of the members of the Board.

2.13. Paraphrase the following sentences using synonyms or antonyms of the underlined words.

- 1) In a quarter of an hour he was expected to arrive at the General Meeting of the Stockholders.
- 2) Soames arrived on the dot of time.
- 3) Only six weeks have passed since the telegram came informing that the General Manager of the Mines had committed suicide.
- 4) Old Jolyon detested pretence.
- 5) Shareholders were badly reputed for being wasteful of time.
- 6) The payment to be given to the late Superintendent was for the services he had not offered.
- 7) One of the Shareholders doubted the lawfulness of the payment.
- 8) The suggestion was disapproved altogether.
- 9) I now propose that the reports and accounts be declined and modified by crossing out the premium.
- 10) The Shareholders supported the motion.

2.14. Using dictionaries watch the following synonymic rows. Distinguish the difference in the intensity of their meaning and their pertinence to different spheres of social activities. Give correspondent nouns and make sentences with all respective vocabulary units.

- 1) to disapprove, to deprecate, to depreciate, to denounce, to condemn;
- 2) to approve, to adopt, to approbate.

Text Interpretation

2.15. Make the interpretation of the above text using the questions, given below.

- 1) What information is available about the activities of the activities of the Company and its structure?
- 2) What were the functions of the main characters and how did they fulfil them?
- 3) Does the extract contain the main elements of the composition: the exposition, the climax, the outcome? What can be the climax?
- 4) What conflict is the leading one in the text? Why?
- 5) Find direct references, characterizing the personages.
- 6) Characterize the central figure – Old Jolyon. What is your attitude to the character?
- 7) Give the character sketch of Soames Forsyte. What characteristics prevail in the extract – those of specialist or of a personality?
- 8) Give a short characterization of the minor characters.
- 9) How could you define the theme of the extract? Is it of psychological or of social character?
- 10) What business problems are closely related to the extract?
- 11) Is humanitarianism business or not?

Follow-Up Activities

- 2.16. Discuss the procedural peculiarities of a Shareholders' Meeting and the range of the issues to be discussed there?
- 2.17. Imagine you are the Chairman of a Company. What is within your competence? Is the Chairman responsible before the Shareholders?
- 2.18. Discuss the following questions in groups.
- 1) What main items can be included on the agenda of the meeting?
 - 2) What is a possible structure of a joint-stock company and how does it relate to its tasks?
 - 3) What contradictions can arise at the Shareholders' meetings?
 - 4) What are the ways of settling the disputes between Shareholders?
 - 5) Who can be the Chairman of the Company and what is his role?
 - 6) What are legal boundaries of the activity of the Company?

Role Play Activities

- 2.19. Arrange a Shareholders' Meeting. Play out the discussion of issues under debate and try to solve the arising problems. (Prepare cue-cards for each part).

Part 3

EXTENSIVE READING

Text1

The Financier

after Th.Dreiser

Young Cowperwood would not have been admitted at all, as either a broker or broker's agent or assistant, except that Tighe, feeling that he

needed him and believing that he would be very useful, bought him a seat on ‘change – charging the two thousand dollars it cost as a debt and then ostensibly taking him into partnership. It was against the rules of the exchange to sham a partnership in this way in order to put a man on the floor, but brokers did it. These men who were known to be minor partners and floor assistants were derisively called “eighth chasers” and “two-dollar brokers”, because they were always seeking small orders and were willing to buy or sell for anybody on their commission, accounting, of course, to their firms for their work. Cowperwood, regardless of his intrinsic merits, was originally counted one of their numbers, and he was put under the direction of Mr. Arthur Rivers, the regular floor man of Tighe & Company.

Rivers was an exceedingly forceful man of thirty-five, well-dressed, well-formed, with a hard, smooth, evenly chiseled face, which was ornamented by a short, black moustache and fine, black, clearly penciled eyebrows. His hair came to an odd point at the middle of his forehead, where he divided it, and his chin was faintly and attractively cleft. He had a soft voice, a quiet, conservative manner, and both in and out of his brokerage and trading world was controlled by good form. Cowperwood wondered at first why Rivers should work for Tighe – he appeared almost as able – but afterwards learned that he was in the company. Tighe was the organizer and general hand-shaker, Rivers the floor and the outside man.

It was useless, as Frank soon found, to try to figure out exactly why stocks rose and fell. Some general reasons there were, of course, as he was told by Tighe, but they could not always be depended on.

“Sure, anything can make or break a market” – Tighe explained in his delicate brogue – “from the failure of a bank to the rumour that your second cousin’s grandmother has a cold. It’s a most unusual world, Cowperwood. No man can explain it. I’ve seen breaks in stocks that you

could never explain at all – no one could. It wouldn't be possible to find out why they broke. I've seen rises the same way. My God, the rumour of the stock exchange! They beat the devil. If they're going down in ordinary times some one is unloading, or they're rigging the market. If they're going up – God knows times must be good or somebody must be buying – that's sure. Beyond that – well, ask Rivers to show you the ropes. Don't you ever lose for me, though. That's the cardinal sin in the office.

He grinned maliciously, even if kindly, at that.

Cowperwood understood – none better. This subtle world appealed to him. It answered to his temperament.

There were rumours, rumours, rumours – of great railway and street-car undertaking, land developments, government revision of the tariff, war between France and Turkey, famine in Russia or Ireland, and so on. The first Atlantic cable had not been laid as yet, and news of any kind from abroad was slow and meagre. Still there were great financial figures in the field, men, who, like Cyrus Field, or William H. Vanderbilt, or F.X. Drexel, were doing marvelous things, and their activities and the rumours concerning them counted for much.

Frank soon picked up all the technicalities of the situation. A "bull", he learned, was one who bought in anticipation of a higher price to come; and if he was "loaded up" with a "line" of stocks he was said to be "long". He stood to "realize" his profit, or his margins were exhausted he was "wiped out". A "bear" was one who sold stocks which most frequently he did not have, in anticipation of a lower price, at which he could buy and satisfy his previous sales. He was "short" when he had sold what he did not own, and he "covered" when he bought to satisfy his sales and to realize his profits or to protect himself against further loss in case prices advanced instead of declining. He was in a "corner" when he found that he could not

buy in order to make good the stock he had borrowed for delivery and the return of which had been demanded. He was then obliged to settle practically at a price fixed by those to whom he and other “shorts” had sold.

He smiled at first at the air of great secrecy and wisdom on the part of the younger men. They were so heartily and foolishly suspicious. The older men, as a rule, were inscrutable. They pretended indifference, uncertainty. They were like certain fish after a certain kind of bait, however. Snap! And the opportunity was gone. Somebody else had picked up what he wanted. All had their little note-books. All had their peculiar squint of eye or position or motion which meant “Done! I take you!” Sometimes they seemed scarcely to confirm their sales or purchases – they knew each other so well – but they did. If the market was for any reason active, the brokers and their agents were apt to be more numerous than if it were dull and the trading indifferent. A gong sounded the call to trading at ten o’clock, and if there was a noticeable rise or decline in a stock or a group of stocks, you were apt to witness quite a spirited scene. Fifty to hundred men would shout, gesticulate, shove here and there in an apparently aimless manner, endeavouring to take advantage of the stock offered or called for.

“Five-eighths for five hundred P. and W.,” some one would call – Rivers or Cowperwood, or any other broker.

“Five hundred at three-fourths,” would come the reply from some one else, who either had an order to sell the stock at that price or who was willing to sell it short, hoping to pick up enough of the stock at a lower figure later to fill this order and make a little something besides. If the supply of stock at that figure was large Rivers would probably continue to bid five-eighths. If, on the other hand, he noticed an increasing demand, he

would probably pay three-fourths for it. If the professional traders believed Rivers had a large buying order, they would probably try to buy the stock before he could at three-fourths, believing they could sell it out to him at a slightly higher price. The professional traders were, of course, keen students of psychology; and their success depended on their ability to guess whether or not a broker representing a big manipulator, like Tighe, had an order large enough to affect the market sufficiently to give them an opportunity to “get in and out”, as they termed it, at a profit before he had completed the execution of his order. They were like hawks watching for an opportunity to snatch their prey from under the very claws of their opponents.

Four, five, ten, fifteen, twenty, thirty, forty, fifty, and sometimes the whole company, would attempt to take advantage of the given rise of a given stock by either selling or offering to buy, in which case the activity and the noise would become deafening. Given groups might be trading in different things; but the large majority of them would abandon what they were doing in order to take advantage of a specialty. The eagerness of certain young brokers or clerks to discover all that was going on, and to take advantage of any given rise or fall, made for quick physical action, darting to and fro, the excited elevation of explanatory fingers. Distorted faces were shoved over shoulders or under arms. The most ridiculous grimaces were purposely or unconsciously indulged in. At times there were situations in which some individual was fairly smothered with arms, faces, shoulders, crowded toward him when he manifested any intention of either buying or selling at a profitable rate. At first it seemed quite a wonderful thing to young Cowperwood – the very physical face of it – for he liked human presence and activity; but a little later the sense of the thing as a picture or a dramatic situation, of which he was a part, faded, and he came

down to the clearer sense of the intricacies of the problem before him. Buying and selling stocks, as he soon learned, was an art, a subtlety, almost a psychic emotion. Suspicion, intuition, feeling – these were the things to be “long” on.

Yet in time he also asked himself, who was it who made the real money – the stock-broker? Not at all. Some of them were making money, but they were, as he quickly saw, like a lot of gulls or stormy petrels, hanging on the lee of the wind, hungry and anxious to snap up any unwary fish. Back of them were other men, men with shrewd ideas, subtle resources. Men of immense means whose enterprise and holding these stocks represented, the men who schemed out and built the railroads, opened the mines, organized trading enterprises, and built up immense manufactories. They might use brokers or other agents to buy and sell on ‘change; but this buying and selling must be, and always was, incidental to the actual fact – the mine, the railroad, the wheat crop, the flour mill, and so on. Anything less than straight-out sales to realize quickly on assets, or buying to hold as an investment, was gambling pure and simple, and these men were gamblers. He was nothing more than a gambler’s agent. It was not troubling him any just at this moment, but it was not at all a mystery now, what he was. As in the case of Waterman & Company, he sized up these men shrewdly, judging some to be weak, some foolish, some clever, some slow, but in the main all small-minded or deficient because they were agents, tools, or gamblers – acting for himself or for others – he must employ such. A real man – a financier – was never a tool. He used tools. He created. He led.

Clearly, very clearly, at nineteen, twenty and twenty-one years of age, he saw all this, but he was not quite ready yet to do anything about it. He was certain, however, that his day would come.

Notes:

1. was controlled by good form – behaved like a well-bred man according to current standards
2. hand-shaker (Am.slang) – one who makes capital by merely receiving clients at his office, actual business for the firm being transacted by his agents
3. to make or break a market – to cause a boom or a panic
4. rigging the market (comm.) – causing an artificial rise or fall in price (by manipulation)
5. to show you the ropes (fig.) – to show you the secret springs in the mechanism of Stock Exchange life
6. margin (St.Ex.) – money or security deposited with a broker to safeguard him against loss as a result of falling prices on the stock market
7. P. and W. – Philadelphia and Willington shares
8. to “get in and out” (St.Ex.slang) – to manage to buy and sell in time
9. things to be “long” on (St.Ex.slang used figuratively) – qualities one must possess

Word Study

3.1. Using a dictionary give the definition of the following words:

a broker

an agent

an assistant

stock exchange

a tariff

a stock

an asset

an investment

to bid

to gamble

Skimming

3.2. Answer the following questions:

- 1) Was that the first experience of Frank Cowperwood at the Stock Exchange?
- 2) Who headed the operation during the bidding on behalf of Tighe & Company.
- 3) What rumours underlay the price of the stocks?
- 4) At what price were the shares of Philadelphia and Wilmington bought?
- 5) What was a real financier to be like, in the opinion of Frank Cowperwood?
- 6) How old was Frank Cowperwood at the time?

3.3. Choose the right answers to the following questions:

- 1) Why was Frank Cowperwood admitted to the bidding at the Stock Exchange?
 - a) He had asked that himself.
 - b) His boss thought he needed experience.
 - c) He was an efficient broker.
- 2) What was the function of Frank Cowperwood during the bidding?
 - a) a broker;

- b) a broker's agent;
 - c) a broker's assistant.
- 3) Who was Mr. Rivers?
- a) the boss of the company;
 - b) a broker;
 - c) the head of the team of brokers of the company.
- 4) What can break a market of stocks?
- a) It is quite unpredictable.
 - b) The failure of a bank.
 - c) Somebody's grandmother's disease.
- 5) What was a "bull" according to the stock exchange slang?
- a) The one who bought in anticipation of a higher price to come.
 - b) The one who sold stocks which he did not have.
 - c) The one who bought stocks to protect himself against further loss.
- 6) What meant to be 'in a corner'?
- a) When one had sold what he did not own.
 - b) When one bought to satisfy his sales.
 - c) When one could not buy stocks to cover what he had borrowed.
- 7) What air did the younger men have?
- a) that of indifference and uncertainty;
 - b) that of secrecy and wisdom;
 - c) that of ignorance.
- 8) What did the success of a broker depend on?
- a) knowing the competitors well;
 - b) psychological analysis and seeing manipulators;
 - c) bluff.
- 9) What did Cowperwood like most of all about the biddings.

- a) risk;
- b) noise;
- c) activity.

10) What was real businessman, in Cowperwood's opinion?

- a) an agent;
- b) a gambler;
- c) a financier.

Related Activities

3.4 Transcribe the following words:

derisive, chaser, meager, tariff, technicality, smother, grimace, intricacy, subtlety, psychic, asset, undertaking.

3.5. Suggest the Russian for the following:

'change, ostensible, floor assistant, two-dollar broker, handshaker, margin, to get in and out, specialty, to dart to and fro, street-car, famine, to beat the devil, asset.

3.6 Write out the synonyms for:

to feign, contemptuous, peculiar, chiseled, share, provincial manner of speaking, to cheat, charge, entrepreneurial activity, hunger, scarce, digit, to be exhausted, to screw eyes, perceptible, fall, to sell fast, to offer a price, seller, to call, the grasp of competitors, victim, to encourage, to stifle, beneficial, complexity, to catch, allocation of money, a risky person, defective.

3.7. Write out from the text the antonyms for:

casual, to be frank, seriously, uncharacteristic, flaw, bushy (eyebrows), it is ordinary, lavish, to be in a good state, understandable, rise, hunter, usual case, to linger, an obvious thing, simplicity, to release (fish), to hold a fair play.

3.8. Give the derivatives for the following:

to admit, charge, derisive, to commit, to load, malice, to exhaust, technical, to rise, to decline, to bid, to trade, deaf, special, intricate, subtle, psyche, enterprise, to gamble, deficient.

Speaking Activities

3.9. Draw the character sketch of Frank Cowperwood, find supporting evidence in the text.

3.10. In the name of Frank Cowperwood speak of the advantages of being a financier.

3.11. Describe the above biddings in the name of:

- a) the boss;
- b) the 'handshaker';
- c) the floor man;
- d) the winning party;
- e) the losing party.

3.12. Role Play.

Act out a bidding procedure at the stock exchange, having prepared cue cards for the above mentioned participants.

Part 4

EXTENSIVE READING

(continued)

THE TRIAL

On the morning of his case, which was second in the list, Soames was again obliged to start without seeing Irene, and it was just as well, for he had not as yet made up mind what attitude to adopt toward her.

He had been requested to be in court by half-past ten, to provide against the event of the first action (a breach of promise) collapsing, which however it did not, both the sides showing a courage that afforded Waterbuck, Q.C., an opportunity for improving his already great reputation in this class of case. He was opposed by Ram, the other celebrated breach of promise man. It was a battle of giants.

The Court delivered judgment just before the luncheon interval. The Jury left the box for good, and Soames went out to get something to eat. He met James standing at the little luncheon-bar, like a pelican in the wilderness of the galleries, bent over a sandwich with a glass of sherry before him. The spacious emptiness of the great central hall, over which father and son brooded as they stood together, was marred now and then for a fleeting moment by barristers in wig and gown hurriedly bolting across, by an occasional old lady or rusty-coated man, looking up in a frightened way, and by two persons, bolder than their generation, seated in an embrasure arguing. The sound of their voices arose, together with a

scent as of neglected wells, which, mingling with the odour of the galleries, combined to form the savour, like nothing but the emanation of a refined cheese, so indissolubly connected with the administration of British justice.

It was not long before James addressed his son.

“When’s your case coming on? I suppose it’ll be on directly, I shouldn’t wonder if this Bisinney’d say anything; I should think he would have to. He’ll go bankrupt if it goes against him.” He took a large bite at his sandwich and a mouthful of sherry. “Your mother,” he said, “wants you and Irene to come and dine to-night.”

A chill smile played round Soames’ lips; he looked back at his father. Anyone who had seen then look, cold and furtive, thus interchanged, might have been pardoned for not appreciating the real understanding between them. James finished his sherry at a draught.

“How much?” he asked.

On returning to the court Soames took at once his rightful seat on the front bench beside the solicitor. He ascertained where his father was seated with a glance so sidelong as to commit nobody.

James, sitting back with his hands clasped over the handle of his umbrella, was brooding on the end of the bench immediately behind counsel, whence he could get away at once when the case was over. He considered Bosinney’s conduct in every way outrageous, but he did not wish to run against him, feeling that the meeting would be awkward.

Next to the Divorce Court, this court was, perhaps, the favourite emporium of justice, libel, breach of promise, and other commercial actions being frequently decided there. Quite a sprinkling of persons unconnected with the law occupied the back benches, and the hat of a woman or two could be seen in the gallery.

The two rows of seats immediately in front of James were gradually filled by barristers in wigs, who sat down to make pencil notes, chat, and attend to their teeth; but his interest was soon diverted from these lesser lights of justice by the entrance of Waterbuck, Q.C., the wings of his silk gown rustling, and his red, capable face supported by two short, brown whiskers. The famous Q.C. looked, as James freely admitted, the very picture of a man who could heckle a witness.

For all his experience, it so happened that he had never seen Waterbuck, Q.C., before, and, like many Forsytes in the lower branch of the profession, he had an extreme admiration for a good cross-examiner. The long, lugubrious folds in his cheeks relaxed somewhat after seeing him, especially as he now perceived that Soames alone was represented by silk.

Waterbuck, Q.A.C., had barely screwed round on his elbow to chat with his Junior before Mr. Justice Bentham himself appeared – a thin, rather hen-like man, with a little stoop, clean-shaven under his snowy wig. Like all the rest of the court, Waterbuck rose, and remained on his feet until the Judge was seated. James rose but slightly; he was already comfortable, and had no opinion of Bentham, having sat next but one to him at dinner twice at the Bumley Tomms'. Bumley Tomm was rather a poor thing, though he had been so successful. James himself had given him his first brief. He was excited, too, for he had just found out that Bosinney was not in Court.

‘Now, what’s he mean by that?’ he kept on thinking.

The case having been called on, Waterbuck, Q.C., pushing back his papers, hitched his gown on his shoulder, and, with a semi-circular look around him, like a man who is going to bat, arose and addressed the Court.

The facts, he said, were not in dispute, and all that his Lordship would be asked was to interpret the correspondence which had taken place

between his client and the defendant, an architect, with reference to the decoration of a house. He would, however, submit that this correspondence could only mean one very plain thing. After briefly reciting the history of the house at Robin Hill, which he described as a mansion, and the actual fact of expenditure, he went on as follows:

“My client, Mr. Soames Forsyte, is a gentleman, a man of property, who would be last to dispute any legitimate claim that might be made against him, but he was met with such treatment from his architect in the matter of this house, over which he has, as your Lordship has heard, already spent some twelve – some twelve thousand pounds, a sum considerably in advance of the amount he had originally contemplated, that as a matter of principle – and I cannot too strongly emphasize – as a matter of principle, and in the interests of others, he has himself compelled to bring this action. The point put forward in defence by the architect I will suggest to your Lordship is not worthy of a moment’s serious consideration.” He then read the correspondence.

His client, “man of recognized position,” was prepared to go into the box,, and to swear that he never did authorize, that it was never in his mind to authorize, the expenditure of any money beyond the extreme limit of twelve thousand and fifty pounds, which he had clearly fixed; and not further to waste the time of the Court, he would at once call Mr. Forsyte.

Soames then went into the box. His whole appearance was striking in its composure. His face, just supercilious enough, pale and clean-shaven, with a little line between the eyes and compressed lips; his dress in unostentatious order, one hand neatly gloved, the other bare. He answered the questions put to him in a somewhat low, but distinct voice. His evidence under cross-examination savoured of taciturnity.

“Had he not used the expression, ‘a free hand’?”

“No.”

“Come, come!”

“The expression he had used was ‘a free hand in the terms of this correspondence’.”

“Would he tell the court that that was English?”

“Yes!”

“He was not an Irishman?”

“No.”

“Was he a well-educated man?”

“Yes.”

Throughout this and much more cross-examination, which turned again and again around the “nice point”, James sat with his hand behind his ear, his eyes fixed upon his son.

He was proud of him! He could not but feel that in similar circumstances he himself would have been tempted to enlarge his replies, but his instinct told him that this taciturnity was the very thing. He sighed with relief, however, when Soames, slowly turning, and without any change of expression, descended from the box.

When it came to the turn of Bosinney’s Counsel to address the Judge, James redoubled his attention, and he searched the Court again and again to see if Bosinney were not somewhere concealed.

Young Chancery began nervously; he was placed by Bosinney’s absence in an awkward position. He therefore did his best to turn that absence to account.

He could not but fear – he said – that his client had met with an accident. He had fully expected him there to give evidence; they had sent round that morning both to Mr. Bosinney’s office and to his rooms (though he knew they were one and the same, he thought it was as well not to say

so), but it was not known where he was, and this he considered to be ominous, knowing how anxious Mr. Bosinney had been to give his evidence. He had not, however, been instructed to apply for an adjournment, and in default of such instruction he conceived it his duty to go on. The plea on which he somewhat considerably relied, and which his client, had he not unfortunately been prevented in some way from attending, would have supported by his evidence, was that such an expression as “free hand” could not be limited, fettered, and rendered unmeaning, by any verbiage which might follow it. He would go further and say that the correspondence showed that whatever he might have said in his evidence, Mr. Forsyte had in fact never contemplated repudiating liability on any of the work ordered or executed by his architect. The defendant had certainly never contemplated such a contingency, or, as was demonstrated by his letters, he would never have proceeded with the work – a work of extreme delicacy, carried out with great care and efficiency, to meet and satisfy the fastidious taste of a connoisseur, a rich man, a man of property. He felt strongly on this point, and feeling strongly he used, perhaps, rather strong words when he said that this action was of a most unjustifiable, unexpected, indeed unprecedented character. If his Lordship had had the opportunity that he himself had made it his duty to take, to go over this very fine house and see the great delicacy and beauty of the decorations executed by his client – an artist in his most honourable profession – he felt convinced that not for one moment would his Lordship tolerate this, he would use no stronger word than, daring attempt to evade legitimate responsibility.

Taking the text of Soames’ letters, he lightly touched on “Boileau v. The Blasted Cement Company, Limited”. “It is doubtful,” he said, “what that authority has decided; in any case I would submit that it is just as much

in my favour as in my friend's." He then argued the "nice point" closely. With all due deference he submitted that Mr.Forsyte's expression nullified itself. His client not being a rich man, the matter was a serious one for him; he was a very talented architect, whose professional reputation was undoubtedly somewhat at stake. He concluded with a perhaps too personal appeal to the Judge, as the lover of the arts, to show himself as a protector of artists, from what was occasionally – he said occasionally – the too iron hand of capital. "What," he said, "will be the position of the artistic professions, if men of property like this Mr.Forsyte refuse, and are allowed to refuse, to carry out the obligations of the commissions which they have given,""... He would now call his client, in case at the last moment have found himself able to be present.

The name Philip Baynes Bosinney was called three times by the Ushers, and the sound of the calling echoed with strange melancholy throughout the Courty and Galleries.

The crying of this name, to which no answer was returned, had upon James a curious effect: it was like calling for your lost dog about the streets. And the creepy feeling that it gave him, of a man missing, grated on his sense of comfort and security – in his cosiness. Though he could not have said why, it made him feel uneasy.

He looked now at the clock – a quarter to three! It would be all over in a quarter of an hour. Where could the young fellow be?

It was only when Mr.Justice Bentham delivered judgment that he got over the turn he had received.

Behind the wooden plateau by which he was fenced from more ordinary mortals, the learned Judge leaned forward. The electric light, just turned on above his head, fell on his face, and mellowed it to an orange hue beneath the snowy crown of the wig; the amplitude of his robes grew

before the eyes; his whole figure, facing the comparative dusk of the court, radiated like some majestic and sacred body. He cleared his throat, took a sip of water, broke the nib of a quill against the desk, and, folding his bony hand before him, began.

To James he suddenly loomed much larger than he had ever thought Bentham would loom. It was the majesty of the law; and a person endowed with a nature far less matter-of-fact than that of James might have been excused for failing to pierce his halo, and disinter therefrom the somewhat ordinary Forsyte, who walked and talked in everyday life under the name of Sir Walter Bentham.

He delivered judgment in the following words:

“The facts in this case are not in dispute. On May 15 last the defendant wrote to the plaintiff, requesting to be allowed to withdraw from his professional position in regard to the decoration of the plaintiff’s house, unless he were given ‘a free hand’. The plaintiff, on May 17, wrote back as follows: ‘In giving you, in accordance with your request, this free hand, I wish you to clearly understand that the total cost of the house as handed over to me completely decorated, inclusive of your fee (as arranged between us) must not exceed twelve thousand pounds. To this letter the defendant replied on May 18. ‘If you think that in such a delicate matter as decoration I can bind myself to the exact pound, I am afraid you are mistaken. ‘On May 19 the plaintiff wrote as follows: ‘I did not mean to say that if you should exceed the sum named in my letter to you by ten or twenty or even fifty pounds there would be any difficulty between us. You have a free hand in the terms of this correspondence, and I hope you will see your way to completing the decorations’. On May 20 the defendant replied thus shortly: ‘Very well’.

“In completing these decorations, the defendant incurred liabilities and expenses which brought the total cost of this house up to the sum of twelve thousand four hundred pounds, all of which expenditure has been defrayed by the plaintiff. This action has been brought by the plaintiff to recover from the defendant the sum of three hundred and fifty pounds expended by him in excess of a sum of twelve thousand and fifty pounds, alleged by the plaintiff to have been fixed by this correspondence as the maximum sum that the defendant had authority to expend.

“The question for me to decide is whether or not the defendant is liable to refund to the plaintiff this sum. In my judgment he so liable.

“What in effect the plaintiff has said is this: ‘I give you a free hand to complete these decorations, provided that you keep within a total cost to me of twelve thousand pounds. If you exceed that sum by as much as fifty pounds, I will not hold you responsible; beyond that point you are no agent of mine, and I shall repudiate liability.’ It is not quite clear to me whether, had the plaintiff in fact repudiated liability under the agent’s contracts, he would under all the circumstances, have been successful in so doing; but he has not adopted this course. He had accepted liability, and fallen back upon his rights against the defendant under the terms of the father’s engagement.

“In my judgment the plaintiff is entitled to recover this sum from the defendant.

“It has been sought, on behalf of the defendant, to show that no limit of expenditure was fixed or intended to be fixed by this correspondence. If this were so, I can find no reason for the plaintiff’s importation into the correspondence of the figures of twelve thousand pounds and subsequently of fifty pounds. The defendant’s contention would render these figures meaningless. It is manifest to me that by this letter of May 20 he assented

to a very clear proposition, by the terms of which he must be held to be bound.

“For these reasons there will be judgment for the plaintiff for the amount claimed with costs.”

James sighed, and stooping, picked up his umbrella which had fallen with a rattle at the words “importation into this correspondence”.

Untangling his legs, he rapidly left the Court; without waiting for his son, he snapped up a hansom cab (it was a clear, grey afternoon) and drove straight to Timothy’s where he found Swithin; and to him, Mrs. Septimus Small, and Aunt Hester, he recounted the whole proceedings, eating two muffins not altogether in the intervals of speech.

“Soames did very well,” he ended; “he’s got his head screwed on the right way. This won’t please Jolyon. It’s a bad business for that young Bosinney; he’ll go bankrupt, I shouldn’t wonder,” and then after a long pause, during which he had stared disquietly into the fire, he added:

“He wasn’t there – now why?”

There was a sound of footsteps. The figure of a thickset man, with a ruddy brown face of robust health, was seen in the back drawing-room. The forefinger of his upraised hand was outlined against the back of his frock coat. He spoke in a grudging voice.

“Well, James,” he said; “I can’t stop.” And turning round, he walked out.

It was Timothy.

James rose from his chair. “There!” he said; “there! I knew there was something wro—” He checked himself, and was silent, staring before him, as though he had seen a portent.

Vocabulary Notes:

1) court – either the juridical institution passing judgements or the procedure of doing so;

2) trial – only the mentioned procedure;

3) proceedings – the process of the trial;

4) a suit – a claim of one party at the court to the other;

5) a plaintiff (a suitor) – the party bringing the suit against the other party at court;

1) a defendant – a party against which the suit is brought;

2) a judge (justice) – the authority at court passing judgement;

3) a jury – a board of authorized persons in charge of taking the verdict of the trial;

4) an attorney – (in criminal court) a person in charge of presenting accusations to the defendant;

5) a defender – the lawyer defending the interests of the party;

6) a barrister – a lawyer who has the right to speak and argue in higher law courts;

7) a counsel – a barrister giving advice in a law case for the prosecution or defence;

8) a solicitor – a lawyer who prepares legal documents, advises clients on legal matters and speaks on their behalf in lower courts.

Skimming

4.1. Choose the right answers according to the text.

1) Why did Soames have to appear in court at half-past ten?

- a) The proceedings of his case against Bosinney started at this time.
 - b) He had another case to act as a lawyer.
 - c) He had agreed to meet his father.
- 2) Who was Mr. Soames' solicitor?
- a) Mr. Waterbuck, Q.C.;
 - b) Sir Walter Benrham;
 - c) Mr. Chankery.
- 3) Who was the first to speak at the proceedings of the court?
- a) the Judge;
 - b) Soames;
 - c) Mr. Waterbuck.
- 4) Why did Soames go to the box?
- a) to give evidence against Bosinney;
 - b) for cross-examination;
 - c) to talk to the Judge.
- 5) How did Soames speak at the cross-examination?
- a) He was nervous.
 - b) He was voluble.
 - c) He was composed and taciturn.
- 6) Why was Bosinney's lawyer in an awkward position?
- a) He was too young and inexperienced.
 - b) Q.C. Waterbuck was a too strong opponent.

- c) Mr.Bosinney was absent.
- 7) What was the guideline of Mr.Chankery's defence?
- a) He spoke about Soames's breach of promise.
 - b) He pointed to Mr.Bosinney's involuntary error in money matters.
 - c) He opposed the world of art to the world of capital.
- 8) What was Mr.Bentham's judgement?
- a) to refund the sum to the plaintiff;
 - b) to find a compromise;
 - c) to adjourn the case.

Word Study

4.2. Transcribe the following words:

embrasure, draught, libel, emporium, lugubrious, ominous, verbiage, repudiate, liability, expenditure, subsequent, assent, robust, portent.

4.3. Give the Russian equivalents for the following:

a breach of promise case, to deliver judgment, jury, barrister, at a draught, to run up against, libel, sprinkling of persons, cross-examiner, a little stoop, legitimate claim, to bring the action, to go into the box, unostentatious, an Irishman, to turn into account, adjournment, to repudiate liability, to withdraw form

one's position, to incur liabilities, to allege, to refund the sum, to assent, to have one's head screwed on the right way.

4.4. Find synonyms for the following:

to take the attitude, to be asked, the first trial, to pass judgment, to think hard, to spoil, inalienably tied, at a gulp, legal allegation, to bring the suit, to turn to use, postponement, in the absence of instructions, to reject responsibility, to deny, to cause obligations, to refund the sum, to be bound, to have the right, evident, to agree, red face, good health, omen, dispute.

4.5. Find antonyms for the following:

to perfection, tastelessness, dissoluble, to savour a drink, merry, erect stature, to put down, to prohibit, nervousness, ostentatious, volubility, consistency, with smth. available, to accept liability, legitimate, to take responsibility upon oneself, ignorant, to accept one's position, to reject liabilities (to refuse to pay), to release from liabilities, to misuse one's rights, consent, to disagree, unclear.

4.6. Find the derivatives of the following words in the text:

to dissolve, to defend, Lord, law, authority, composed, taciturn, to contradict, to examine, to account, to adjourn, omen, verb, liable, responsible, null, to learn, to fund, to cover, to respond.

Scanning

4.7. Speak about the following abstracts of the texts, giving all the possible details characterizing the professional abilities of the involved personages, and support it with necessary evidence:

- a) the case, proceeded in the morning;
- b) Q.C.Waterbuck's speech;
- c) Soames's cross-examination;
- d) James' opinion of his son;
- e) Young Chankery's defence;
- f) Mr.Bentham's judgment.

4.8. Consider the case 'Forsyte vs. Bosinney from the point of view of the following characters, give grounds to sustain your poit of view:

- a) Soames Forsyte;
- b) James Forsyte;
- c) Bosinney;
- d) Mr.Waterbuck;
- e) Mr.Chankery;
- f) The Judge.

4.9. Act out the conversations between:

- a) Soames & James;
- b) Soames & his solicitor;
- c) Bosinney & his defender;
- d) Mr.Waterbuck & Mr.Chankery.

Related Speaking Activities

4.10. Draw the character sketches of Soames and James Forsyte. Give facts, supporting your point of view.

4.11. Determine the composition of the abstract and define its controlling idea. Account for your decision.

4.12. Analyze the legislative system of Great Britain, basing on the facts of the text.

4.13. Imagine you were a judge at that trial. What your possible decision would be.

4.14. Work in pairs. One is on the view point of the upper hand of the capital above all. The other is an advocate and admirer of art.

4.15. Role Play.

Arrange a discussion of different types of juridical systems, fair and unfair judgments, impartiality of judges and the perfection of court proceedings.

Part 5

Listening Activities

A Month's Notice

The list of characters:

Jim – the husband

Maggie – the wife

Mr.Jenkins – the manager of the travel agency

Mrs.Ingoldsby-Orme – the prospective lodger

Pre-Listening Activities

5.1. Before listening study the following words:

a month's notice – a notification of prospective dismissal from a job

to get into a rut – to be used to a certain routine

mortgage – a payment made on real estate property

rusty (about a language) – not practised for a long time

to let a room – to let a lodger occupy a room for a rent pay

shorthand – stenography

testimonial – a reference letter given to an employee by his firm to present to other employers

to do well in Maths – to be keen on Mathematics

to have alternate Saturday mornings free – to be free every other Saturday

dissention – disagreement, discomfort

cupboard room – space in the cupboard

5.2. Listen to the recording. Check your understanding completing the following through the multiple choice.

1. What was Maggie's bad news?

- a) She had lost some money.
- b) She had quarrelled with her boss.
- c) She had to be dismissed from work.

2. Which of the debts worried the couple least of all?
 - a) the debt to the father;
 - b) the loan at the bank;
 - c) paying off the mortgage;
3. What were the spouses the most extravagant about?
 - a) clothing;
 - b) books;
 - c) decoration of the house.
4. Why couldn't Mr.Jenkins speak to Maggie just when she came?
 - a) He had some important visitors.
 - b) He was signing some papers.
 - c) He didn't want to see her.
5. What was Maggie the most proficient about?
 - a) accounts;
 - b) French;
 - c) shorthand and typing.
6. What was the main disadvantage of the job?
 - a) the salary;
 - b) the working Saturdays;
 - c) the vacation.
7. Why was Maggie welcomed?
 - a) for her skills;
 - b) for good testimonial;
 - c) for good character.
8. Who was Mrs.Ingoldsby-Orme?
 - a) a great scientist;
 - b) a neighbour;
 - c) a would-be lodger.

9. What was Mrs.Ingoldby-Orme's main requirement?
 - a) a good room;
 - b) pleasant landlords;
 - c) congenial atmosphere.
- 10.What made Mrs.Ingoldsby-Orme refuse the room?
 - a) the scarcity of cupboard room;
 - b) bad wall paper;
 - c) Jim's promise to smoke everywhere and have the radio on all day.

Related Speaking Activities

5.3. Act out the conversation between Jim and Maggie about their money worries.

5.4. Arrange the interview assessing Maggie's skills for the would-be work at the travel agency.

5.5. Make a dialogue between the landlords and the prospective lodger, imagining the following situation:

- a) the landlords and the lodger are content with each other;
- b) the lodger is a most disagreeable person;
- c) the landlord is reluctant to let the premises;
- d) both the landlord and the lodger are unsympathetic to each other.

5.6. You have a loan at the bank. Discuss the terms of the loan with the bank manager.

5.7. You have decided to set up an enterprise in a chosen sphere. A management consultant holds a psychological test with you to determine whether you are capable to make a good manager. The following list of questions will help the specialist to determine your professional aptitude for the chosen business.

Your Actual Competence:

- 1) Do you like responsibility?
- 2) Have you got any idea of the commercial and managerial matters?
- 3) Do you prefer to command to receiving orders?
- 4) Are you ready to work at times 60 hours a week?

Your Financial Background:

- 5) Do you dispose of a sufficient capital to start business?
- 6) Have you got a possibility of loaning (family, friends, bank, ...)
- 7) Do you think to obtain profit since the first year?
- 8) Would you be disposed at the start to get less than your previous salary?
- 9) Do you know the sale prices of your competitors?

Your Implantation

- 10) Does your localization permit to recruit qualified personnel?

- 11) Do you know the situation and the economic tendencies of your region?
- 12) Have you sufficiently studied the disposition of your future business premises?

Your Market

- 13) Have you determined the category of your would-be customers?
- 14) Does your production meet the requirements of the actual needs?
- 15) Do you know the strong and the weak points of your products?

Part 6

Extensive Reading

Documentation Review

Text 1

Contract N

Date of Contract

Moscow

Messrs ... (name of the firm)... (city) ... (country) hereinafter referred to as the Sellers on the one hand, and Messrs ... (name of the firm) ... (country) hereinafter referred to as the Buyers, on the other hand, have concluded the present Contract as follows:

1. Object of Contract

The Sellers have sold and the Buyers have bought on FOB (Karachi/Hong Kong) ... (city) with the stowage basis Ready Made

garments in the quantity, assortment, at prices and according to technical conditions as stated in Supplement No 1 being an integral part of the present Contract.

2. Quantity and Quality of Goods

The quantity of goods shall conform to the technical conditions laid down in Supplement No 1 to the present Contract. The quality of the goods shall conform to the samples agreed and certified by the parties.

3. Price

The price is fixed in ... (currency) and understood FOB ... (city). The price of the goods includes the cost of tare, packing and marking, lighterage, loading of the goods aboard a vessel, including stowage to the holds/stevedoring are effected by the Sellers labour and means and paid for by them on their account.

4. Delivery Dates

The delivery of the goods under the present Contract shall be effected within ... days of the receipt of the Buyers L/C by the Sellers. The Sellers have the right to effect advanced delivery of goods on the Buyers' consent. The date of the Bill of Lading is considered as the delivery date.

5. Packing and Marking

Packing shall secure full safety of the goods and protect them against any damages during transportation by all transport means taking into account transshipment, as well as to protect the goods against atmospheric effect. Each item shall be put in an individual box, then the goods shall be

packed into strong cases which shall be banded with adhesive tape. Each case shall be tightly hooped with 2 unicolour one piece, unbstretchable, synthetic bands, whose ends and the crossing points shall be locked.

Each case shall contain a packing list, showing case number, Contact number, description of goods, article, model, quantity of items per sizes and total quantity. Number of cases to be shipped under one Bill of Lading shall not be repeated.

From the first to the last shipment each case shall contain one and the same number of items.

Each case shall be stencilmarked three sides with indelible paint, as follows:

- Buyer;
- Case number;
- Contact number;
- Consignee;
- Gross/net weight;
- Articles and Model of Garment;
- Quantity of items per case;
- Brief name of the selling Firm.

The cases, an individual packing as well as the goods shall bear no marks or symbols not relating to the object of the present Contract.

If the goods are shipped in a defective packing the Buyers have the right to negotiate the claim with the Sellers.

The goods delivered and packing shall not have quarantine vermins. In case of fumigation of the cargo at the port of destination all the expenses shall be charged to the Sellers' account.

6. Way of Shipment.

The goods under the present Contract shall be shipped on FOB basis ... (city). The consignments of the goods are completed in accordance with the Buyers' shipping instructions. The shipment of goods shall be effected in Russian technically sound 20 ft containers.

On shipment of goods it is prohibited to place in the packages to be shipped any extraneous things having no relation to the object of the present Contract. Containers shall be stuffed up to the full capacity. Packing of goods shipped in a container shall conform to the requirements set out in Clause 5.

Each container shall contain 2 copies of container specification stating quantities and pkg nos, stuffed in a container.

Each Bill of Lading shall show Contract No, recipient (according to the shipping instructions), goods, quantity of goods, packages and their numbers, container number, impressions of seals, gross and net weight in kg and volume of the goods in cubic metres.

It is not allowed to repeat numbers of cases in one container. All the originals and copies of B/L shall show the following:

- 1) Shipped on Board.
- 2) All the expenses connected with stuffing the goods in Containers in the territory of the Sellers and their loading aboard a vessel are to be paid by the Sellers and for their account.

All the originals and copies of B/L shall be signed by the Master or the shipowners agent. No discrepancies between B/L and copies are allowed.

Immediately upon shipment of the goods but not later than within 24 hours the Sellers shall cable to inform the Buyers and ... (the port of destination) of the following:

- Name of vessel

- Date of voyage
- Bill of Lading No
- Name of goods
- Article, model
- Quantity of cases, containers
- Contract No
- Gross and net weight in kg
- 100% value of the goods.

The Sellers shall provide for dispatch by Masters mail of 4 non-negotiable copies of B/L and 4 specifications to be handed over at the port.

Moreover, the Sellers shall airmail to the Buyers' address 2 Invoice copies and non-negotiable B/L copies not later than the third day after the shipment of the goods.

7. Acceptance of the Goods

The goods are considered delivered:

- per quantity of packages – according to that stated in Bill of Lading;
- per quantity of items – according to the Specification and Packing Lists;
- per quality – according to the quality stated in the Quality Certificate issued by the Sellers.

8. Payment

Prices are fixed in ... (currency).

Each lot of the goods shall be covered by a separate Bill of Lading and a separate Invoice showing description of goods, article, model,

quantities of items shipped both separately per each size and totals per quantity and amount, and the prices of items.

Payment for the goods delivered shall be effected through an irrevocable, confirmed Letter of Credit to be opened within ... days of the date of signing the present Contract in favour of ... (name of the firm) with the period of validity ... days from the date of the Contract.

Payment shall be made against the following documents:

- full set of "Clean on Board" Bills of Lading, issued in the name of ...;
- Invoice in triplicate;
- Insurance Certificate
- Container Specification in the copies;
- recapitulation statement including quantity of items per each article, style and size;
- a copy of cable advice to the Buyers' address of the shipment effected;
- master's Receipt to the effect that he has received 4 copies of Bill of Lading and 4 copies of specification to be handed over with the cargo at the port of destination;
- the Sellers shall submit the above documents to the Bank for payment within 10 days upon the shipment of the goods.

9. Claims

Claims can be made by the Buyers on the Sellers not later than 60 days after the arrival of the goods at the port of destination in ... (name of the country) – for quality – in case of its noncompliance to that stipulated in the Contract or shortage of packages.

Contents and grounds of any claim shall be confirmed either by an Expert's Report or by a Report made up with the participation of a representative of an uninterested competent organization in the ... (country). The above Report is the final and binding document for both parties, confirming the quantity and quality of the goods received in ... (country) and the ground for effecting any eventual recalculations.

The Sellers shall consider the claim and reply in essence within 20 days of the date of its receiving.

In case of the delay in shipping the goods from ... (the Buyers' port) through the Sellers' fault (fumigation of the goods, arrival of the goods in damaged containers under claused Bill of Lading), the time of presenting claims shall be extended correspondingly for a period of the delay in shipping the goods from the port. The Sellers shall be informed of that in writing.

10. Force-Majeure

1) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations if the non-performance results from such circumstances as flood, fire, earthquake and other acts of God as well as war or military operations that have arisen after the conclusion of the Contract. If any of such circumstances directly affected the performance of obligations in the time period stipulated in the Contract, this time period is extended correspondingly for a period during which such circumstance lasts.

2) The party for which the performance of obligation became impossible is to notify the other party in a written form of the beginning, expected time of duration and cessation of the above circumstances immediately, however not later than 10 days from the time of their

beginning and cessation. The facts contained in the notification should be confirmed by a Chamber of Commerce and Industry or other competent authority or organization of the respective country. Failure to notify or untimely notification deprives the Sellers of the right to refer to any of the above circumstances as a reason relieving from liability for non-performance of an obligation.

3) If the impossibility of complete or partial performance of an obligation lasts for more than 3 months the Buyers shall have the right to cancel the Contract totally or partially without the obligation to indemnify the possible losses (including expenses of the Sellers).

11.Arbitration

All disputes, differences which may arise out or in connection with the present Contract are to settled by jurisdiction of ordinary courts being excluded, by the Arbitration at the CCI ... (country) in accordance with the Regulation of said Arbitration.

12.Other Conditions

All dues, port, dock dues/taxes and custom duties levied in the territory of the Sellers' country connected with the execution of the present Contract shall be paid by the Sellers and for their account.

The Sellers are bound to obtain Export licenses, wherever required.

From the moment of signing the present Contract all the previous discussions and correspondence thereon become null and void.

Neither party has the right to assign its rights and obligations under the present Contract to the third person without a written consent thereto of other party. Any amendments and supplements to the present Contract are

valid only if made in writing and signed by duly authorised representatives of both parties.

13. Legal Addresses of the Parties

SELLERS: _____

BUYERS: _____

CONSIGNEE: _____

Sellers	Buyers
(signature)	(signature)

Notes:

- 1) Messrs – formal address to a group of gentleman, particularly the company administration;
- 2) Hereinafter, hereto, herein, etc. – bookish adverbs used in business documentation;
- 3) FOB – one of terms of delivery (free on board);
- 4) L/C – letter of credit (a manner of payment) which provides the transfer of money to the Sellers' account at a Bank before the delivery of the goods;
- 5) Bill of Lading (B/L) – the shipping document, certifying the names of consigned goods, their quantity, price, and the whole value;
- 6) Invoice – financial document requiring payment for the rendered goods or services;
- 7) Master's receipt – the document, signed by the Captain of the ship and certifying he has received the mentioned goods on board;

- 8) Force-majeure – the circumstances not depending on the parties of the Contract;
- 9) CCI – Chamber of Commerce and Industry.

Word Study

6.1. Explain the meaning of the following words from the text:

tare, lightering, stowage, hold, stevedoring, adhesive, stencilmarked, indelible, consignee, fumigation, clause, packing list, irrevocable, validity, triplicate.

6.2. Find synonyms for the following words and word combinations in the text:

appendix, inalienable, to comply with, packing, ship, to perform, reception, agreement, to provide, security, band, clothing, to refer to, to talk over, in compliance with, extra, disproportion, shipment, three copies, to present, to pass over, failure of compliance, unconcerned, compulsory document, emergency factors, to influence, to appear, fulfillment, liability, to agree upon earlier, to inform, end, to compensate, above-mentioned, duty to pay.

6.3. Find antonyms for the following in the text:

multicolour, stretchable, negotiable, interested, performance, continuation, timely, to give the right, to lay responsibility, totally, to accept the contract, to include, valid, authorised.

6.4. Find English equivalents for the following:

настоящий контракт, в дальнейшем именуемый, приложение, укладка в трюмы, по данному контракту, атмосферное воздействие, коносамент, грузополучатель, до полной загрузки, вес брутто и нетто,

расхождение между документами, счет-фактура, по количеству, по качеству, безотзывный подтвержденный аккредитив, в трех экземплярах, страховое свидетельство, расписка капитана в получении, груз, представить вышеуказанные документы, несоответствие качеству, обусловленное в контракте, недостаток тары, уведомить другую сторону, несвоевременное уведомление, возместить убытки, сборы, портовые и доковые налоги, таможенные расходы, освободить от ответственности, терять силу, изменения и дополнения к данному контракту, передавать свои права, действительно в случае подписания уполномоченными лицами.

Related Speaking Activities

6.5. Arrange the negotiation discussing the terms of the contract:

- a) the quantity, the quality of the goods and their price;
- b) terms of delivery;
- c) packing and marking;
- d) terms of payment;
- e) claims;
- f) force majeure.

6.6. The previous time you were dissatisfied with a certain aspect of the compliance of the contract. Arrange the talks with the other party, pointing out your claims:

- a) there was a delay in delivery;
- b) there were defects in packing;
- c) there were many defective goods;
- d) the documentation was made up improperly;

e) the payment was made untimely.

Writing Activities

6.7. Draw up a contract concerning delivery of goods, covering all the necessary clauses.

6.8. The other party has violated the terms of the contract. Make up an application to the arbitration court, stating all your claims.

Text 2

GUARANTY FOR VALUE RECEIVED and in consideration of any
loan or
other financial accommodation heretofore or hereafter at any
time made or granted to _____

—
(hereinafter called the "debtor") by FIRST NATIONAL BANK OF
WHEELING, (hereinafter, together with its successors and
assigns, called the "Bank"), the undersigned hereby
unconditionally guarantees the full and prompt payment when
due, whether by acceleration or otherwise, and at all times
thereafter, of all obligations of the Debtor to the Bank,
howsoever created, arising or evidenced, whether direct or
indirect, absolute or contingent, or now or hereafter
existing, or due or to become due (all such obligations being
hereinafter collectively called the Liabilities, or any part
thereof, and in enforcing this guaranty. The right of

recovery against the undersigned is, however, limited to the amount of _____ Dollars (\$ _____), plus interest on such amount and plus all expenses of enforcing this guaranty.

Each of the undersigned agrees that, in the event of the death, incompetence, dissolution or insolvency of the Debtor or undersigned for the benefit of the creditors, or the institution of any proceeding by or against the Debtor or such undersigned to pay debts as they mature, or an assignment by the Debtor or such undersigned for the benefit of creditors, or the institution of any proceeding by or against the Debtor or such undersigned alleging that the Debtor or such undersigned is insolvent or unable to pay debts as they mature, and if such event shall occur at a time when any of the Liabilities may not then be due and payable, such undersigned will pay to the Bank forthwith the full amount which would be payable hereunder by such undersigned if all Liabilities were then due and payable.

The undersigned further agrees that this guaranty shall continue to be effective or to be reinstated, as the case may be, if at any time payment, or any part thereof, of the Liabilities to the Bank is rescinded or must otherwise be returned by the bank upon the insolvency, bankruptcy, or reorganization of the Debtor or otherwise, all as though such payment to the bank has not been made.

The Bank may, without demand or notice of any kind, at any time when any amount shall be due and payable hereunder

by any of the undersigned, appropriate and apply toward the payment of such amount, and in such order of application as the Bank may from time to time elect, any property, balances, credits, deposits, accounts or moneys of such undersigned in the possession or control of the Bank for any purpose.

This guaranty shall be a continuing, absolute and unconditional guaranty and shall remain in full force and effect as to the undersigned, subject to discontinuance of this guaranty as to any of the undersigned (including, without limitation, any undersigned who shall become deceased, incompetent or dissolved) only as follows: any of the undersigned, and any person duly authorized and acting on behalf of any of the undersigned, may give written notice to the Bank of discontinuance of this guaranty as to the undersigned by whom or on whose behalf such notice is given, but no such notice shall be effective in any respect until it is actually received by the Bank and no such notice shall effect or impair the obligations hereunder of the undersigned by whom or on whose behalf such notice is given with respect to any Liabilities existing at the date of receipt of such notice by the Bank, any interest thereon or any expenses paid or incurred by the Bank in the endeavouring to collect such Liabilities, or any part thereof, and in enforcing this guaranty against such undersigned any such notice of discontinuance by or on behalf of any of the undersigned shall not effect or impair the obligations hereunder of any other of the undersigned.

The Bank may, from time to time, without notice to the

undersigned (or any of them), take all or any of the following actions: a) retain or obtain a security interest in any property to secure any of the Liabilities or any obligations hereunder, b) retain or obtain the primary or secondary liability of any party or parties, in addition to the undersigned, with respect to any of the Liabilities, c) extend or renew for any period (whether or not longer than the original period), alter or exchange any of the Liabilities, d) release or compromise any liability of any of the undersigned hereunder or any liability of any nature of any party or parties with respect to the Liabilities or any security therefore, e) release its security interest, if any, in all or any property securing any of the Liabilities or any obligation hereunder or permit any substitution or exchange for any such property, and f) resort to the undersigned (or any of them) for payment of any of the Liabilities, whether or not the Bank shall have resorted to any property securing any of the Liabilities or any obligation hereunder or shall have proceeded against any of the undersigned or any other party primarily or secondarily liable on any of the Liabilities.

Any amount received by the Bank from whatsoever source and applied by it toward the payment of the Liabilities shall be applied in such order of application as the bank may from time to time elect.

The undersigned hereby expressly waives: a) notice of acceptance of this guaranty, b) notice of existence and creation of all or any of the Liabilities, c) presentment,

demand, notice of dishonour, protest, and all other notices whatsoever, and d) all diligence in collection or protection of or realisation upon the Liabilities or any thereof, any obligation hereunder, or any security for any of the foregoing.

The creation or existence from time to time of Liabilities in excess of the amount to which the right of recovery under this guaranty is limited is hereby authorised, without notice to the undersigned (or any of them), and shall in no way affect or impair this guaranty.

The Bank may, without notice of any kind, sell, assign or transfer all or any of the Liabilities, and in such event each and every immediate and successive assignee, transferee or holder, as fully as such assignee, transferee or holder were herein by name specifically given such rights, powers and benefits, but the Bank shall have an unimpaired right, prior and superior to that of any such assignee, transferee or holder, to enforce this guaranty for the benefit of the Bank, as to so much of the Liabilities as it has not sold, assigned or transferred.

No delay on the part of the Bank in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Bank of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. No action of the Bank permitted hereunder shall in any way affect or impair this guaranty. Liabilities shall include all obligations of the Debtor to the Bank, notwithstanding any right or power of the

Debtor or anyone else to assert any claim or defence as to the invalidity or unenforceability of any such obligation, and no claim or defence shall impair or affect the obligations of the undersigned hereunder.

This guaranty shall be binding upon the undersigned, and upon the heirs, legal representatives, successors and assigns of the undersigned. If more than one party shall execute this guaranty, the term "undersigned" shall mean all parties executing this guaranty, and all such parties shall be jointly and severally obligated hereunder.

This guaranty has been made and delivered at Wheeling, Illinois, and shall be governed by the laws of the State of Illinois. Wherever possible each provision of this guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision of this guaranty.

SIGNED AND DELIVERED by the undersigned, at Wheeling, Illinois, this _____ day of _____, 19____.

Address

OFFICER I APPROVED

_____ I _____

Text 3

PROMISSORY NOTE Amount \$ _____

PROCEEDS OF LOAN APPLIED TO:

Maturity _____ 1. RENEWAL of _____

Account No _____ 2. CR.ACCT.NO. _____

Date _____, 19 _____ 3. CHECK NO.(s) _____

FOR VALUE RECEIVED, PAYEE _____

the undersigned Debtor PAYEE _____

(hereinafter called Debtor) _____

jointly and severally, Signature of Borrower

promise to pay to the order of

in lawful money of the United States _____

(DEMAND/MATURITY DATE)

the sum of \$ _____, with interest thereon at the rate of

_____ per cent per annum from _____

until maturity, payable _____, and after maturity at

the rate of _____% per annum until paid in full.

Annual interest calculated on a _____-day year.

If any one or more of the following events shall occur

(hereinafter called and "Event Default"), that is to say, if;

(i) default shall be made in the punctual payment of any

obligation hereunder, when due; or (ii) any statement,

application or supporting financial statement furnished the

Holder by the undersigned shall be found to be false in any

material respect; or (iii) default shall be made in the

punctual payment of any other obligation of the undersigned

to the Holder, when due; or (iv) the undersigned, or any of

them, shall become insolvent, or shall be unable to pay his debts as they mature; or shall admit in writing his inability to pay his debts as they mature; or shall make insolvency laws or any laws relating to the relief of the Debtor, readjustment of indebtedness, reorganisations, compositions or extensions, or a receiver or trustee shall be appointed for the undersigned; or (v) the undersigned, or any of them, shall die; or (vi) the Holder shall deem itself insecure, for any reason whatsoever then, upon the occurrence of any such event, this Note shall, at the option of the Holder, become immediately due and payable without presentment, demand notice or protest of any kind, all of which are expressly waived by the undersigned, in case of the occurrence of an Event of Default hereunder, any indebtedness due from the Holder to any of the undersigned may, at the option of the Holder, be set off and applied against this Note whether due or not. The term "undersigned" as used in this Note shall include all of the makers of this Note and all guarantors thereof. Each of the undersigned agrees to pay all costs of collection, legal expenses and reasonable attorney's fees incurred or paid by the legal Holder in collecting this Note after the occurrence of an Event of Default. No delay or omission on the part of the Holder in exercising any power or right hereunder shall impair such right or power or any other right or power hereunder. All rights, powers and remedies of Holder are cumulative. No waiver by Holder of any default shall operate as a waiver of any other default or of the same default on a future occasion. Every legal Holder of this Note

shall have and may exercise all the rights and powers given to the Holder in this Note and every notice to or act committed by any one of the undersigned shall constitute a notice to or act committed by all of the undersigned.

Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited or invalid under such law, then such provision shall be ineffective only to the extent of such prohibition of invalidity, without invalidating the remainder of such provision of the remaining provision of this Note. All of the undersigned agree that they are each primarily and jointly and severally liable hereon and that the receipt of the consideration hereof by any one of the undersigned shall constitute the receipt thereof by all of the undersigned; and agree that no release of one or more makers of this Note or of any security for this Note shall release any other maker. Each of the undersigned consents to any and all renewals or extensions of this Note.

Word Study

6.9. Explain the difference between the words liability" and "liabilities", between "a guaranty" and "a guarantee". (Text 2)

6.10. Translate the following into Russian:

to enforce a guaranty, to execute a guaranty, a provision of the guaranty, an accrued interest, a promisory note, a punctual payment, at the option of

somebody, to pay off early, to become insolvent, under bankruptcy or insolvency, an instalment note.

Comprehension

6.11. Answer the following question on the content of the above documents:

- 1) What is the object of the above guaranty?
- 2) What does the undersigned guarantee?
- 3) How are all the obligations of the undersigned called in the guaranty?
- 4) What does the undersigned agree to do in the event of the death, incompetence, dissolution or insolvency of the Debtor?
- 5) What can the Bank do when a certain sum is due and payable under this guaranty?
- 6) What are the terms related to the continuance of the guaranty?
- 7) What is the Bank entitled to do without notifying the undersigned?
- 8) What remedies does the undersigned waive by the present guaranty?
- 9) What transactions can the bank perform with the Liabilities?
- 10) Can there appear any impairment of the Liabilities of the Bank as a consequence of its prior actions?
- 11) To whom is this guaranty binding?
- 12) What does the promissory note guarantee?
- 13) What is considered as the Event of Default?
- 14) What right can the Holder exercise in the Event of Default?
- 15) What does the undersigned expressly waive by the promissory note?

- 16) What does the term “undersigned” denote?
- 17) What does each of the undersigned agree to pay?
- 18) What rights does this note give? What is their character?
- 19) In what way should this note comply with the law?
- 20) What responsibilities do the undersigned agree upon by this note?

Speaking Activities

6.12. Render the main idea of the above document in your own words.

6.13. Arrange a talk with a Bank employee discussing the items of:

- a) Guaranty;
- b) Promisory Note.

Writing Activities

6.14. Draw up the drafts of the above documents trying to get the maximal profit for yourself.

Text 4

Consolidated Balance Sheet

(dollars in thousands except June 29,1991 June 30,1990 July 1,1990
share data

Cash and equivalents	\$ 124,876	\$ 169,355	\$117,498
Trade accounts receivable, less allowances of 100.912 in 1991, \$89.165 in 1990 and \$63.862 in 1989	946,040	922,178	813,672
Inventories Finished goods	1,016,811	976,031	830,340
Work in process	207,667	211,167	171,560
Materials and supplies	482,394	466,546	450,064
	<hr/>	<hr/>	<hr/>
	1,706,872	1,653,744	1,451,964
Other current assets	142,143	123,010	116,587
	<hr/>	<hr/>	<hr/>
Total current assets	2,919,931	2,868,287	2,499,721
Investments in associated companies	110,114	131,293	188,989
Trademarks and other assets	359,577	288,271	265,867
Property Land	93,662	78,442	68,988
Building and improvements	1,234,840	1,151,891	965,215
Machinery and equipment	2,279,175	2,042,862	1,607,377
Construction in progress	322,839	317,528	221,840
Assets under capital leases	17,791	20,659	23,823
	<hr/>	<hr/>	<hr/>
	3,948,307	3,611,382	2,887,243
Accumulated depreciation	1,559,224	1,407,239	1,114,227

Property net	2,389,083	2,204,143	1,773,016
Intangible assets	2,343,301	2,144,367	1,795,139
	<hr/>	<hr/>	<hr/>
	\$8,122,006	\$7,636,361	\$6,522,732

Word Study

6.15. Explain the ideas of: an income, a revenue, earnings.

6.16. Translate the following phrases into Russian:

balance sheets, statements of income, interest income,
buildings and improvements, taxes on income, provision for in
come taxes.

Pay special attention to the semantics of the words "statements",
"improvements" and "provision".

Speaking Activities

6.17. You are the manager of an enterprise. Characterize the
financial status of your enterprise according to the given balance sheet.

6.18. You are having talks with your business partners. Try to
convince him that you are a reliable partner basing on the consolidated
statement of income.

Text 5

COMMERCIAL LEASE

This lease agreement is made and entered into by and

between _____

(Landlord) and _____

(Tenant). Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain property with the improvements thereupon, containing approximately _____ square meter, hereinafter called the "Leased premises", known as _____

—

—

(Address), Lot _____, Block _____, _____

Addition, City of Nizhny Novgorod, Country, Russia, or as more particular described below or on attached exhibit:

The primary term of this lease shall be _____ commencing on the _____ day of _____ 19____, and ending on the _____ day of 19____, upon the following terms, conditions, and covenants:

1. TAXES

Each year during the term of this lease, Landlord shall pay real estate taxes assessed against the leased premises in the amount equal to the total real estate taxes assessed against the leased premises in the base year. Each year during the term of this lease, tenant shall pay as additional rental, upon receipt of a statement from Landlord together with tax statements or other verification from the proper taxing authority, his pro rata share of any increase in real

estate taxes over the base year on the property of which the leased premises is a part. Any increase in real estate for a fractional year shall be prorated.

The base year shall be _____.

2. UTILITIES

Tenant shall pay all charges for utility services to the leased premises such as gas, electricity, water and telephone.

3. HOLDING OVER

Failure of Tenant to surrender the leased premises at expiration of the leases constitutes a holding over which shall be construed as a tenancy from month to month at a rental of \$ _____ per month.

4. RENT

Tenant agrees to and shall pay Landlord at _____, Country of _____ or at such other place Landlord shall designate from time to time in writing, as rent for the leased premises, the total sum of \$ _____, payable without demand in equal monthly payment of \$ _____ each in advance on or before the _____ day of each month, commencing on _____, 19_____, and continuing thereafter until the total sum shall be paid, or the rent shall be paid on a Semi-Annually/ Yearly Basis to be agreed upon between the Landlord and the Tenant commencing on _____, 19 _____. Adjustment to the rent, if

any, for rent escalators, for percentage of net rent, or for increases in building operation costs (including but not limited to insurance, custodial services, maintenance and utilities) shall be deemed delinquent. If rent is not received by Landlord by the _____ of each month, tenant shall pay a late charge of \$ _____ plus a penalty of \$ _____ per day until the rent is received as full. tenant shall pay \$ _____ for each returned check if any checks were actually issued.

5. USE

Tenant shall use the leased premises for the following purpose and no other _____

 —

 —

6. SECURITY DEPOSIT

Tenant shall pay to Landlord a security deposit in the sum of _____, payable on or before the commencement of this lease for Tenant's faithful performance hereunder. Refund thereof shall be made upon performance of this lease agreement by Tenant, minus any assessments or damages unless Landlord and Tenant provide otherwise in Special Provisions.

7. INSURANCE

_____ shall pay for fire and extended coverage insurance on the buildings and other improvements on the leased premises in an amount not less than \$_____, which amount shall be increased yearly in proportion to the increase in market value of the premises. If Landlord provides any insurance herein, Tenant shall pay to Landlord, during the term thereof, the amount of any increase in premiums for the insurance required over and above such premiums paid during the first year of this lease. Tenant shall provide public liability and property damage insurance for its business operations on the leased premises in the amount of \$_____ which policy shall cover the Landlord as well as the Tenant. Said insurance policies required to be provided by tenant herein shall name Landlord as an insured and shall be issued by an insurance company approved by Landlord. Tenant shall provide Landlord with certificates of insurance evidencing the coverage required herein. tenant shall be solely responsible for fire and casualty insurance on Tenant's property on or about the leased premises. If Tenant does not maintain such insurance in full force and effect, Landlord may notify Tenant of such failure and if Tenant does not deliver to Landlord within ____ days after such notice certification showing all such insurance to be in full force and effect, Landlord may at his option, take out the necessary insurance to comply with provision hereof and pay the premiums on the items specified in such notice, and Tenant covenants thereupon on demand to reimburse and pay Landlord any amount so paid or expended in

the payment of the insurance premiums required hereby and specified in the notice, with interest thereon at the rate of _____ percent by Landlord until repaid by Tenant.

8. CONDITION OF PREMISES

Tenant has examined and accepts the leased premises in its present as in condition as suitable for the purposes for which the same are leased, and does hereby accept the leased premises regardless of reasonable deterioration between the date of this lease and the date Tenant begins occupying the leased premises unless Landlord and Tenant agree to repairs or refurbishment as noted in Special Provisions.

9. MAINTENANCE AND REPAIRS

Landlord shall keep the foundation, the exterior walls (except glass; window and door frames, molding, locks, and hardware; and interior painting or other treatment of exterior walls), and the roof of the leased premises in good repair except that Landlord shall not be required to make any repairs occasioned by the act of negligence of Tenant, its employees, subtenants, licencees and concessionaires.

_____ is responsible for maintenance of the common area equipment. If Landlord is responsible for any such repair and maintenance, tenant agrees to give Landlord written notice of needed repairs. Landlord shall make such repairs within a reasonable time. Tenant shall notify Landlord immediately of any emergency repairs. Tenant shall keep the leased premises in good, clean

condition and shall at its sole cost and expense, make all needed repairs and replacements, including replacements of cracked or broken glass, except for repairs and replacements required to be made by Landlord under this section. If any repairs required to be made by Tenant hereunder are not made within _____ days after written notice delivered to Tenant by Landlord, Landlord may at its option make such repairs without liability to Tenant for any loss or damage which may result by reason of such repairs, and Tenant shall pay to Landlord upon demand as additional rent hereunder the cost of such repairs plus interest, at the termination of this lease, Tenant shall deliver the leased premises in good order and condition, reasonable wear and tear excepted.

10. ALTERATIONS

All alterations, additions and improvements, except trade fixtures, installed at expense of Tenant, shall become the property of Landlord and shall remain upon and be surrendered with the leased premises as a part thereof on the termination of this lease. Such alterations, additions and improvements may only be made with prior written consent of Landlord, which consent shall not be unreasonably withheld. If consent is granted for the making of improvements or alterations to the leased premises, such improvements and alterations shall not commence until tenant has furnished to Landlord a certificate of insurance showing coverage in an amount satisfactory to Landlord protecting Landlord from liability for injury to any person and damage to any personal

property, on or off the leased premises, in connection with the making of such improvements or alterations. No cooling tower, equipment, or structure of any kind shall be placed on the roof or elsewhere on the leased premises by Tenant without prior written permission of Landlord. If such permission is granted, such work or installation shall be done at Tenant expense and in such a manner that the roof shall not be damaged thereby, if it becomes necessary to remove such cooling tower, equipment or structure temporarily, so that repairs to the roof can be made, Tenant shall promptly remove and reinstall the cooling tower, equipment or structure at Tenant's expense and repair at Tenant's expense any damage resulting from such removal or reinstallation. Upon termination of this lease, tenant shall remove or cause to be removed from the roof any such cooling tower, equipment or structure if directed to do so by Landlord. Tenant shall promptly repair at its expense any damage resulting from such removal. At the termination of this lease, Tenant shall deliver the leased premises in good order and condition, natural deterioration only excepted. Any damage caused by the installation or removal of trade fixtures shall be repaired at Tenant's expense prior to the expiration of the lease term. All alterations, improvements, additions and repairs made by Tenant shall be made in good and workmanlike manner.

11. COMPLIANCE WITH LAWS AND REGULATIONS

Tenant shall, at its own expense, comply with all laws,

orders, and requirements of all government entities with reference to the use and occupancy of the leased premises. Tenant and Tenant's agents, employees and invitees shall fully comply with any rules and regulations governing the use of the buildings or other improvements to the leased premises as required by Landlord. Landlord may make reasonable changes in such rules and regulations from time to time as deemed advisable for the safety, care and cleanliness of the leased premises, provided same are in writing and are not in conflict with this lease.

12. ASSIGNMENT AND SUBLETTING

Tenant shall not assign this lease nor sublet the leased premises or any interest therein without first obtaining the written consent of Landlord. An assignment or subletting without the written consent of Landlord shall be void and shall, at the option of Landlord, terminate this lease.

13. DESTRUCTION

In the event the leased premises is partially damaged or destroyed or rendered partially unfit for occupancy by fire or other casualty, Tenant shall give immediate notice to Landlord, Landlord may repair the damage and restore the leased premises to substantially the same condition as immediately prior to the occurrence of the casualty. Such repairs shall be made at Landlord's expense unless due to Tenant's negligence, Landlord shall allow Tenant a fair reduction of rent during the time the leased premises are

partially unfit for occupancy. If the leased premises are totally destroyed or deemed by the Landlord to be rendered unfit for occupancy by fire or other casualty, or if Landlord shall decide not to repair or rebuild, this lease shall terminate and the rent shall be paid to the time of such casualty.

14. TENANT DEFAULT

If Tenant abandons the premises or otherwise defaults in the performance of any obligations or covenants herein, Landlord may enforce the performance of this lease in any manner provided by law. This lease may be terminated at Landlord's discretion if such abandonment or default continues for a period of _____ days after Landlord notifies Tenant of such abandonment or default and of Landlord's intention to declare this lease terminated. Such notice shall be sent by Landlord to Tenant at the leased premises by certified mail or otherwise. If Tenant has not completely removed or cured default within the _____ day period, this lease shall terminate. Thereafter, landlord or its agents shall have the right, without further notice or demand, to enter the leased premises and remove all persons and property without being deemed guilty of trespass and without waving any other remedies for arrears of rent or breach of covenant. Upon abandonment or default by the Tenant, the remaining unpaid portion of the rental from the paragraph 4 herein, shall become due and payable.

15. LIEN

Landlord is granted an express contractual lien, in addition to any lien provided by law, and a security interest in all property of Tenant found on the leased premises to secure the compliance by Tenant with all the terms of this lease. In the event of default, Landlord or its agents may peaceably enter the leased premises and remove all property and dispose of same as Landlord shall see fit.

16. SUBORDINATION

Landlord is hereby irrevocably vested with full power and authority to subordinate this lease to any mortgage, deed of Trust, or other lien hereafter placed on the demised premises and Tenant agrees on demand to execute such further instruments subordinating this lease as landlord may request, provided such subordination shall be on the express condition that this lease shall be recognized by the mortgagee, and the right of Tenant shall continue to perform all of the covenants and conditions of this lease.

17. INDEMNITY

Landlord and its employees and agents shall not be liable to Tenant or to Tenant's employees, patrons, visitors, invitees, or any other persons for any injury to any such persons or to any damage to personal property caused by an act, omission, or neglect of tenant or Tenant's agents or of any other tenant of the premises of which the leased premises is a part. Tenant agrees to indemnify and hold Landlord and

its employees and agents harmless from any and all claims for such injury and damages, whether the injury occurs on or off the leased premises.

18. SIGNS

Tenant shall not post or paint at, on, or about the Leased Premises or paint the exterior walls of the building except with the prior written consent of the Landlord. Landlord shall have the right to remove any sign or signs in order to maintain the Leased Premises or to make any repairs or alterations thereto.

19. TENANT BANKRUPTCY

If Tenant becomes bankrupt or makes voluntary assignment for the benefit of creditors or if a receiver is appointed for Tenant, Landlord may terminate this lease by giving five (5) days written notice to Tenant of Landlord's intention to do so.

20. CONDEMNATION

If the whole or any substantial part of the leased premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or should the leased premises be sold to a condemning authority under threat of condemnation, this lease shall terminate and the rent shall be abated during the unexpired portion of the lease effective from the date of the physical taking of the leased premises.

21. NOTICES

Notices to Tenant shall be by certified mail or other delivery to the leased premises. Notices to Landlord shall be by certain mail to the place where rent is payable.

22. DEFAULT BY LANDLORD

In the event of breach by Landlord of any covenant, warranty, term or obligation of this lease, then Landlord's failure to cure same or commence a good faith effort to cure same within 10 days after written notice thereof by tenant shall be considered a default and shall entitle tenant either to terminate this lease or cure the default and make the necessary repairs and any expense incurred by Tenant shall be reimbursed by the Landlord after reasonable notice of the repairs and the expenses incurred. If any utility services furnished by Landlord are interrupted and continue to be interrupted despite the good faith efforts of Landlord to remedy same, Landlord shall not be liable in any respect for damages to the person or property of Tenant or Tenant's employees, agents, or guests, and same shall not be construed as grounds for constructive eviction or abatement of rent. Landlord shall use reasonable diligence to repair and remedy such interruption promptly.

23. SIGNS

During the last _____ days of this lease a "For Lease" sign may be displayed on the leased premises and the

leased premises may be shown at reasonable times to prospective tenant.

24. RIGHT OF ENTRY

Landlord shall have the right during normal business hours to enter the demised premises: a) to inspect the general condition and state of repair thereof; b) to make repairs required or permitted under this lease; c) for any other reasonable purpose.

25. WAIVER OF BREACH

The waiver by Landlord of any breach of any provision of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this lease.

26. TIME OF ESSENCE

Time is expressly declared to be of the essence in this lease.

27. BINDINGS OF HEIRS AND ASSIGNS

Subject to the provision of this lease pertaining to assignment of the Tenant's interest, all provisions of this lease shall extend to and bind, and injure to the benefit not only of the parties to this lease but to each and every one of the heirs, executors, representatives, successors, and assigns of Landlord or Tenant.

28. RIGHTS AND REMEDIES CUMULATIVE

The rights and remedies by this lease agreement are cumulative and the use of any right or remedy by either party shall not preclude or waive its right to use any of all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

29. RUSSIAN LAW TO APPLY

This agreement shall be construed under and in accordance with the laws of Russia.

30. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, or unenforceability shall not affect any other provision hereof and this agreement shall be constructed as if such invalid, illegal, or unenforceable provision had never been contained herein.

31. PRIOR AGREEMENT SUPERSEDED

This agreement constitutes the sole and only agreement of the parties to this lease and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this lease.

32. AMENDMENT

No amendment, modification, or alteration of the terms hereof shall be binding unless it is in writing, dated subsequent to the date hereof, and duly executed by the parties.

33. ATTORNEY'S FEES

Any signatory to this lease agreement who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this lease agreement or this transaction shall be additionally entitled to recover court costs, reasonable attorney fees, and other out-of-pocket costs of litigation, including deposition, travel and witness costs, from the nonprevailing party.

34. SPECIAL PROVISIONS

(This section to include additional factual data not included above).

EXECUTED this _____ day of _____, 19_____
in English and Russian Languages, both Languages have the same force and power.

TENANT or TENANTS

LANDLORD

_____	_____
_____	_____
_____	_____

Word Study

6.19. Translate from English into Russian:

- an advance against future royalties;
- on reasonable notice;
- to cure the default;
- accounting records;
- factual data;
- without prejudice to any claims;
- the payment due hereunder;
- to pay a late charge;
- to designate in writing;
- to perform obligations;
- agreements of the parties hereto;
- to execute an amendment;
- to be of the essence;
 - to remedy the infringement;
 - to enforce a provision of an agreement.
-

6.20. Translate from Russian into English:

- сторона обязуется выплачивать;
- уведомить в письменной форме;
- в течение 12 месяцев со дня подписания данного договора;
- нарушение договора (контракта);
- нарушение авторских прав;
- освободить от обязательств;
- следует считать целесообразным (неуплаченным);
- пункты договора об аренде;
- арендовать помещение у кого-либо

- сдавать помещения в аренду кому-либо;
- наделить полномочиями;
- прекратить аренду;
- предоставить услугу;
- (по)нести расходы;
- выписать чек.
-

6.21. Explain the difference between the adverbs "therefor" and "therefore", "hereafter" and "hereinafter".

6.22. See what importance is attached to prepositions in the following combination:

- all rights in and to the translation of the Work shall be the property of the Proprietor
- only upon written application to and at the discretion of the Proprietor
- this agreement is made and entered into by and between Landlord and Tenant
- under and in accordance with the Laws.
-

6.23. Explain the difference between the adjectives "void", "valid" and "effective".

6.24. Explain the two pairs of words: "tenant - tenancy" and "rent - rental".

6.25. Compare the two columns of clerical adverbs:
herein - therein

hereon - thereon

hereby - thereby

hereof - thereof

hereto - thereto

howsoever - whatsoever

hereafter - thereafter.

Analyze their usage in the texts and try to simplify their surroundings in a modern way.

6.26. Ascertain if the word "premises" has been used in singular or in plural. If this or that, why?

6.27. Study the following clerical peculiarities and try to make them more neutral:

- with prior consent of Landlord, which consent shall not be withheld ... (Item 10)

- in such rules and regulations, provided same are in writing ... (Item 11)

- remove all property and dispose of same as landlord shall see fit (Item 15)

- said rights and remedies are given .(Item 29).

-

6.28. Try to memorize and make use of such an adjective as "express". Find it in the text. You may derive an adverb - "expressly". Both they have exact meanings. What are they? Don't try to use substitutes because the two fit all right in the juristical text.

Speaking Activities

6.29. Hold negotiations between the Landlord and the Tenant discussing the following clauses of the lease agreement:

- a) paying the rent;
- b) paying taxes;
- c) paying insurance;
- d) maintenance and repairs of the leased premises;
- e) alterations on the leased premises;
- f) the tenant's default;
- g) the landlord's default;
- h) force majeure circumstances;
- i) compliance with law.

6.30. Arrange role plays on the following situations:

1) The Tenant has examined the premises to be leased and he is not satisfied with its condition. The Landlord and the Tenant agree upon the necessary repairs.

2) The Tenant and the Landlord are discussing the rental. The Tenant considers the rent to be too high and persuades the Landlord to reduce it giving respective argumentation.

3) The Tenant holds over the leased premises. Discuss all possible consequences.

4) The Tenant defaults his obligations. Try to solve the situation to the mutual avail.

5) The Landlord defaults his obligations. Try to compel him to comply with them.

6) The maintenance of the leased premises is not up to the mark.
Try to find the causes.

7) Some reconstruction of the leased premises is required. Try to convince the Landlord that it is really necessary.

8) A visitor got an injury on the leased premises. Agree upon the terms of idemnity.

9) Some of the items of the contract are not in conformity with the current law. Discuss the ways to eliminate the situation.

Writing Activities

6.31. Draw up contracts on the following topics:

- 1) A lease of premises.
- 2) Delivery of goods.
- 3) Employing personnel.

Part 7

Перевод деловой документации

Translate the following documents:

7.1. Письмо-просьба

Уважаемы**е** господа!

Мы с удовольстви**ем** сообщаем Вам, что **намерева**емся купить большое количество ... (товар) в течени**е** ... (срок).

Мы сейчас определяем свои потре**б**ности и рассматриваем

предло^жения из различных источников.

Просим Вас представить предло^жения .на обычные сорта товара и сообщить об имеющемся в наличии коли^честве товара и примерное время ^поставки.

Мы, со своей сторо^ны, сделаем абсолю^тно все от нас зависящее, чтобы размес^тить у Вас крупные заказы.

С нетерпением ждем Вашего бы^строго отве^та.

С уважением

7.2. Просьба прислать годовой отчет

Господа,

Во время моего пребы^вания в Вашей стране я имел удовольствие посетить Вашу фирму. Я хотел бы еще раз поблагодар^ить Вас за очень теплый прием, оказанный мне.

При ознакомлении с моим отчетом о поездке наше руководство проявило большой интерес к деятельности Ваш^ей фирмы. Я хотел бы просить **Вас** прислать экземпляры Вашего годового отчета и счетов за прошлый год, а в будущем включить нашу фирму в список адресатов, которым **Вы** высылаете Ваши отчеты.

Заранее примите нашу благодарность.

Искренне Ваш

7.3. Сопроводительное письмо

Уважаемые гос^пода!

Мы видели в журнале “Современная одежда” Вашу рекламу новых тканей, имеющихся у Вас.

Мы будем при^знательны, если Вы пришлете нам каталоги всех

образцов **этих** материалов вместе с прейскурантами.

Просим **принять** во внимание, что мы являемся импортерами высококачественных тканей, и нам требуется большое их количество для **наших** многочисленных магазинов во всех частях Франции.

С уважением

7.4. Письмо-поздравление

Уважаемый г-н ... I

Было приятно **узнать**, что Вас **назначили** помощником заведующего отделом продаж фирмы. Эта новость не явилась для **меня** неожиданностью. Я очень рад, что Ваши способности были оценены. Я уверен, что Вы **прекрасно** справитесь с работой на новом посту.

Примите, пожалуйста, мои искренние поздравления.

Искренне Ваш

7.5. Приглашение во внешнеторговую организацию

Уважаемые господа!

Мы были бы весьма **признательны**, если бы Вы смогли нанести нам визит в ... (место) в начале 19 ... года.

Во время этого визита мы смогли бы обсудить вопросы, представляющие взаимный интерес, а **также** возможности нашего дальнейшего сотрудничества.

Просим в возможно короткий срок проинформировать нас о принятом Вами решении.

С уважением

7.6. Письмо-напоминание

Господа.

Весьма **признательны** Вам за **высланный** нам заказ, но так как Ваш счет сейчас превышает 500 фунтов, мы хотели бы сначала получить от Вас чек, прежде чем вступить с Вами в даль**ней**шие торговые отношения.

Мы знаем, какая сейчас трудная ситуация, но у **нас** есть **много** собственных платежных обязательств. Поэтому, если Вы можете выслать нам чек на 250 фунтов для частичной оплаты Вашего счета, мы будем очень признательны. Это даст нам возможность обеспечить Вас **необходимым** товаром в дальнейшем.

С уважением

7.7. Просьба заказать номер в гостинице

Уважаемые господа!

Два наших руковод**я**щих работника, г-н Х. Браун 'и г-н **М.** Клайд, посетят Лондон во время Выставки-продажи мебели, и им потребуются два отдельных номера с ва**ж**ной на пять дней с 29 июля.

Мы будем признатель**ны**, если Вы забронируете необходимые номера и подтвердите это как мож**но** скорее.

С уважением

7.8. СОГЛАШЕНИЕ

на куплю-продажу товара через посредников

г. Москва “ ” 19... г.

Всесоюзное об’единение _____ г.

Москва, именуемое в дальнейшем “Объединение”, с одной стороны и _____ именуемая (ос) _____ в дальнейшем “Фирма”, с другой стороны, заключили настоящее соглашение о нижеследующем.

I

Объединение предоставляет фирме **монопольное** право продажи на территории _____, именуемой в дальнейшем “договорная территория”, купленных у Объединения следующего оборудования и машин, именуемых в дальнейшем “оборудование”

Продажа фирмой оборудования на иной, чем договорная территория, разрешается только на основании **письменного** согласия Объединения.

Объединение будет **иметь** право продавать оборудование на договорной территории непосредственно третьим лицам, если:

1. Сделка заключена на основании предложения, сделанного Объединением до заключения настоящего Соглашения;
2. Фирма отказалась купить у Объединения предложенное оборудование;
3. Оборудование будет составлять часть компенсационной сделки;
4. Оборудование является комплектующей частью оборудования, поставляемого Объединением другому клиенту;
5. Настоящее Соглашение прекратило свое действие согласно статьям IV и IX;

6. Поставка производится государственным органам, или организациям, расположенным на договорной территории.

Такие продажи не будут являться нарушением условий настоящего Соглашения. Фирма не будет иметь права на комиссионное вознаграждение.

При продажах оборудования Объединением непосредственно третьим лицам на договорной территории, кроме вышеуказанных случаев, Фирма имеет право на получение комиссионного вознаграждения, размер которого будет устанавливаться в каждом случае по особой договоренности между Объединением и Фирмой в зависимости от объема запродажи.

II

III.

Фирма будет продавать купленное у Объединения оборудование третьим лицам от своего имени, однако на оборудовании должны сохраняться заводские марки и знаки.

IV.

Расчетные цены, по которым Фирма будет покупать оборудование у Объединения будут устанавливаться в заключаемых между сторонами контрактах, упомянутых в статье II настоящего Соглашения.

Разница между ценой, по которой Фирма покупает оборудование у Объединения, и ценой, по которой она продает это оборудование, будет составлять комиссию Фирмы и будет покрывать все накладные

расходы, связанные с рекламой и продажей оборудования.

При этом Фирма обязуется продавать купленное у Объединения оборудование по таким ценам, чтобы запродажи этого оборудования не страдали от завышения цен.

V.

В течение периода действия настоящего Соглашения и заключенных между сторонами контрактов Фирма обязуется:

I

1. Добросовестно охранять интересы Объединения, постоянно увеличивая закупки оборудования. Обеспечивать своевременное получение лицензий на ввоз товаров, если таковые требуются.

2. Ежеквартально, не позднее 15 числа следующего месяца, представлять Объединению отчеты о своей деятельности по реализации проданного в соответствии с условиями настоящего Соглашения оборудования, с приложением копии своих счетов, выставленных покупателем и в тот же срок выслать Объединению информацию о положении на рынке и о деятельности конкурентов Объединения в частности о ценах и условиях, на которых они продают аналогичное оборудование.

3. Не представлять без согласия Объединения на договорной территории ни прямо, ни косвенно, ни одну фирму, являющуюся конкурентом Объединения,

4. Систематически организовывать за свой счет рекламу оборудования в такой форме и объеме, чтобы обеспечить успешную продажу этого оборудования на договорной территории, используя для этого прессу, радио, кино, каталоги и другие средства рекламы на основании представляемого Объединением печатного материала;

после истечения срока настоящего Соглашения вернуть Объединению рекламные образцы оборудования и материалы, если таковые будут находиться у Фирмы или поступить с ними по его указанию.

5. Обеспечивать консультации, техническое обслуживание и наблюдение за правильной эксплуатацией проданного оборудования, для чего организовать за свой счет необходимые мастерские и станции обслуживания.

6. Для обеспечения нормальной эксплуатации оборудования закупать у Объединения необходимое количество запасных частей, содержать за свой счет склады и магазины, а также организовывать бесперебойное снабжение запасными частями покупателей оборудования.

7. В случае участия Объединения в международных ярмарках и выставках на договорной территории оказывать Объединению всемерную помощь в сбыте оборудования.

8. Сообщить объединению о государственных торгах, объявленных на договорной территории, принимать в них участие и сообщать об их результатах.

В случае необходимости по просьбе Фирмы Объединение будет на основании отдельного контракта оказывать покупателям техническую консультацию по установке проданного Фирмой Оборудования и его эксплуатации путем посылки своих специалистов.

VI

Объединение имеет право досрочно расторгнуть настоящее Соглашение без ущерба своим правам и без права Фирмы на предъявление претензий на возмещение каких-либо убытков в

случаях, если:

1. Фирма, несмотря на предупреждение Объединения не выполнит какое-либо важное условие настоящего Соглашения, в особенности условия платежа.-

2. По истечении восьми месяцев со дня подписания Соглашения стоимость проданного Фирмой оборудования составит сумму менее

—

3. Имущественное положение Фирмы существенно ухудшится или будет назначен конкурс.

4 Действия фирмы противоречат интересам Объединения на договорной территории.

VII.

Объединение и Фирма примут все меры к разрешению всех споров и разногласий, могущих возникнуть из 'настоящего Соглашения или из отдельных| контрактов дружественным, мирным путем.

В случае, если стороны не договорятся мирным порядком, все споры и разногласия передаются с исключением подсудности общим судам на разрешение Внешнеторговой Арбитражной Комиссии при Всесоюзной Торговой палате в Москве в соответствии с Правилами о производстве дел в указанной Комиссии.

VIII.

1. Все устные переговоры и переписка между сторонами, имевшие место до подписания настоящего Соглашения, теряют силу со дня его подписания.

2. Все изменения и/или дополнения к настоящему Соглашению будут являться действительными, если они совершены в письменной форме и подписаны надлежащими уполномоченными на то лицами.

IX.

Настоящее Соглашение вступает в силу со дня его подписания обеими сторонами и будет действительно в течение _____.

Если ни одна из сторон не сделает за один месяц до истечения указанного срока письменного заявления о своем желании расторгнуть Соглашение или изменить его условия, Соглашение автоматически продлевается на _____ месяцев,

Независимо от истечения срока настоящего Соглашения или его аннулирования стороны обязаны выполнить свои обязательства по заключенным до этого контрактам.

X.

Юридические адреса сторон:

Объединение: _____

Фирма: _____

От имени и по поручению Всесоюзного объединения

От имени и по поручению

7.9. Просьба прислать каталог

Уважаемые господа!

Мы были весьма рады получить Ваш запрос на дополнительную поставку 60 велосипедов марки “Бис-вифт”.

Цены должны быть те же самые, что и раньше, но в случае с Вами мы готовы предоставить Вам специальную скидку в 2%. Это в

дополнение к нынешней скидке в 2,5%, предоставляемой при платеже в течение 30 дней.

Отгрузка будет произведена незамедлительно по получении заказа. Предлагаемые сроки поставки — две недели со дня получения заказа. С уважением

7.10. Предложение на оборудование

Господа

Вы заинтересуетесь, услышав о -нашем последнем . . . (вид товара), который мы только что представила “а рынок.

Наши инженеры-исследователи, наконец, решили ряд серьезных проблем. Настоящий товар прошел испытание за испытанием, проводимые нашими инженерами.

Мы уверены в том, что Ваш . . . (главный инженер) захочет осмотреть этот товар, увидеть его в работе, и наши агенты в ... (город) будут рады организовать такую демонстрацию в любое время.

Спецификация и прейскурант прилагаются.

С уважением

7.11. Пробный заказ

Уважаемые господа!

После визита нашего представителя, который он нанес Вам несколько дней назад, когда ему была показана Ваша коллекция весенних моделей, мы решили сделать на них подробный заказ.

Соответственно, мы настоящим размещаем заказ.

Все подробности, касающиеся моделей, расцветок и размеров, даются в прилагаемом бланке заказа №

Так как сезон приближается, мы должны иметь эти товары точно к концу мая, доставленные на условиях ФОБ Лондон.

Что касается платежа, который Вы назначили г-ну....., а именно вышеуказанные цены минус 3% в течение 30 дней, то мы согласны с у этими условиями в этом конкретном случае, но в будущем мы хотели бы, чтобы Вы предоставляли нам обычный кредит, а именно на трехмесячный срок.

Вы вправе обратиться к фирме ... из Сити для получения любой информации, которая Вам может понадобиться, относительно нашей репутации. Мы поддерживаем деловые контакты с этой фирмой на протяжении многих лет. (

Просим подтвердить получение данного заказа.

С уважением

7.12. Аннулирование заказа

Мы ссылаемся на наше письмо от . . . (дата), в котором мы подчеркивали важность выполнения заказа №... так, чтобы он был здесь к ... (дата).

Поскольку мы до сих пор не получили подтверждения от Вас, что товар был послан (отправлен), у нас нет другого выбора, как аннулировать этот заказ.

Мы сожалеем об этом, но Вы понимаете, что у нас нет другого выхода, поскольку наши заказчики настаивают на доставке товара к требуемой дате.

7.13. Подтверждение заказа

Уважаемые господа'

Мы подтверждаем получение Вашего письма от ... (дата) и просим Вас принять к выполнению заказ на 3 насосных машины. Мы согласны с назначенными Вами ценами.

Доставка должна быть осуществлена по вышеуказанному адресу к . . августа. Поскольку Вы ничего не упомянули о гарантийном сроке, который обычно предоставляется при поставке машин, мы хотим указать, что просим дать двухгодичный срок гарантии, в течение которого Вы обязаны выполнять любые ремонтные-работы бесплатно.

Мы будем рады, если Вы известите нас |^с о получении нашего заказа и Вашем мнении о наших условиях.

. С уважением

7.14. Сообщение о задержке

Благодарим Вас за Ваш заказ №... на ... (подробности заказа), который сейчас выполняется.

Однако, мы вынуждены сообщить Вам, что из-за (задержки/недоставки сырья/необходимых деталей, из-за трудовых споров, периода отпусков и т. д.) мы сможем уложиться в срок, обусловленный Вами для поставки.

Задержка составит приблизительно ... дней/недель.

Мы с сожалением сообщаем Вам об этом и просим Вас войти в наше положение.

Будем признательны, если Вы подтвердите, что Вы принимаете отгрузку с задержкой. Господа,

Подтверждаем получение Вашего заказа №., к выполнению которого мы приступаем немедленно.

С уважением

7.15. ФОРМЫ ПЛАТЕЖА

7.15.1. Платеж по аккредитиву

Уважаемые господа!

Рад сообщить Вам, что ожидаемая экспортная лицензия на Ваш заказ наконец получена, и производство будет завершено в течение восьми-десяти дней.

Мы предлагаем, чтобы платеж был произведен по предоставлении документов против безотзывного аккредитива на наше имя банком . . . (название банка).

Как только мы получим подтверждение того, что аккредитив открыт, товары будут отправлены и документы для произведения расчетов будут представлены в банк.

С уважением

7.15.2. Платеж в форме векселя

Уважаемые господа!

С удовольствием сообщаем Вам, что мы отгрузили Вам товар по заказу №... пароходом (название парохода) из ... (название порта погрузки) . . . (дата). <

Лондонский и Южноамериканский банки выставят нашу тратту на Вас в надлежащее время..

Что касается сделок в будущем, то Ваша просьба об условиях открытого счета удовлетворена, и мы будем ожидать оплаты ежеквартально.

С уважением

7.15.3. Срочная тратта, оплачиваемая по предъявлению

Господа,

Мы прилагаем срочную тратту, вставленную на ... (название формы), и следующие документы:

- коносамент (2 экз.)
- счет-фактура (3 экз.)
- страховой полис.

Пожалуйста, получите эту тратту. а поставка документов вышеуказанной фирме будет произведена против платежа по векселю. Запишите вырученную сумму за вычетом Ваших расходов в кредит счета №

С уважением

7.16. Уведомление продавцов об открытии аккредитива

Сообщаем, что мы инструктировали . . . (банк) открыть безотзывный аккредитив на ... (сумму) на Ваше имя.

Вы получите подтверждение этого от ... (агентов), которые примут Вашу . . . (вид тратты). Аккредитив действителен до ... (дата).

Требуемые документы:

(документы)

7.17. Подтверждение продавцу, что Вы оплачиваете банковским переводом

Подтверждаем получение Вашей проформы счета-фактуры за наш заказ №... на ... (наименование товара).

Мы сейчас проинструктировали наш банк перевести сумму ... в банк .. (банк продавца) на Ваш счет.

Просим сообщить об отправке товара ... (телексом, телеграммой, письмом).

7.18. Сообщение об отгрузке

Мы сообщаем Вам, что Ваш груз (товар) в соответствии с заказом №... был отгружен (дата) (детали транспорта) и ожидается в (городе, порте и т. д.) (дата).

Отгрузочные документы, перечисленные ниже, были направлены в .. (банк) вместе с нашим чеком (векселем).

Желательно получить от Вас сообщение о благополучном прибытии товара (список отгрузочных документов).

7.19. Указания относительно страховки

Уважаемые господа!

Мы прилагаем наш заказ на ... (наименование товара), который мы просим отгрузить как можно скорее.

Так как мы будем Вашими постоянными заказчиками, мы решили, чтобы Вы включили в страховку стоимость расходов по фрахту и просим Вас организовать страхование в (городе) и прислать нам подробности об этом.

Таким образом, Ваш счет-фактура должен быть подготовлен на условиях СИФ.

С уважением

Подтверждение законности претензии на поставленный товар (в

случае, когда Вы за это несете ответственность)

Мы подтверждаем получение Вашего письма от ... (дата)
относительно партии . . (товара), поставленного Вам . . . (дата)
согласно Вашему заказу №....

С сожалением узнали, что. . . (товар) оказался
(неудовлетворительным — несоответствующим образцу, счету-
фактуре и т. д.) и сейчас отгрузили . . . (подробности замены) . . . (вид
транспортировки груза).

Пожалуйста, примите наши извинения за причиненное неудобство.

APPENDIX

Punctuation Rules

When considering the matter of punctuation, a Russian English-language learner should bear in mind that the rules of punctuation of the

English language have their peculiarities, being different from those of the Russian language.

The first and the foremost is that the English punctuation rules are less compulsory and imposing than those of Russian. A lot depends on the discretion and the option of the writer. The one has a wider spectrum of choosing the stop to be used or the possibility to avoid a certain punctuation mark. However, the relative freedom in putting punctuation notes in the text does not mean the complete absence of the obligatory usage of certain stops in particular cases.

Secondly, the presence of a punctuation mark or its type to a great extent depends on the way the writer perceives the connection between the words of the sentence, its parts and clauses, their interdependence and the duration of the pause, supposed to be kept in speech.

Also, regarding the punctuation marks in English texts, Russian learners should understand that it is not obligatory that if a particular punctuation mark is present in the Russian text then it will be encountered in the English related version and vice versa. The types of the stops in the related texts of the two languages can also be different.

For instance, for Russian people it would be rather uncommon to find a comma in front of the conjunction 'and'. In English it is quite a normal case. On the contrary, the presence of a subordinate clause presupposes a comma in the Russian language, in English it is quite the reverse.

To Russians it seems quite natural to find a dash, separating direct speech, in English it is completely uncommon.

When using direct address in letters, Russians usually apply the exclamation note, while English speakers use the comma in the respective cases.

To conclude, it is necessary to be cautious not to transpose the Russian punctuation rules into English texts. Both the systems have their own peculiarities and are based on different principles, though akin in a way.

Further on, the rules of application of all punctuation marks are surveyed.

THE COMMA

The comma represents the shortest pause.

Simple Sentence

1. The comma is used to separate homogeneous parts of the sentence joined asyndetically.

2. The comma is mostly used between two or more homogeneous parts of the sentence joined by conjunctions.

Note 1. No comma is used as a rule when the conjunction 'and', or the correlative copulative conjunctions, such as 'as well as', 'neither ... nor', or the disjunctive conjunction 'either ... or', join two homogeneous parts of the sentence.

E.g. The sun shone out bright and warm ... (Ch.Dickens.)

But:

E.g. Philip Bosinney was known to be a young man without fortune, but Forsyte girls had become engaged to such before, and had actually married them. (J.Galsworthy.)

Cf. In Russian, if the conjunction 'и' is used once in the sentence the omission of the comma is compulsory.

Note 2. However with other copulative conjunctions and those of other groups, the comma is used to separate two homogeneous parts of the sentence.

Note 3. Sometimes the conjunctions 'or' and 'but' are not set off by commas in similar cases.

Cf. In Russian, if the conjunction 'или' is used once in the sentence no comma is used. But before the conjunction "но", the comma is compulsory.

Note 4. When several homogeneous parts of the sentence are joined by 'and', a comma is placed before the conjunction.

Note 5. But when the homogeneous parts of the sentence are intended to follow in quick succession so as to present to the mind only one picture, they are spoken without a pause, and the comma is not used.

Note 6. When 'and' occurs only between the two last homogeneous parts of the series, the comma is usually inserted before this conjunction; although many writers omit this comma:

Note 7. If two attributes expressed by adjectives are not homogeneous, no comma is inserted between them.

3. When the homogeneous parts of a sentence go together in pairs, each pair is separated by a comma.

4. When two parts of a sentence have some words in common which are not expressed for each of them, the second part is marked off by commas.

Cf. Quite the contrary in Russian.

5. The comma is used to set off the detached (or loose) secondary parts of the sentence placed at the beginning, in the middle or at the end of the sentence.

a) Detached Attributes:

E.g. The ground was covered with crocuses, yellow, violet, white. (J.Galsworthy.)

E.g. Down below, in the garden beds, the red and yellow tulips, heavy with flowers, seemed to lean upon the dusk. (K.Mansfield.)

But:

E.g. He entered the home covert by a path leading through a group of pear trees just coming into bloom. (J.Galsworthy.)

Cf. In Russian there exist strict rules of separating detached attributes, depending on their position in the sentence. In English such dependency does not work.

b) Loose Appositions:

E.g. ... at some distance upon the sea there was a black dot, a fishing boat. (Hitchens.)

E.g. An aeroplane droned its way over the north, a high, silvery, small, noisy shape. (J.Galsworthy.)

c) Detached Adverbial Modifiers:

E.g. Slowly, very silently, she went. (J.Galsworthy.)

E.g. The candle, wasted at last, went out. (Ch.Bronte.)

E.g. Leaning over his window, he saw her riding forth with Val.
(J.Galsworthy.)

E.g. Yesterday I passed by an elm avenue, leading to a beautiful old house. (Gissing.)

But:

E.g. He strolled along the streets looking in the shop windows.
(Mazo de la Roche)

Cf. In Russian the separation of the detached adverbial modifiers mostly deals with the "деепричастный оборот".

d) Detached Objects:

E.g. Maggie, with a large book on her lap, shook her heavy hair, (Eliot)

E.g. But instead of the print, he seemed to see his wife.

(J.Galsworthy.)

Cf. In Russian objects are not set off by stops.

e) The Nominative Absolute:

E.g. Dessie nodded approvingly, her spirits rising again.

(Caldwell.)

E.g. The sky is still warm, with the after-glow of sunset, a dusky crimson smoldering above the dark mountain line.

(Gissing.)

f) The Specifying Parts of the Sentence:

E.g. There, between the elm trees, the moon, mysterious and powerful shone ... (J.Galsworthy.)

E.g. The field was oblong, sixty yards in length, forty in breadth.

(O'Flaherty.)

6. When the group of the subject is long, a comma may be placed after it.

E.g. The thought that some day - perhaps not ten days hence, perhaps not five - all this world would be taken away from him before

he had exhausted his power of loving it, seemed to him in the nature of an injustice, brooding over his horizon.

(J.Galsworthy.)

Cf. Never applied in Russian.

7. A comma is sometimes inserted to mark the omission and save the repetition of some words.

E.g. Our ship is bound for Norway, yours, for India. London is the capital of England, Paris, of France.

Cf. In Russian the dash is used in similar cases.

8. If such adverbs as 'however, therefore, too, moreover, then, accordingly, consequently', etc., are thrown in so as to interrupt slightly the flow of a sentence, they are marked off by commas.

E.g. Not a hint, however, did she drop about sending me to school ...
(Ch.Dickens.)

E.g. She made no friends, for she was MacCreedy's wife; moreover, MacCreedy did not want her to make friends. (J.Galsworthy.)

9. Parenthetical words, phrases and sentences, words of affirmation and negation (yes, no) are set off by commas.

E.g. It appeared as if there were a sort of match, or trial of skill, you must understand, between the kettle and the cricket. (Ch.Dickens.)

10. Direct address is separated by a comma.

E.g. "How do you do, Mr. Morel?" (Lawrence.)

Note. It should be borne in mind that a comma is used in salutation in letters.

E.g. My dear Jon,
we have been here now a fortnight. (J. Galsworthy.)

Cf. In Russian the usual punctuation mark in the last case is the note of exclamation.

11. A comma is used to introduce a quotation.

E.g. But its most precious contents were the half-crowns folded together in a bit of paper, in which was written, in my mother's hand, "For Davy, With my Love". (Ch. Dickens.)

Cf. In Russian the colon is used to introduce a quotation.

12. A comma is occasionally used to separate interjections.

E.g. Oh, Doreen didn't know anything about it. (D. Cusack.)

Compound Sentences

1. The comma is used between the clauses of a compound sentence when they are joined asyndetically if the connection between them is considered to be close:

E.g. The birds sing their small hearts out, the band plays its gayest tunes, the white clouds race in the high blue heavens. (J.Galsworthy.)

2. Coordinate clauses, when expressed at full length, are generally separated by commas if their connection is close. But the use of the comma is stipulated by the employment of the following classes of the coordinative conjunctions.

a) The copulative conjunction 'and' and occasionally the conjunctions 'nor' and 'neither' enable the usage of the comma.

Note. - But when the two sentences are very closely allied, the comma is omitted:

b) Coordinate clauses joined by disjunctive conjunctions are usually separated by a comma.

c) Coordinate clauses joined by the adversative conjunctions 'but' and 'while' are often separated by a comma.

d) Clauses joined by causative-consecutive conjunction 'so' and occasionally 'for' are separated by a comma.

3. A sentence containing direct speech consists of two

independent clauses. The clause containing direct speech is separated from the other coordinate clause by a comma.

E.g. The lady said to her friend, "Why, Rawdon, it's Captain Dobbin." (W.Thackeray.)

E.g. "Come in and have your milk," he said. (J.Galsworthy.)

But, if the clause containing direct speech is interrogative or exclamatory, a note of interrogation or a note of exclamation is used; the clause is not separated from the other clause, if the clause containing direct speech precedes the other.

E.g. "Where do you get your things?" he said in a aggravated voice. (J.Galsworthy.)

E.g. "I'd no idea it was so good!" he said. (J.Galsworthy.)

Cf. In Russian, if the clause containing direct speech precedes the other clause the direct speech is followed by the dash after the inverted commas.

Note. In compound sentences other punctuation marks (semicolon, colon, dash) can also be used. See below.

Complex Sentences

Subordinate Clauses

1. Subject, predicative and object clauses are, as a general rule, not separated by a comma:

E.g. Now what you want is plenty of exercise... (D.Cusack.) (subject clause)

E.g. This was why he had thought of Bosinney. (J.Galsworthy.) (predicative clause)

E.g. ... at the time he was wondering what had happened. (J.Galsworthy.) (object clause)

Note 1. However, a comma is found if the subject clause is of some length and if a subordinate clause is attached to it:

E.g. What had saved him from becoming a cross between a lap dog and a little prig, had been his father's adoration of his mother. (J.Galsworthy.)

Note 2. A predicative clause is often separated by a comma when it is joined asyndetically:

E.g. My opinion is, she'd come to me. (Weyman.)

Note 3. If an object clause precedes the principal clause, it is separated by a comma:

E.g. But what passed between them further, I never knew. (Maurier.)

2. Adverbial clauses are, as a general rule, not separated by a comma if they follow the main clause:

E.g. Jon stood where she had left him. (J.Galsworthy.)

E.g. There came such a loud hissing from the engine that people looked dazed as they scurried to and fro. (K.Mansfield.)

But if the adverbial clause precedes the main clause, it is usually separated by a comma:

E.g. Though they were very poor, though they had to bear many thing, Christine and Andrew knew happiness. (A.J.Cronin.)

E.g. After the girls were gone, he went into his workshop... (J.K.Jerome.)

E.g. Long before we saw the sea, its spray was on our lips... (Ch.Dickens.)

E.g. When the day broke, it blew harder and harder. (Ch.Dickens.)

3. An attributive clause is not separated from the main clause when it is a restrictive clause; a comma is used when it is a descriptive clause.

a) Restrictive Clause:

E.g. ... I prepared Ada for the account I was going to give her. (Ch.Dickens.)

E.g. Memory of the day when Fleur was born, ... came to him sharply. (J.Galsworthy.)

E.g. Soames fixed on his nose the glasses he had just begun to need for reading purposes... (J.Galsworthy.)

b) Descriptive Clause:

E.g. ... my shoes, which I had put on when I left the house, were soon wet with dew. (Ch.Bronte.)

E.g. He ran through the young cherry orchard, where the trees stood in straight rows... (Mazo de la Roche.)

E.g. The Browns, who lived on the adjoining house, had been dining with the Joneses. (Leacock.)

Note. - The relative pronoun 'that', being usually restrictive, is rarely preceded by a comma:

E.g. The sea was getting rougher with every wave that broke along the rocky beach. It became alive and spoke with a multitude of different yells that inspired the listeners with horror. (O'Flaherty.)

Cf. In Russian the subordinate clause is separated by a comma regardless of its character.

THE SEMICOLON

The semicolon is used when a greater pause is required than is indicated by a comma:

1. To mark the separate clauses of a compound sentence:

a) joined asyndetically;

Cf. In Russian the stop does not depend on the duration of the pause, but sooner on the prolongation of a particular clause, i.e. in the above example the comma is expected in the respective Russian sentence.

b) joined by the conjunction 'and' and considered to be more independent;

c) joined by the conjunctions 'neither', 'nor';

d) joined by the conjunctive adverbs 'moreover', 'besides', 'then';

e) occasionally joined by the conjunction 'or';

f) joined by the conjunctive adverbs 'yet', 'whereas', 'still';

g) joined by causative-consecutive conjunctions and conjunctive adverbs;

2. To set off the detached (loose) secondary parts of the sentence (usually participle phrases in post position):

Cf. In similar cases a comma is expected in the related Russian sentence.

3. To give greater emphasis to different clauses:

THE COLON

The colon may be used at the writer's discretion, if he thinks that the pause is not sufficiently marked by a semicolon. On this point no fixed rules can be given.

The colon generally is used:

1. To introduce an additional remark in explanation or in confirmation of a previous statement:

E.g. It was a really magnificent garden: smooth green lawns and a gorgeous maze of flower-beds in the foreground...(Conrad.)

E.g. With them, or near them, are two children: boy and girl.
(Ch.Dickens.)

2. To introduce a quotation; but the comma is also used in such cases:

E.g. Then addressing me, she said, with enforced calmness: "My san is ill." (Ch.Dickens.)

E.g. Paechen... said in recognisable English: "Good evening, sir, how are you?" (Fox.)

E.g. And a voice said: "Oh, there you are!" (J.Galsworthy.)

But also:

E.g. All it [the note] said was, "My dear Trottwodd, I am staying at the house of papa's agent, Mr. Waterbrook.." (Ch.Dickens.)

3. To set off the second coordinate clause of a compound sentence, joined asyndetically, when it serves to explain the first. It serves to express the relation which a conjunction would express:

E.g. Breakfast over, Aunt Polly had family worship: it began with a prayer built from the ground of solid courses of scriptural quotations. (M.Twain.)

4. To recapitulate a series of coordinated clauses. Here the colon is followed by a dash:

E.g. The storm had passed; the sun was shining on the green leaves of the trees; the streams were dancing around the rocks; the birds hopped about him as they chirped their cheerful notes: - such were the pleasant scenes and sounds that welcomed the wanderer back to his home.

Cf. In the corresponding Russian sentences the dash only is required.

5. Before enumerations:

E.g. The play began. It depicted the rising in the Tyrol in 1809: the village life, dances and yodelling; murmurings and exhortations, the warning beat of drums, then the gathering, with flintlocks, pitchforks,

knives; the battle and victory, the homecoming, and festival.
(J.Galsworthy.)

THE DASH

The dash is used:

1. To mark a break or an abrupt turn in a sentence:

E.g. "And Richard says, father" - Meg resumed, then stopped.
"What does Richard say, Meg?" asked Toby. "Richard says, father. -"
another stoppage. (Ch.Dickens.)

2. To mark a faltering or hesitating speech:

E.g. "I - I - I - know you have a quick ear," said Dot, placing her
hand upon her heart and evidently talking on, as fast as she could, to hide
its palpitating state. (Ch.Dickens.)

3. The dash is sometimes used instead of brackets before and after the parenthesis:

E.g. The pipe lay in the usual place - the carrier's dreadnought
pocket - with the little pouch, her own work, from which she was used to
fill it. (Ch.Dickens.)

4. The dash is sometimes used before detached (loose) appositions:

E.g. She was seventeen then - a beautiful young creature.
(J.Galsworthy.)

5. When the subject of a sentence is of such length, or of such complexity, that its connection with the verb might easily be lost sight of, it is sometimes summed up by some short expression. In such a case a dash follows the subject:

E.g. Mrs.Peerybingle, going out into the raw twilight, and clicking over the wet stones in a pair of patterns that worked innumerable rough impressions of the first proposition in Euclid all about the yard - Mrs.Peerybingle filled the kettle at the waterbutt. (Ch.Dickens.)

Cf. In Russian the dash is not used in similar cases.

6. The dash may be used to mark off part of a compound sentence.

a) It may be used, like the colon, to set off the second coordinate clause of a compound sentence, joined asyndetically, when it serves to explain the first. It serves to express the relation which a conjunction would express:

E.g. Ellsworth advised a triangular piano - the square shapes were so inexpressibly wearisome to the initiated. (Th.Dreiser.)

Cf. In Russian the colon is used for this purpose.

b) Occasionally it may be used before the conjunction 'or'.

E.g. She was disappointed - or did it only seem to him? (H.Wells.)

c) Sometimes we find a dash before the conjunctions 'for' and 'so'.

E.g. Becky was gone to her Constantinople home to stay with her parents during vacations - so there was no bright side to life anywhere. (M.Twain.)

7. To recapitulate a series of coordinated clauses. Here the colon is followed by a dash:

E.g. The storm had passed; the sun was shining on the green leaves of the trees; the streams were dancing around the rocks; the birds hopped about him as they chirped their cheerful notes: - such were the pleasant scenes and sounds that welcomed the wanderer back to his home.

BRACKETS

Brackets are used to insert a parenthetical sentence in the middle of a main sentence:

E.g. Presently returning, less the patterns (and a good deal less, for they were tall and Mrs.Peerybingle was but short), she set the kettle on the fire. (Ch.Dickens.)

THE FULL STOP (OR PERIOD)

1. The full stop or period indicates the close of a complete sentence:

2. The full stop is also used after the most abbreviations and after initial letters:

E.g. Capital, Vol.I, p.393, H.Sweet, M.A., Ph.D., etc.

THE NOTE OF EXCLAMATION

The note of exclamation is used after words or sentences which express emotion:

THE NOTE OF INTERROGATION

The note of interrogation is used after direct questions:

PERIODS (OR DOTS)

The dots are used at the end of a complete sentence - one-member or two-member - to denote implication. The dots are placed before a full-stop or any other punctuation mark.

E.g. Poor father: Not so big after all - and with no one to look after him And every day he had to work and was so tired to be a Mr.Macdonald (K.Mansfield)

Cf. In Russian periods are used at the end of an incomplete sentence. Also, the dots are used instead of a full-stop or a comma in Russian, so after the dots the full stop is not required.

INVERTED COMMAS

Inverted commas are used to mark the beginning and end of a quotation:

THE APOSTROPHE

The apostrophe is used to show that some letter or letters have been omitted:

E.g. "I think we're fellow lodgers here." (S. Maugham.)

Note. There is a tendency in the English language to use apostrophes instead of inverted commas to mark off direct speech clauses.

THE HYPHEN

Note. - A hyphen is shorter than a dash.

The hyphen is used:

1. To join the group of attributive words (attributive sentence):

E.g. There is a sort of Oh-what-a-wicked-world-this-is-and-how-I-wish-I-could-do-something-to-make-it-better-and-nobler expression about Montmorency. (J.K.Jerome)

2. To join the parts of a compound word:

E.g. coal-pit; printing-press; man-of-war; wage-cuts.

3. To divide a word at the end of a line:

E.g. numer-al; investi-gat-ed; col-lective ; rec-ognize; sub-ject.

When carrying words to the next line, the following rules should be observed:

a) In compound words the second or third component is carried to the next line whether the word is hyphenated or non-hyphenated:

E.g. South-West, good-natured, self-admitted, pure-bred, forget-me-not.

E.g. micro-scope, some-thing, under-go, buck-wheat

b) Monosyllabic words are not divided. Here also belong monosyllabic words containing diphthongs or triphthongs.

E.g. Stop, sport, read, mission, changed, flower.

c) Words consisting of more or two syllables should be parted in pronounced syllables, each of them commencing, if possible, with a

consonant. Single letters are never carried, nor left behind in the previous line.

E.g. re-vo-lu-tion, dig-ni-ty, in-vi-du-al, con-spi-ra-tor

d) A double consonant in the root may always be divided.

E.g. com-mit-tee, com-mu-ni-ca-tion

e) The letter h in ch, sh, ph, tch, gh is inseparable, each of these digraphs being one sound.

E.g. arith-me-tic, teach-er, or-phan, diph-thong, daugh-ter, butch-er

f) In derivatives the suffixes and prefixes are separated from the root (if the pronunciation of the root remains unchanged).

E.g. un-change-able, un-qual-i-fied, in-dif-fer-ence, con-cen-tra-tion, pre-oc-cu-pied, dis-a-gree-ment, nour-ish-ment, com-part-ment, prac-ti-cal-ly, add-ing, lock-ing.

Appendix 2

Business Vocabulary

absolute	amend	attitude	buyer
accept	amendment	attorney	bylaws
accommodate	amortization	attractive	calculate
account	amount	auction	campaign
accrue	analogous	auctioneer	capability
accumulate	analysis	audit	capacity
abate	analyze	authority	capital
acceleration	announcement	authorization	case
accession	annual	authorize	cash
accounty	annum	automate	castings
accumulation	anticipate	automation	casualty
acquisition	apartment	available	catastrophe
activity	apparently	average	certificate
actual	appear	back-up	certify
addition	appendix	background	cessation
acceptable	applicable	balance	characteristics
acceptance	application	bank	charge
accommodation	apply	bankruptcy	chart
accomplish	appoint	bargain	check
accurate	appraisal	bargain-seeking	circuit
adapt	appreciate	base	circumstance
additional	approach	basis	civic
adequate	appropriate	batch	civil
adjust	approval	behalf	claim
adverse	approximately	beneficial	classic

advertising	aquaint	benefit	classified		
abandonment	arbitrage	bet	clause		
access	area	beverage	cleanliness		
according	arrange	bid	clearing		
accountable	arrears	bidder	client		
accuracy	assemble	bill	coalition		
advice	assert	billion	code		
advisable	assess	bind	coincide		
affect	asset	blank	collateral		
affiliate	assign	blend	collection		
agent	assignee	board	commence		
aggregate	assignment	body	commencement		
agree	assist	bond	commercial		
agreement	assistance	borrow	commission		
aids	associate	borrower	commit		
allege	association	brake	commitment		
allocate	assume	breach	commodity		
allowances	assumption	breaker	common		
alter	assurance	brochures	commonwealth		
alteration	attach	broker	company		
alternate	attempt	brokerage	compensate		
alternative	attendee	burden	compensation		
compete	consultant	current	depreciation	competition	
consultation	curve	deputy	competitive	consumer	custodial
derive					
compile	contact	custody	design		
complement	content	customary	designate		
compliance	context	customer	desirous		

comply	contingency	customs	desist
compose	contingent	damage	despite
composition	continuation	data	destination
comprehensive	continuous	deal	destruction
compromise	contra-side	dealer	detect
compute	contract	debit	detection
concept	contract-holder	debt	deterioration
conceptional	contractoral	debtor	determination
conceptual	contractual	debug	determine
concessionaire	contrast	decade	develop
conclusion	contribute	deceased	development
condemn	control	decimal	device
condemnation	controller	declare	diligence
condition	convenience	decline	dilute
conduct	convention	decrease	diminish
confer	conversation	decree	disability
confidence	conversely	deduct	disburse
confidential	convert	deductable	discharge
confirm	convey	deductions	disciple
conflict	cooperate	deem	disclose
conform	cooperative	default	disclosure
conglomerate	coordinate	defer	discontinuance
conjunction	copy	deficiency	discontinuation
connection	copyright	definite	discontinue
conscience	cornerstone	degree	discount
consent	corporate	delay	discrepancy
consequence	corporation	delinquent	discretion
consequently	corresponding	deliver	discussion

conservative	costly	delivery	dishonor
consider	council	delta	dispose
considerably	couple	delve	disposition
consideration	course	demand	dissolution
consistent	court	demise	dissolve
consolidate	covenant	denominate	distinct
constitute	coverage	denominator	distinctive
constraint	create	depart	distribute
construct	credit	department	distribution
construction	creditor	depend	distributor
constructive	crucial	deposit	dividend
construe	cumulative	deposition	division
consult	currency	depository	doctoral
doctrinal	environment	explore	frequent domain
environmental	export	fuel	
domestic	equipment	exposure	full-scope
dotted	equity	expressly	fund
draft	equivalent	extend	furnish
drop	era	extension	furthermore
due	erect	extensive	future(s)
duly	erode	extent	general
duplicate	erosion	exterior	generate
duplication	error	external	gift
dynamic	escalator	extraordinary	goal
earn	escort	extreme	govern
earnest	essence	extruded	government
economy	establish	facilitate	grant
effect	estate	factor	gross

effective	estimate	factual	guarantee
efficiency	etc	faculty	guarantor
efficient	evaluate	failure	guaranty
ejection	evaluation	faithful	hardware
elapse	eviction	fault	harmless
elect	evidence	favour	heir
election	exceed	favourite	hence
eliminate	excess	fax	hereafter
elope	exchange	feasible	hereby
elsewhere	excise	fee	herein
emergency	exclude	finance	hereinafter
eminent	exclusive	financial	hereof
emotivism	execute	firm	hereon
employ	executive	first-class	heretofore
employee	executor	fixtures	hereunder
enable	exemplify	flexibility	high-risk
enclose	exempt	fluctuate	hinder
encompass	exercisable	fluctuation	holder
encumber	exercise	focus	hopefully
encumbrance	exhibit	forecast	hospitality
endeavour	expand	foreclose	howsoever
enforce	expansion	foregoing	humbling
enforcement	expectation	foremost	hypothetical
engineering	expeditiously	form	identify
enhance	expend	forthcoming	illegal
enrolling	expenditure	forthwith	immediate
ensure	expense	fortune	impact
enterprise	experience	foster	impair

entitle	expert	foundational	impart
entity	expertise	fractional	implement
entrepreneurial	expiration	frame	implementation
entry	expire	free	impose
impress	intent	levy	mission
impression	inter-relationship	liability	modification
impromptu	interact	liable	modify
inc	interaction	license	monetary
inclement	interest	licensee	monies
include	interest-rate	lien	monitor
income	interface	limitation	monthly
incompetence	interior	linkage	mortgage
incompetent	intermarket	liquidate	mortgagee
incorporate	internal	liquidation	multi-faceted
incur	interruption	liquidity	multi-lingual
indebtedness	interview	list	multi-media
indemnify	intrinsic	litigation	mutual
indemnity	introduce	loan	negligence
index	introduction	location	negociation
indication	invalid	long-term	net
indicative	invalidate	loss	nominee
induce	invalidity	lot	non-corporate
inference	inventory	machinery	non-current
information	inversely	mainframe	non-customer
infraction	investigation	maintenance	non-involved
infrastructure	investment	management	non-operating
initial	investor	manager	non-payment
injure	invitee	managerial	non-profit

injury	invoice	mandate	non-worker
inquiry	invoke	manpower	nonetheless
insecure	involve	manual	nonprevailing
insolvency	irrevocably	manufacture	notably
insolvent	issue	manufacturer	note
inspect	item	market	notice
instability	itemization	market-maker	notification
install	joint	marketable	notify
installation	journal	master	notwithstanding
instalment	journey	materialize	obligate
institution	judgement	maximize	obligation
institutional	justice	meantime	observation
instruction	keystone	measurement	occupancy
instructor	kick-back	media	occur
instrument	labour	mementos	off-site
insulate	landlord	memorable	office
insurance	law	mercantile	officer
insure	lawful	merchandise	official
intangible	leadership	messenger	offset
integration	lease	mingle	omission
integrity	legal	minimize	on-the-spot
intend	lender	minimum	operate
intense	leverage	minority	operation
opposite	portfolio	property	recent
option	portion	proportion	reciprocal
order	pose	proportionately	recognition
ordinance	position	proprietary	recognize
organization	postage	prorate	record

origin	postpone	prospective	recovery
otherwise	practice	protect	rectify
outage	pre-existing	protection	reduce
outcomes	preceding	protest	reduction
outline	preclude	provision	reevaluate
output	predecessor	prudential	reference
outstanding	predict	publicity	refund
overall	preliminary	publishing	refurbishment
overhaul	premise	purchase	regard
overhead	premium	purchaser	regardless
overriding	prepay	purpose	register
overview	prepayment	purview	regulation
parking	prescribed	qualifications	regulatory
partial	present	qualify	reimburse
participant	presentation	quality	reinstall
partnership	presentment	quantify	reinstallation
party	preservation	quantitative	reinstate
payable	primary	quantity	reject
payee	principle	quantum	relation
payment	prior	quarter	relationship
peaceable	priority	quarter-end	relative
penalty	privacy	quarterly	relativism
per	private	quasi-public	release
percent	privatization	question	relief
percentage	probability	questionnaire	religion
perclude	probable	quotation	religious
perform	problem	quote	remainder
performance	procedure	random	remaining

period	proceed	range	remargine
perishable	process	rata	remarkably
permanent	product	rate	remedy
permission	productivity	ratio	removal
permit	profile	razor	remove
personal	profit	re-auctioned	renew
personnel	profitability	re-sell	renewal
perspective	profitable	readjustment	rent
pertain	programmable	reasonable	rental
ph.d.	programming	rebate	reorganization
pilot	project	receipt	repair
plan	promissory	receivable	replacements
pledge	promotion	receive	reply
point	promptly	receiver	report
reposition	saving	staff	surveillance
represent	schedule	standard	survey
representative	section	start-up	swap
reproduce	secure	statement	switch-over
repurchase	security	statistical	tariff
reputation	seek	statute	tax
request	segregate	stock	technical
require	segregation	store	technique
requirement	selection	straddle	technological
resale	self-regulatory	straightforward	technology
rescind	seller	strangle	temporary
research	semi-annually	strategy	tenancy
resort	senior	strengthen	tenant
resource	series	strife	tend

respect	service	stringent	tender
respectively	session	structure	tension
respond	set-off	subcommittee	tent
response	settle	subcontractor	tentative
responsibility	settlement	subject	term
responsible	severally	sublet	terminate
responsive	severe	submit	termination
restore	share	subordinate	thereafter
restriction	shareholder	subordination	thereby
restructuring	sheet	subsequent	therefore
retail	shutdown	subsidiary	therein
retailer	sign	substation	thereof
retain	signatory	substitute	thereon
revalue	signature	substitution	thereto
reveal	significant	subtenant	thereupon
revenue	similar	subtract	thorough
reverse	simulate	successful	thoughtfully
review	single	successive	threat
revise	site	successor	threshold
revolt	slide	sue	through-hole
ripple	sole	sufficient	tick
risk	solution	suitable	timely
risk-based	solvency	summarize	to-wit
routinely	span	summary	topic
routing	specialize	supersede	total
royalty	specific	supervision	trade
rule	specification	supervisory	trade-off
safeguard	specify	supplier	trademark

safety	speculate	support	trader
sale	spot	surface	train
sample	spread	surplus	transferable
satisfy	square	surprise	transaction
save-by-mail	stable	surrender	transcription
transfer	venture		
transferee	verification		
transition	via		
transmission	viability		
treasury	violation		
treatment	visa		
trespass	void		
truck	volatile		
trust	volatility		
trustee	voluntary		
type	volunteer		
uncertain	vote		
unconditional	waive		
underlying	waiver		
undersigned	warning		
unenforceability	warrantee		
unenforceable	warranty		
unexpired	welding		
unfavorable	whatsoever		
unfit	whereby		
uniformly	wholesale		
unimpaired	withdrawal		
uninterruptable	withheld		

unique witness
unit workmanlike
unlimited worth
unpaid worthless
unparalleled wrap
unreasonably yearly
unsatisfied zero
unsecured zip
unsound
untimely
update
user
utility
utilization
utilize
vacate
valid
value
variability
variable
variation
various
vehicle
vendor

BUSSINESS ENGLISH

Учебно-методические материалы для студентов старших курсов
факультета английского языка

Автор: Александр Николаевич Яржемский

Подписано к печати

Формат 60х90 1.16

Печ.л.

Тираж

Заказ

Цена договорная

Типография НГЛУ им.Н.А.Добролюбова

603155. Нижний Новгород, ул.Минина, 31а