

A Reader-friendly Glossary in Plain English

Takayoshi TAKEI

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Abstract

This paper discusses what roles a glossary plays in a book with a lot of technical terms, and what would be an ideal glossary. The subject book that this paper particularly analyzes here is *ICC Guide to Export/Import*¹. The first section refers to the aim of a glossary and what would be necessary for an ideal glossary; the second argues why 'plain English'² is useful for a glossary; the third considers how to help readers to find the noted terms in the glossary; the fourth critically discusses the way the subject book makes its glossary; and the five, as conclusion, suggests an ideal glossary for the subject book.

1. Glossaries — their aim, ways of writings and organization

Oxford Advanced Learner's Dictionary 8th Edition (2010) defines glossary as "a list of technical or special words, especially those in a particular text, explaining their meanings." Glossaries are meant to help readers, especially

¹ Jimenez (2012)

² See for example, Baikey (1990); Blamires (2000); Charrow et al. (1995); Cutts (1995), (2004); Dickerson (1965); Gowers (1986); Gunning (1968); Itoh (2014); Wydick (1998).

beginners, to understand easily and clearly technical key words/phrases in the books.

For this aim, those technical terms should be paraphrased into as simple, short, clear sentences as possible. The words used in the sentences should be those that readers are likely to understand. Some glossaries, however, are written with quite full of technical terms in rather complicated compound sentences. Another preference of readers' is a kind of indication as to which words/phrases in the text are 'glossarized'³ or explained in the glossary. Readers sometimes look for explanations of their unfamiliar words/phrases in the glossary in vain. Also important is the way of organizing related terms and information. About organization, some are just an alphabetically arranged list of words with no cross-reference to related terms; others certainly give cross-reference guides, which would, however, leave organizing the cross-referenced information to the reader's discretion. A well-organized glossary would give the reader an all-round view or systematic network of related words/phrases.

An ideal glossary would be written in clear, simple, short sentences by using familiar words for the reader, in a well-organized way, and with a sign that shows glossarized words and phrases. *OXFORD HANDBOOK OF Legal Correspondence*⁴ (OHLC) is a good example that provides an ideal glossary. Its "Introduction" explains how the glossarized terms are organized as follows:

Throughout the text, legal terms are generally explained when they first occur. Legal terms that appear in SMALL CAPITALS when they first occur in a unit are explained in the Glossary at the back of the book.

On the other hand, *OXFORD HANDBOOK OF Commercial*

³ Allow me to use "glossarize" here by which I mean "to explain in the glossary."

⁴ Haigh (2007)

*Correspondence*⁵ (OHCC) gives no such reference in its “Introduction,” although the glossarized words are shown in the text in small capitals. The former was published in 2006 while the latter in 2003. It might have taken 3 years for the OXFORD HANDBOOK team to make an improved, more reader-friendly glossary, although a model of the ideal glossary was already supplied by H.G. Widdowson⁶ in 1996 in another book published by Oxford University Press.

The model is the glossary of the Series of *Oxford Introductions to Language Study*. The preface of *Pragmatics* (Yule 1996), one of the series, notes about its glossary as follows⁷:

Certain terms in the Survey appear in bold. These are terms used in a special or technical sense in the discipline. Their meanings are made clear in the discussion, but they are also explained in the Glossary at the end of each book. The Glossary is cross-referenced to the Survey, and therefore serves at the same time as an index. This enables readers to locate the term and what it signifies in the more general discussion, thereby, in effect, using the Survey as a summary work of reference.

The way shows that the series' editor, Widdowson, surely strived to make the series as reader-friendly as possible. The subject book, *ICC Guide to Export/Import* (4th ed.), however, does not provide any marking about which terms are glossarized ones. All the words used in the glossary are not familiar for the beginner reader; quite a few of them are technical ones and some look common words but their usage or meanings are peculiar to the export/import field. The sentences are often rather compound and

⁵ Ashley (2004)

⁶ Widdowson is the Series Editor of *Oxford Introductions to Language Study*.

⁷ Yule (1996): *Pragmatics*, PREFACE, XIII.

complicated than simple, easy and readable ones.

Cross-references should help the reader to integrate the related terms into a whole picture of the group of the words. The subject book certainly provides cross-references, but some of them direct the beginner reader to go hither and thither without supplying a comprehensive and perspective map. An interesting fact about the book is that it is certainly a very good guide book as long as the body text goes, but it invites the beginner to the cross-referential maze in the glossary. It provides a well-organized description of those peculiar terms to the international trade in the body text. Its index offers well-arranged references to related sections of the body where the systematic explanations of the terms and their related information are displayed. But it does not cross-reference to the glossary.

A workable cross-reference system for the reader should be so designed that the body text, glossary and index may play complementary roles. Both OHLC and OHCC arrange the three parts quite nicely and functionally. The glossaries are for those technical terms and concepts while the indexes cover almost all the words and phrases (including the terms glossarized) in the body text except for common and everyday ones. All those in the indexes have reference numbers that show the pages where they appear. The glossarized ones are provided with not only reference page-numbers in the body text but also those in the glossary. When you look up "bills of lading" in the index of OHCC, for example, the index shows as follows: "bill of lading (B/L) 198, 202, 288g." The 288g means page 288 and that the term is glossarized there.

The cross-reference system of OHLC and OHCC is, however, yet to be perfect. The glossarized words/phrases have reference numbers, which, however, do not indicate the page(s) where the words appear but the section in which the words are used. From the glossary, you would not return to the technical word and its context straightaway. About the index, except for those necessary to be explained in the glossary, most of the entries in the

index seem to be those that the reader dispenses with.

A more helpful system would be that the detailed and systematical descriptions in the body text is adequately and sufficiently indexed by the glossary. The glossary functions as the index too. The model in this sense is Yule (1966), again. The glossary is cross-referenced to the body text. It serves as an index too, which enables the reader to locate the term and to realize what it means in detail there.

2. Why Plain English is Useful for a Glossary

Since the aim of a glossary of a book is to help the reader to understand technical or difficult terms in the text of the book, the words used in the glossary should be as familiar to the reader as possible. Also the sentence constructions of the glossary should be as simple and clear as possible. The aim goes very well with that of 'plain English'⁸.

What is 'plain English'? Among advocates⁹ of 'plain English' or 'plain writing,' Martin Cutts in Cutts (1995) describes as his view 'plain English' as follows¹⁰:

The writing and setting out of essential information in a way that gives a co-operative, motivated person a good chance of understanding the document at first reading, and in the same sense that the writer meant it to be understood. This means pitching the language at a level of sophistication that suits the readers and using appropriate structure and layout to help them navigate through the document. It does not mean always using simple words at the expense of the most accurate words or writing whole documents in kindergarten language.

⁸ See Cutts (1995)

⁹ For example, Baikey (1990); Blamires (2000); Charrow et al. (1995); Cutts (1995), (2004); (Dickerson (1965); Gowers (1986); Gunnig (1968); Itoh (2014); Wydick (1998).

¹⁰ Cutts (1995), p.3.

As other plain-English advocates present their ideas how to achieve the aim, Cutts sets out 20 guidelines, which are often used by professional editors. He emphasizes that the guidelines are not rules¹¹. The 20 guidelines are these¹²:

Style and grammar

1. Over the whole document, make the average sentence length 15 to 20 words.
2. Use words your readers are likely to understand.
3. Use only as many words as you really need.
4. Prefer the active voice unless there's a good reason for using the passive.
5. Use the clearest, crispest, liveliest verb to express your thoughts.
6. Use vertical lists to break up complicated text.
7. Put your points positively when you can.
8. Reduce cross-references to the minimum.
9. Try to avoid sexist usage.
10. In letters, avoid fusty first sentences and formula finishes.
11. Put accurate punctuation at the heart of your writing.
12. Avoid being enslaved by writing myths.
13. You can be a good writer without learning hundreds of grammatical terms.

Preparing and planning

14. Plan before writing.

Organizing the information

15. Organize your material in a way that helps readers to grasp the important information early and to navigate through the document easily.
16. Consider different ways of setting out your information.

¹¹ Cutts (1995), p.2

¹² Cutts (1995), pp. 9-10

Management of writing

17. Manage colleagues' writing carefully and considerately to boost their morale and effectiveness.

Plain English for specific purposes: instructions and legal documents

18. Devote special effort to producing lucid and well-organized instructions.
19. Apply plain English techniques to legal documents such as insurance policies, car-hire agreements, laws and wills.

Layout

20. Use clear layout to present your plain words in an easily accessible way.

The 20 guidelines are certainly comprehensive as a whole and worth taking into account. But some are not very central or fundamentally relevant to writing a glossary, particularly the glossary of the subject book. Among the 20 guidelines, those of Nos. 10, 13 and 17-19 seem to be peripheral in terms of providing a glossary. No. 10 is specifically for writing (business) letters, No.17 for management of writing, and Nos. 18 and 19 are chiefly for specific purposes of instructions and legal documents. The guideline No. 12, "Avoid being enslaved by writing myths," sounds a mysterious direction. By this Cutts (1995) means: never mind tenacious schoolroom mythology like these¹³:

Myth 1: You must not start a sentence with 'but.'

Myth 2: You must not put a comma before 'and.'

Myth 3: You must not end a sentence with a preposition.

Myth 4: You must not split your infinitives.

Myth 5: You must not write a one-sentence paragraph.

Myth 6: You should write as you speak.

¹³ Cutts (1995), pp.94-98.

Myth 7: You should test your writing with a readability formula.

Certainly almost useless are these nit-picking 'dogma' and just following the guideline.

Guidelines Nos. 1-4, 6, 11 and 20 seem obvious or evident. Guideline No. 1, "Over the whole document, make the average sentence length 15 to 20 words," is simple and straightforward enough to put into practice easily. That of No.3, "Use only as many words as you really need," would remind you of one of the four maxims of Grice's Co-operative Principles: "QUANTITY: Make your contribution sufficiently informative for the current purposes of the conversation. Do not make your contribution more informative than is necessary."

The rest of the guidelines are certainly understandable conceptually, but they need to be paraphrased with some examples. The guideline No. 5, "Use the clearest, crispest, liveliest verb to express your thought," mainly means preferring verbs to their noun forms with nominalization-linking verbs such as *make*, *have*, *give*, and *be*. Cutts (1995) gives the comparison between (a) and (b) as follows¹⁴:

- (a) The original intention of the researchers was to discover the state of the equipment.
- (b) Originally the researchers intended to discover the state of the equipment.

The guideline No. 7, "Put your point positively when you can," warns you to avoid using so-called negative expressions such as 'un-' words like *unnecessary* and *unless*. It also includes negative-meaning sentences with *not*, *less than*, *not more than*, for example. The following comparison between (c)

¹⁴ The comparison between (a) and (b) is from Cutts (1995), pp.57-58.

and (d) demonstrates the truth of the guideline¹⁵: (d) is positive and simpler, and therefore straightforward.

(c) Vote for not more than one candidate.

(d) Vote for one candidate only.

The guideline No. 8, “Reduce cross-reference to the minimum,” seems to go against one of the factors of my ‘ideal glossary.’ Certainly the examples Cutts (1995) mentions to support the guideline are convincing as far as the specific matter, a pension policy is concerned:

In the event of the policyholders being alive on the vesting date and having given (or being deemed to have given) appropriate notice in the accordance with provision 11.4 the provisions set out in this provision 5 shall apply provided that where by reason of the policyholder’s exercise of the option under provision 6.2 or 6.3 the vesting date is a day which is not the specified date, provision 5 shall apply subject to any consequential alterations arising under the relevant of provision 6¹⁶

The example is an extreme one with skeins of cross-reference. Cutts (1995) admits that “Plain English can’t improve this very much. The only hope is to scrap it and start again.”

As is shown by the cross-reference of Yule (1996), a well-organized system of the body text and glossary cooperatively help readers figure out the whole picture of the discipline. Such complementary relations between the body text and glossary are a must for handbooks and primers of the discipline. Yule (1996) marks glossarized technical terms in bold while

¹⁵ The comparison between (c) and (d) is from Cutts (1995), p.67.

¹⁶ Cutts (1995), p.69.

explanations of the terms in the glossary refer to the pages where the boldface words appear. The marked words usher the reader to the glossary to find their explanation, while the cross-reference numbers in the glossary help the reader to return to the marked words and to understand them in the right context.

The guideline 9, “Try to avoid sexist usage,” suggests using sex-neutral terms (‘business people’ for ‘businessmen’, ‘headteacher’ for ‘headmaster’, for example), and using plurals as singulars: ‘they’, ‘them’ and ‘their’ as the pronoun forms for ‘someone’ or ‘everyone’, and ‘someone’s’ or ‘everyone’s’ respectively. The guideline 10, “Sound starts and excellent endings”, is for writing letters and it is needless for writing a glossary.

The guideline No.16, “Consider different ways of setting out your information,” suggests using tables, listing, and flow-charts, depending on kinds or types of information.

From the above discussion of Cutt’s 20 guidelines, Nos. 1-7, 9, 16 and 20 should be particularly considered when writing a glossary of the subject text.

3. How to mark glossarized terms in the text.

As referred in the Section 1, a kind of indication as to which words/phrases in the text are glossarized is necessary to make a cross-reference system workable. There are ways of marking a word to be glossarized: setting an asterisk against the word; enclosing it in quotation marks, brackets, or parentheses; underlining the word; writing it in italics, capitals, and printing it in Gothic face.

Let us discuss which way of marking is appropriate for the purpose, considering the basic usage of these ways of marking and their noticeability. Each of them has its own basic usage. An asterisk is “a symbol (*) used in

text as a pointer to an annotation of footnote.”¹⁷ Because a glossary is a kind of annotation list, the mark should be on the shortlist though it is not very noticeable. Quotation marks are “visual cues that isolate one group of words in a text from another group. The isolated groups may be the exact words of a speaker or writer, titles of various kinds, or words used in a special sense.”¹⁸ Technical terms are in general “words used in a special sense,” and the marks are on the shortlist too, though they are mainly used for citation in the text. Parentheses are, according to Flick & Milland (1999), are the same in usage as commas and dashes: they enclose non-essential elements, such as “asides, minor digressions, amplifications, or explanations.”¹⁹ “Brackets should be considered a supplement to parentheses, not a substitute for them,”²⁰ as the following example (e)²¹ and they “serve as parentheses within parentheses,”²² as the example (f)²³ below:

- (e) In November, they [Napoleon’s forces] were driven to foraging for potatoes in the frozen earth.
- (f) Wayne Skene holds quite a different view of the security of our electric power supply (Delusions of Power [Vancouver: Douglass & McIntyre, 1997], chap.1)

The explanation and the examples of Flick & Milland (1999) suggest that neither parentheses nor brackets should be appropriate for the purpose.

What about forms of letters in printing, such as italics, capitals and

¹⁷ *Oxford Dictionary of English*, 2nd ed. revised, 2005 (OUP)

¹⁸ Flick & Milland (1999), p.171.

¹⁹ Flick & Milland (1999), p.167.

²⁰ Flick & Milland (1999), p.169.

²¹ Flick & Milland (1999), p.169.

²² Flick & Milland (1999), p.169.

²³ Flick & Milland (1999), p.169.

Gothic faces? Italics are, according to Flick & Milland (1999)²⁴ and Aaron & Bander (2005)²⁵, used mainly for the following four purposes: (1) writing titles of works such as books, periodicals, plays, musical compositions, and paintings; (2) indicating name of ships and aircraft; (3) showing the slant forms as foreign words, or as cited words rather than used for their meaning; and (4) emphasizing particular words. “However, because italic letters are not available on standard typewriters, underlining is used instead.”²⁶ Underlining is the same in usage as italics. Certainly both italics and underlining are quite noticeable, but they have too many uses to be specific to a glossary.

By capitalization I mean here writing letters of a word all in capitals. However, handbooks for writers, to my best knowledge, do not refer to the use. The general uses of capitalization are writing the first letter of a word for (1) the first word of a sentence; (2) proper nouns; (3) titles of works, though in which articles, ‘to’ in infinitives, prepositions and conjunctions are not capitalized; (4) titles of persons; (5) the letters of an abbreviation; and (6) I, the subject form of the first person pronoun. The use of SMALL CAPITALS in OHLC and OHCC is unique, perhaps in order to mark the form off from the general capitalization. In terms of noticeability, however, the small capitalization is less conspicuous than the Gothic-face letters in Yule (1996).

Considering all the candidates for marking glossarized words discussed above, showing technical terms in bold is unique, and an ideal way for the purpose.

4. Problems with the glossary of *ICC Guide to Export/Import*

Some problems with *ICC Guide to Export/Import* were mentioned above

²⁴ Flick & Milland (1999), pp.188-190.

²⁵ Aaron & Bander (2005), pp.116-117.

²⁶ Flick & Milland (1999), p.188.

along with the discussions of an ideal glossary and of the Plain-English guidelines that should be applied to writing a glossary. One is with the vocabulary for a glossary, and another with sentence length and constructions. Using tables and listing are useful guidelines. Though Cutts (1995) suggests avoiding cross references, effective and helpful for the reader is such a systematic cross-reference as that of Yule (1996). Also did I point out that necessary is marking in some way technical words that are explained in the glossary. The subject book does not mark the glossarized words nor does its glossary cross-reference to the pages where the terms appear in the text. Although technical terms should be sparingly used in a glossary, they should be marked accordingly if only they are important factors as shown below in (iB) and (iD). Compare the following (gA)²⁷ and (gB). The former is an excerpt from the subject book and the latter shows the glossarized words are marked in bold.

(gA) The definition of commercial sales excludes sales to consumers (who are not merchants) as well as sales of financial instruments, real estate or intellectual property. International commercial transactions are similar to domestic commercial transactions in that they make use of standard forms such as pro forma invoices and purchase orders, bills of lading, etc. Business people familiar with domestic commercial transactions should find it relatively easy to learn the basics of export-import. However, the additional distances, currencies and other variables involved in international trade compel us to use instruments (such as Incoterms and the letter of credit) that are not commonly used in domestic trade.

(gB) The definition of commercial sales excludes sales to consumers (who are not merchants) as well as sales of financial instruments, real estate or intellectual

²⁷ Jimenez (2012), p.13.

property. International commercial transactions are similar to domestic commercial transactions in that they make use of standard forms such as **pro forma invoices** and purchase orders, **bills of lading**, etc.

Business people familiar with domestic commercial transactions should find it relatively easy to learn the basics of export-import. However, the additional distances, currencies and other variables involved in international trade compel us to use instruments (such as **Incoterms** and the **letter of credit**) that are not commonly used in domestic trade.

The reader of (gB) would find with more ease than otherwise which words are glossarized. Also cross-referential indexes would be greatly helpful for the reader. The glossary explanations of the subject book are (hA), (hB), (hC) and (hD), while (iA), (iB), (iC) and (iD) are plain-English versions of mine respectively. The bracketed at the end of the explanations of (iA) ~ (iD) cross-refer to the chapters and sections that detail the terms. For example, [5.2b] means Chapter 5, Section 2b.

(hA) **Pro forma invoice** --A sample invoice provided by an exporter prior to a sale of shipment of merchandise, informing the buyer of the price, kinds and quantities of goods to be sent, and important specifications (weight, size, and similar characteristics). The pro forma invoice not only acts as the contractual offer (which may be accepted by the importer's transmission of a purchase order), it is intended to be exactly replicated in the final commercial invoice, so that the buyer receives no surprises as regards either the goods or the price. Importers may need a pro forma invoice to be able to apply for an import licence or a foreign exchange permit. In the case of a letter of credit, the pro forma invoice is frequently used to inform the importer of the amount for which the letter of credit has to be opened.

(iA) **Pro forma invoice** - a sample invoice that an exporter gives to a possible importer as an estimate of a sale of particular goods. It shows a set of

conditions of the sale, such as quantity, prices, time of shipment, and terms of payment. [5.2b]

The basic and essential knowledge of pro forma invoices in international trade can be summarized as (iA)²⁸, and the rest of (hA) should be cross-referred to the section that details the term in the relevant context. For the beginner, (hA) gives too much information and contains technical terms (*commercial invoice* and *letter of credit*) that are explained in the glossary.

In terms of plain-English, the sentences of (hA) are all lengthy: the longest has as many as more than 50. Compared with (hA), (iA) arranges much shorter and tighter sentences with plainer words and more verbs in the active voice. Even if (hA) is not for the glossary, it can be improved as the following (hA#):

(hA#) A pro forma invoice is a sample invoice that an exporter gives to a possible importer. It is an estimate of a sale of goods, giving a set of conditions of the sale, such as prices, time of shipment and terms of payment. It can be the contractual offer if the importer accepts the estimate by sending the exporter a purchase order.

Therefore, the commercial invoice of the sale is an exact copy of the pro forma invoice.

For this reason, a pro forma invoice enables the importer to apply for an import licence, a foreign exchange permit, and a letter of credit.

The length of the sentences of (hA#) averages about 20 words, though the second sentence has 27 words, and the last one as many as 25. While

²⁸ Compare (iA) with the definition of **pro forma invoice** given by, for example, OHCC, *Longman Business English Dictionary* (2000): “an invoice sent to a possible buyer as an example of prices etc. of different goods” (p.251)

(hA#) consists of five sentences, (hA) has four sentences, which have more than 30 words except for the third. The first and the second use more than 40 words.

The comparison between (hB) and (iB) shows how using vertical listing enables the reader to grasp the information easily both visually and conceptually.

(hB) **Bill of lading (B/L)** -- A document issued when goods are entrusted to a shipping company for carriage. It can serve as a formal receipt for the goods by the shipowner, a memorandum of the contract of carriage and documentary evidence of control over the goods. The holder or consignee of the bill has the right to claim delivery of the goods from the shipping company when they arrive at the port of destination.

Bills of lading may be negotiable (order B/L) or non-negotiable (straight B/L). Bills of lading may also be distinguished by the mode of transport used for the shipment. See marine bill of lading, multimodal transport bill of lading, air waybill, railway consignment note and sea waybill.

(iB) **Bill of lading (B/L)** -- A shipping document issued by the shipping company that has these functions as:

- (1) the shipping company's receipt of the goods with the information about the goods, the destination, the **consignee** (the party who the goods are sent to);
- (2) the contract to transport the goods to the destination; and
- (3) the right of the consignee to collect the goods on arrival. [8.4.b; 13.8]

In the same way as (hA), (hB) includes such information as should be left to the body text, while (iB) is enough as the basic knowledge of B/L. In fact, the gist of (hB) is detailed in the sections 8.4.b and 13.8. Whether negotiable or not is not the essential of B/L. Considering the guidelines Nos. 2 and 3 of Cutts (1995), the first three sentences are rather tautological with each other.

The first one is enough because it virtually means that the document is the shipping company's receipt of the goods, contract of carriage and documentary evidence of control over the goods. The cross-reference to marine bill of lading, multimodal transport bill of lading, air waybill, railway consignment note and sea waybill is rather distracting than conducive to an easy grasp of the essential of the term.

The following comparison between (hC) and (iC) evidences how helpful listing is for the reader to understand the information.

(hC) **Incoterms 2010** – A set of 11 international standard trade terms (also known as delivery terms). *Incoterms 2010* allows the parties to designate a point at which the costs and risks of transport are precisely divided between the seller and the buyer.

Incoterms also allocate responsibility for customs clearance/duties between the parties.

Since Incoterms are not law but are contractual standard terms, they do not apply to a given transaction unless the parties specifically incorporate them by referring to Incoterms, e.g.: "100 £/tone Liverpool *Incoterms 2010*" (in exceptional cases, Incoterms apply regardless of explicit mention in the contract, if there is a custom of trade or prior course of dealing which indicates reliance on Incoterms, or if the local jurisprudence creates a presumption in favour of applicability of Incoterms). Incoterms are elements of the contract of sale, which may be derived from the seller's tender or pro forma invoice. Thus, Incoterms only apply to the seller and buyer, one of whom will assume the role of shipper and enter into a contract of carriage. The contract of carriage should dovetail with the Incoterm in terms of allocation of transport costs and risks, but this will depend on the shipper giving precise directions to the carrier to ship according to the constraints of the given Incoterm. For a definition of the 11 currently valid Incoterms, and their standard abbreviations. See Chapter 3.

(iC) **Incoterms 2010** – A set of 11 international standard trade terms, such as FOB, CFR, and CIF that the International Chamber of Commerce (ICC) published in 2010 to give definitions of the terms. Trade terms are essential for a contract of sale because they indicate what is included in the prices, and allocate the following key contract elements between the exporter and importer:

- (1) Transport costs;
- (2) Risk of loss or damage to the goods;
- (3) Export and import customs clearance and payment of duties if any; and
- (4) Insurance responsibilities [3]

The original description of Incoterms 2010, (hC), is too much and too particular in content. It is too wordy and too complicated in sentence construction. The essentials of Incoterms 2010 can be condensed, partly using listing, into such a description as (iC). Most of the information in (hC) is, in fact, elaborated systematically in the third chapter of the book. A cross-referential index as [3] is enough.

Even if (hC) is not a glossary explanation, it could be paraphrased into a clearer and more concise version by following the plain-English guidelines. An attempt of mine to make it compact is (hC#):

(hC#) **Incoterms 2010** is a set of 11 international standard trade terms, such as FOB, CFR, and CIF that the International Chamber of Commerce (ICC) published in 2010 to give definitions of the terms. The 11 terms of Incoterms 2010 and their abbreviations are given in the Section 3 respectively²⁹. They are not law but are contractual standard terms.

The parties (the exporter and importer) must agree to use a particular term of Incoterms 2010 in the contract of sale, for example:

²⁹ The description supposes that the 11 terms of Incoterms 2010 along with the abbreviations are given in the Section 3.

The price is US\$3450.00 per unit CIF Seattle.

Exceptionally Incoterms 2010 works without any mention of it in the contract,

- (1) if there is a custom of trade or a precedent for using Incoterms 2010;
or
- (2) if the local law prefers Incoterms 2010.

As they indicate, Incoterms 2010 enables the parties to agree on the following contractual points:

- (1) a point at which the costs and risks of transport precisely divided between the parties.
- (2) allocation of the respective party's responsibility for customs clearance/duties

The following comparison between (hD) and (iD) is similar to those of the previous ones (hA ~ C) and (iA ~ C) in that the former are too much and too particular in content as a glossary.

(hD) **Letter of credit (L/C)**; also **documentary credit (D/C)** -- A document issued by the importer's bank stating its commitment to honour a draft, or otherwise pay, on presentation of specific documents by the exporter within a stated period of time. The documents the importer requires in the credit usually include, at minimum, a commercial invoice and clean bill of lading, but may also include a certificate of origin, consular invoice, inspection certificate, and other documents. The most widely used type of credit in international trade is the irrevocable credit, which cannot be changed or cancelled without the consent of both the importer and the exporter. In a confirmed irrevocable credit, the confirming bank adds its irrevocable commitment to pay the beneficiary (the confirmation is an additional guarantee of payment).

Types of L/C:

-- *advised* -- a credit the opening of which the beneficiary has been informed by a local bank.

- *back-to-back* -- a system utilized by middlemen/intermediaries to finance a single transaction through the use of two Ls/C opened in succession (e.g., "back-to-back") in order to permit the middleman/broker to use the proceeds from the first credit to pay off his supplier under the second credit.
- *confirmed* -- a credit which has received an additional guarantee of payment by a local or highly reputable bank.
- *deferred* -- an L/C under which payment by the importer is to take place at a specified time after his receipt of the shipping documents.
- *import* -- an L/C used to finance importation of goods.
- *irrevocable* -- a credit which cannot be retracted or revoked once the beneficiary has been notified. There is a presumption under the UCP 600 that a credit is irrevocable.
- *red clause* -- an L/C allowing payments of advances to the beneficiary (originating in the wool trade in Australia, these clauses used to be printed in red ink)
- *revolving* -- A credit which can be drawn against repeatedly by the beneficiary. It can take a variety of different forms depending on whether the credit is limited in terms of time, number of possible drafts, maximum quantity per draft, or maximum total quantity.
- *cumulative revolving L/C* -- revolving L/C under which unused amounts can be carried forward and become available under the next draft.
- *sight* -- an L/C under which the beneficiary is entitled to present a sight draft or sight bill of exchange, which is a call for immediate payment upon acceptance of shipping documents.
- *standby* -- akin to a demand guarantee or bank guarantee, the standby L/C is generally used to assure performance or payment by the counterparty.
- *transferable* -- an L/C which allows the beneficiary to make part or all of his credit payable to another supplier. It is used in middleman/brokerage contexts. It is distinguishable from back-to-back Ls/C as the transferable credit requires the knowledge and authorization of the importer (applicant/principal).

- (iD) **Letter of credit (L/C); documentary credit (D/C); credit** -- A document issued by the importer's bank as a method of international financing. The document is the bank's promise to pay the exporter when the exporter meets the terms and conditions of the document. The conditions include presenting a set of shipping documents related to the trade such as **bill of lading** and **commercial invoice**. "Documentary" means here "accompanied by a set of shipping documents."
"Letter of credit" and its abbreviation, L/C, or "credit" are often used to mean "documentary credit" in the international trade. [9: 8.2e]

The writer of the glossary of the subject book seems to be very enthusiastic about teaching the reader as much as possible at a time when the reader refers to the glossary. Listing is used in explaining types of L/C, for example. It must be a token of the writer's enthusiasm.

However, (hD), especially including "Types of L/C," is a technical-term ridden note. Those readers who refer to the glossary to get to the gist of "letter of credit" would be bewildered by the verbose and ample explanation, coming across one unfamiliar word after another. They would get puzzled to read (hD) partly because of the technical terms, which are marked in bold as (hD#) shows, while (hD) does not even mark them at all.

- (hD#) A document issued by the importer's bank stating its commitment to **honour a draft**, or otherwise pay, on presentation of specific documents by the exporter within a stated period of time. The documents the importer requires in the credit usually include, at minimum, a **commercial invoice** and **clean bill of lading**, but may also include a **certificate of origin, consular invoice**, inspection certificate, and other documents. The most widely used type of credit in international trade is the irrevocable credit, which cannot be changed or cancelled without the consent of both the importer and the exporter. In a **confirmed** irrevocable credit, the **confirming bank** adds its irrevocable commitment to pay the **beneficiary** (the confirmation is an

additional guarantee of payment).

In addition, (hD) includes “Types of L/C.” The added long list of different kinds of L/C is also full of unfamiliar expressions and it is given out of context. Reading such a detailed note would be laborious but fruitless, particularly for the beginner reader. The types of L/C should be set out systematically in the right context of the body text. In fact the subject book has the very sections that provide meticulous accounts of “letter of credit” in context. Considering that a glossary should explain essential meanings of technical terms, (iD) would be enough and effective.

5. An ideal glossary for *ICC Guide to Export/Import*

As discussed in Part 1 of this paper, an ideal glossary is written in clear, simple, short sentences by using familiar words for the reader, in a well-organized way, and with a sign that shows glossarized words and phrases. To write an ideal glossary, Part 2 argues for referring to Plain English guidelines, while cross-reference should be made the most of in the glossary although Cutts (1995) suggests its negative usage. Part 3 considers how to mark the glossarized words effectively as a guiding sign for the reader. Marking in bold is the best for the purpose among the ways such as marking in italics, capitals, underlining, and giving an asterisk. Part 4 points out problems with the way that *ICC Guide to Export/Import* treats technical terms in the main text and in the glossary.

To make the subject book more friendly and helpful for the beginner reader as a “guidebook,” I would suggest the following considerations:

- 1) Mark in bold those technical terms that are explained in the glossary.
- 2) Limit glossary explanations to the gist of the terms.
- 3) Follow the plain English guidelines when writing glossary explanations.

- 4) Cross-reference the glossary to the body text by such a way as [3; 3b; 6.2a].

References

【The Subject Book】

Jimenez, G.C. (2012) : *ICC Guide to Export/Import* (ICC: International Chamber of Commerce).

【DICTIONARIES】

Longman Business English Dictionary (2000) (Pearson).

Longman Dictionary of Contemporary English (2006) (Pearson).

Oxford Advanced Learner's Dictionary, 8th ed. (2010) (OUP).

Oxford Dictionary of English, 2nd ed. revised (2005) (OUP).

【PLAIN ENGLISH】

Bailey, E.P., Jr. (1990): *The Plain English Approach to Business Writing* (OUP).

Blamires, H. (2000): *The Penguin Guide to Plain English* (Penguin).

Cutts, M. (2004): *Oxford Guide to Plain English* (OUP).

Cutts, M. (1995): *The Plain English Guide*. (OUP).

Charrow, V. R., Erhardt, M. K. and Charrow, R. P. (1995). *Clear and Effective Legal Writing*, 2nd ed. (Little, Brown & Co.).

Dickerson, R. (1965). *The Fundamentals of Legal Drafting*. (Little, Brown & Co.).

Gowers, Sir Ernest, revised by Greenbaum, S. and Whitcut, J. (1986). *The Complete Plain Words*. (Penguin)

Gunning, R. (1968). *The Technique of Clear Writing*, revised version (McGraw-Hill).

Itoh, K. (2014): *Plain English* (Kenkyusha)

Wydick, Richard C. (1998). *Plain English for Lawyers*, 4th ed. (Carolina Academic Press).

【Handbooks for Writers】

Aaron, J.E.and Bander, E. (2005): *The Little Brown Essential Handbook for Writers*, 2nd ed. (Pearson)

Flick, J. and Millward, C.(1999); *Handbook for Writers*, 3rd Canadian Edition (Nelson).

【OXFORD HANDBOOK series】

Ashley, A. (2003): *OXFORD HANDBOOK OF Commercial Correspondence* (OUP).

Haigh, R. (2006): *OXFORD HANDBOOK OF Legal Correspondence* (OUP).

【PRAGMATICS】

Grice, H.P. (1975): "Logic and Conversation" in Cole, P & Morgan, J.L. (eds.): *Syntax and Semantics, Vol.3, Speech Acts* (Academic Press).

Yule, George (1996): *Pragmatics* (OUP).