

银行国际业务

A PRACTICAL ENGLISH COURSE



实用英语教程

INTERNATIONAL BANKING

上海外语教育出版社

银行国际业务

实用英语教程

(2)

A Practical English Course of International Banking

中国银行上海分行 编

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前 言

本教程是为适应外汇专业银行干部提高英语水平需要,由中国银行上海分行教材编写小组根据我国银行国际业务的实务编写的。全书共四册,可作大、中专院校国际金融、国际贸易、银行、财经等专业英语教学参考,也可作上述各专业自学者的进修读物。

每册有十课。课文内容紧密结合外汇专业银行实务,其中包括国际贸易的单证和结算、非贸易外汇结算、外币兑换、会计、外贸外汇贷款、外币存款以及实行开放政策以来我国银行促进对外经济关系发展的新做法,例如出口信贷、来料加工、来件装配、补偿贸易、国际租赁、信用卡、信托业务和国外厂商资信调查等。每课都附有阅读材料,以补充课文的不足。课文后有注释、语法、翻译和练习等。例句力求结合银行业务的专业用语。语法及其练习是为学生复习语法而编入的。有些课文后还附有图例,以帮助学生加深对课文或阅读材料的记忆和理解。

本教程是集体智慧的结晶。参加编写和修订的有沈泽群(主编)、翁世藩、施裕德、易定平、李宝华、顾春华、张俊、郑经伯和杨鸣放等同志。第二册中有些课文取材于1978年编印的《外汇基础英语》下册,仅对内容作了一些修订。编写这些课文的是陈容、沈泽群同志。本教程经中国银行总行伍官熹同志审阅修改。

为了推动全行干部培训工作的开展,我们审定了本教材并推荐出版。但是,由于编审经验不足、水平有限和时间仓促,缺点和错误在所难免,请同志们批评指正,以便再版时进一步修改。

中国银行总行教材编审委员会

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LESSON ONE

TEXT

Documentary Letters of Credit

Definition:

A banker's documentary letter of credit is a credit instrument or a letter issued by a bank (the issuing bank) at the request and in accordance with the instructions of a customer (the applicant for the credit) containing a written undertaking on the part of the issuing bank to pay a certain amount to a third party (the beneficiary) against the surrender of stipulated documents complying with the terms and conditions of the credit purporting to cover the shipment of goods contracted for between the buyer and the seller.

Principal Kinds of Documentary Letters of Credit:

Credits may be either revocable or irrevocable, unconfirmed or confirmed. "Revocable" or "irrevocable" relates to the liability of the issuing bank, whereas "unconfirmed" or "confirmed" relates to the responsibility of the correspondent bank or other bank.

A revocable credit is one which can be amended or cancelled at any time, but, the issuing bank is bound to pay drawings under the credit negotiated by the advising bank or the transmitting bank prior to the receipt by it of the notice of revocation or of amendment. An irrevocable credit, however, carries the irrevocable undertaking of the issuing bank to pay all drawings made in terms of the credit. Such a credit

can only be amended or cancelled with the consent of all parties to it, that is, the applicant, the issuing bank, the intermediary bank, if any, and the beneficiary.

Where the confirmation of an intermediary bank is added to an irrevocable letter of credit, the credit is a confirmed credit, or more exactly, a confirmed irrevocable credit, and such a confirmation constitutes a definite undertaking of the confirming bank in addition to the undertaking of the issuing bank.

Essential Elements of Documentary Letters of Credit:

1. Time of opening of L/C — The export or import contract usually stipulates expressly the date at which the letter of credit has to be opened. In case the buyer fails to open the letter of credit as stipulated in the contract, the seller is entitled to cancel that contract and/or claim losses against the buyer for breach of that stipulation.

2. Date evidencing shipment—This date is extremely important to the exporter for a safely and promptly collecting back the foreign exchange from the importer. If the exporter fails to make shipment within the prescribed time limit, the shipping documents tendered may be rejected for not being in compliance with the terms of the credit.

3. Expiry date of L/C — This date is usually half a month or one month after the shipment date in order to allow enough time to the exporter to get the bill of lading presented to the negotiating bank.

4. Essential documents evidencing shipment — These consist of documents such as the different kinds of invoices, insurance policies, bills of lading, certificates of origin, packing lists and inspection certificates.

An illustration of Documentary Letters of Credit:

DDD BANK LTD., LONDON

Date: 17th February, 1980.

IRREVOCABLE DOCUMENTARY CREDIT Credit number of issuing bank
23108

Advising bank: ABC Bank, Beijing, China through ABC Bank, London.	Applicant: CCC & Co. (Overseas) Ltd., London.
Beneficiary: QQQ Import & Export Corp., Beijing, China.	Amount: US\$10,000.00 (Ten Thousand U.S. Dollars Only). Expiry Date: 15th June, 1980 in Beijing for negotiation.

Dear Sirs,

We hereby issue in your favour this documentary credit which is available by negotiation of your draft at sight drawn on DDD Bank Ltd., London bearing the clause: "Drawn under documentary credit No. 23108 of DDD Bank Ltd." accompanied by the following documents:

a) Complete set of clean on board ocean bills of lading original visaed by a Chinese official institution plus five non-negotiable copies made out to order and endorsed in blank notifying consignee at Port of Spain, Trinidad.

b) Commercial invoice in septuplicate, all are to be visaed by a Chinese official institution.

c) Packing List and Weight Note in sextuplicate.

d) Certificate of Origin in tenfold issued by an official organization.

e) Insurance Policy or Certificate issued by the People's

Insurance Company of China endorsed in blank covering marine and war risks including sixty days in customs warehouse of Port of Spain, Trinidad for 110% invoice value.

Terms of Shipment: CIF--Port of Spain, Trinidad.

Shipment: from the People's Republic of China to Port of Spain, Trinidad not later than 31st May, 1980.

Covering Goods Description: Dyed Poplin, as per Sales Confirmation No. IS888 covered by CCC & Co. (Overseas) Ltd., Confirmation Order No. 634 which must be shown on all invoices.

Consignee and Order placed by: EEE Ltd., P.O. Box 457, Port of Spain, Trinidad.

Country of Origin: the People's Republic of China.

Documents to be presented within 15 days of the date of the bill of lading.

Despatch/shipment: from the People's Republic of China to Port of Spain, Trinidad.

Partial shipments may be made against pro rata drawings.

Transhipments permitted on through Bills of Lading.

Special Conditions: Any bank charges which are for opener's account must be claimed not later than the date of presentation of documents. Two Certified Invoices and one negotiable Bill of Lading are to be sent by registered airmail direct to the consignee by the negotiating bank who are to confirm that they have done so.

We hereby engage with drawers and/or bona fide holders that drafts drawn and negotiated in conformity with the terms of this credit will be duly honoured on presentation and that drafts accepted within the terms of this credit will be duly honoured at maturity.

The amount of each draft must be endorsed on the reverse of this credit by the negotiating bank.

Yours faithfully,

DDD Bank Ltd., London

NEW WORDS AND PHRASES

- definition /defi'niʃən/ *n.* 提供, 提出; 清偿; 投标
定义 reject/ri'dʒekt/ *v.* 拒绝, 抵制
instrument /'instrumənt/ *n.* marine & war risks
工具 水险和战争险
purport /pə:'pɔ:t/ *v.* customs /'kʌstəmz/ *n.* 海关
声称, 号称, 表明 warehouse /'weəhaus/ *n.*
revocable /'revəkəbl/ *a.* 仓库
可撤销的 description /dis'kripʃən/ *n.*
to be bound to 一定要, 应当 规格
drawing(s) /'drɔ:ɪŋ/ *n.* dye /dai/ *v.* 染
支款, 票据的开发 poplin /'pɒplin/ *n.* 府绸
transmit /trænz'mɪt/ *v.* consignee /,kɒnsaɪ'ni:/ *n.*
转递 收货人
prior (to) /'praɪə/ *a.* pro rata /prəu 'rɑ:tə/
在……以前 按比例
revocation /,revə'keɪʃən/ *n.* through B/L = through Bill
可撤销 of Lading 联运提单
intermediary /,ɪntə'mɪ:djə- opener /'əʊpnə/ *n.* 开证人
ri/ *a.* 居间的 hereby /'hiə'baɪ/ *ad.* 兹
n. 中间银行, 居间人 bona fide /'bəʊnə 'faɪdi/ *a.*
breach /bri:tʃ/ *n.* [拉丁文]善意的
违反, 不履行 duly /'dju:li/ *ad.*
tender /'tendə/ *v.* 按时地, 适当地

NOTES TO THE TEXT

1. at the request and in accordance with the instructions of a customer 应客户的请求和按照其指示。
2. containing a written undertaking on the part of the issuing bank 含有开证行的一项书面保证。
on the part of 在……方面。
3. against the surrender of stipulated documents complying with the terms and conditions of the credit 凭提交同信用证条款相符的规定单据。
complying with... 修饰 stipulated documents.
4. "Revocable" or "irrevocable" relates to the liability of the issuing bank...
“可撤销”或“不可撤销”同开证行的责任有关……
relate to 与……有关。
5. the issuing bank is bound to pay drawings under the credit negotiated by the advising bank 开证行对通知行议付的信用证负有付款责任。
这里 bound 是形容词，后跟动词不定式，意指“负有义务的，有责任的”。
6. prior to the receipt by it of the notice of revocation or of amendment 在它收到撤销通知或修改通知之前。
7. such a credit can only be amended or cancelled with the consent of all parties to it 这种信用证只有在征得所有当事者同意后才能修改或取消。
with the consent of 经……同意。
8. and such confirmation constitutes a definite undertaking of the confirming bank in addition to the undertaking of the issuing bank 除了开证行的保证外，这一保兑构成了保兑行的一项明确的保证。

in addition to 除了……之外，此外。例如：

We have also received your letter in addition to your cable confirmation.

除了贵方电报证实书外，我方还收到贵方的来信。

9. In case the buyer fails to open the letter of credit as stipulated in the contract, the seller is entitled to cancel that contract...

假使买方未能照合同规定开立信用证，卖方有权取消该项合同……

in case 假使。 例如：

In case of non-payment, please cable us immediately.

假使拒付，请即电告。

fail to 未能，不。例如：

As the ship failed to arrive at the loading port within the shipment date, the beneficiary was unable to ship the goods on or before that date.

因该船未能在装运期内到达装运港口，受益人无法在装运日或该日以前装运货物。

We trust you will not fail to give us an early reply.

我们相信你们将会早日答复我们。

10. If the exporter fails to make shipment within the prescribed time limit, the shipping documents tendered may be rejected for not being in compliance with the terms of the credit.

如果出口商未能在规定的时间内装运货物，那么提交的货运单据可能会因不符合信用证条款而遭拒绝。

to make shipment = to effect shipment.

11. such as the different kinds of invoices

such as 例如，比如，正象……那样的。例如：

He checks the documents, such as invoices, packing lists,

bills of lading and insurance policies.

12. in your favour 以你为受益人。

be in someone's favour, 或 in favour of someone 以某人为受益人的。例如:

We thank you for your cheque, value £500, in favour of ABC & Co.

13. draft at sight = sight draft 即期汇票, 即见票即付的汇票。

区别于 "time draft" (远期汇票)。

the draft drawn on sb. 以某人为付款人的汇票。例如:

This credit is available by drafts drawn at sight on us.

14. Complete set of clean on board ocean bills of lading ...

made out to order and endorsed in blank notifying consignee 全套洁净已装船远洋提单 (指所有正本提单。因正本提单签发的份数一般在两份以上) ……作成空白抬头, 空白背书并通知收货人。(背书是权利的转让, 空白背书是指背书人在票据背面签章, 不作其他批注。)

endorsed in blank 空白背书 (这种背书并不规定受让人)。

notifying consignee 通知收货人。

15. duplicate 一式两份

septuplicate 一式七份

triplicate 一式三份

octuplicate 一式八份

quadruplicate 一式四份

ninefold 一式九份

quintuplicate 一式五份

tenfold 一式十份

sextuplicate 一式六份

16. Documents to be presented within 15 days of the date of the bill of lading.

单据必须在提单日起 15 天内提示。

17. Partial shipments may be made against pro rata drawings.

分批装运可按比例支款。

18. through Bill of Lading 联运提单。

联运提单是指货物在运输途中有转运情况的提单, 适用于海

陆联运，陆海联运，海河联运。这种提单由办理第一程运输的船公司出具。尽管第二程装载的船只不属于第一程船只的船公司，但收货人仍可凭提单在目的地向第二程装载船只的船公司提货。

GRAMMAR

情态动词 may, might

一、情态动词 may 有两种时态，现在时 may 和过去时 might。它们的否定式是 may not (mayn't), might not (mightn't)。也可用 to be allowed, to be permitted 等的相应时态来表示；但 to be allowed, to be permitted 只限于代替表示“许可”的 may，当 may 作其他解释时，就不能用这些词来代替。may 除了表示现在时态外，也可表示将来时态。

二、may 和 might 的用法：

(一) may 表示“可以”，“许可”。否定式是 may not。might 也表示“可以”。这时它可以是 may 的过去时，也可以表示现在时，但语气较婉转。例如：

May we negotiate the documents? —Yes, you may.

—No, you may not.

They asked whether they might negotiate the documents.

Might I come in? (较为客气的口语)

You may pay this cheque, but you may not pay that cheque.

注：(1) 上述例句中的 may，在口语中可用 can。

(2) may not 作“不可”解，有劝止的意思；must not 作“切勿”解，有禁止的意思；shall not 用在第二、三人称时作“不准”解，有严禁的意思。

(二) may 作“也许”解，表示可能性。否定式是 may not，