## \*\*\*The Stem\*\*\*

### Resolved = Express by Formal Vote

**Resolved means to express by formal vote—this is the only definition that’s in the context of the resolution**

**Webster’s Revised Unabridged Dictionary, 1998** (dictionary.com)

**Resolved:**

5. To express, as an opinion or determination, by resolution and vote; to declare or decide by a formal vote; -- followed by a clause; as, the house resolved (or, it was resolved by the house) that no money should be apropriated (or, to appropriate no money).

### Colon Definitions

**The colon is meaningless – everything after it is what’s important**

**Webster’s** Guide to Grammar and Writing – 2k

(<http://ccc.commnet.edu/grammar/marks/colon.htm>)

Use of a colon before a list or an explanation that is preceded by a clause that can stand by itself. Think of the colon as a gate, inviting one to go on… If the introductory phrase preceding the colon is very brief and the clause following the colon represents the real business of the sentence, begin the clause after the colon with a capital letter.

**The colon just elaborates on what the debate community was resolved to debate:**

**Encarta World Dictionary, 07** (<http://encarta.msn.com/encnet/features/dictionary/DictionaryResults.aspx?refid=1861598666>)

**co·lon** (*plural* co·lons)

noun

**Definition:**

**1. punctuation mark:**the punctuation mark (:) used to divide distinct but related sentence components such as clauses in which the second elaborates on the first, or to introduce a list, quotation, or speech. A colon is sometimes used in U.S. business letters after the salutation. Colons are also used between numbers in statements of proportion or time and Biblical or literary references.

### “The” Denotes Specificity

**“The” denotes a specific, unique object.**

American Heritage Dictionary of the English Language, 2000 (dictionary.com)

**the**

Used before singular or plural nouns and noun phrases that denote particular, specified persons or things: the baby; the dress I wore.

Used before a noun, and generally stressed, to emphasize one of a group or type as the most outstanding or prominent: considered Lake Shore Drive to be the neighborhood to live in these days.

Used to indicate uniqueness: the Prince of Wales; the moon.

Used before nouns that designate natural phenomena or points of the compass: the weather; a wind from the south.

Used as the equivalent of a possessive adjective before names of some parts of the body: grab him by the neck; an infection of the hand.

Used before a noun specifying a field of endeavor: the law; the film industry; the stage.

Used before a proper name, as of a monument or ship: the Alamo; the Titanic.

Used before the plural form of a numeral denoting a specific decade of a century or of a life span: rural life in the Thirties.

**‘The’ means unique, as in there is one USFG**

Merriam-Webster's Online Collegiate Dictionary, 08, http://www.m-w.com/cgi-bin/dictionary

b -- used as a function word to indicate that a following noun or noun equivalent is a unique or a particular member of its class <the President> <the Lord>

### USFG is the National Government

**Federal government is the national government that expresses power**

**Black’s Law** Dictionary, 8th Edition, June 1, 20**04**, pg.716.

*Federal government.* 1.A national government that exercises some degree of control over smaller political units that have surrendered some degree of power in exchange for the right to participate in national politics matters – Also termed (in federal states) central government. 2. the U.S. government – Also termed national government. [Cases: United States -1 C.J.S. *United States* - - 2-3]

**Federal government is central government**

PRINCETON UNIVERSITY **WORDNET, 1997,** p. http://www.dictionary.com/search?q=federal%20government.

Federal government. n: a government with strong central powers.

**Federal government is in Washington, D.C.**

**WEST'S LEGAL THESAURUS/DICTIONARY, 1985**, p. 744.

United States: Usually means the federal government centered in Washington, D.C.

**Federal means relating to the national government of the United States**

**Black’s Law Dictionary, 1999**

**federal,** *adj.* Of or relating to a system of associated governments with a vertical division of governments into national and regional components having different responsibilities; esp., of or relating to the national government of the United States.

### Should is a Duty or Obligation

**Should is a duty or obligation**

**Webster's** II, 19**84**, p. 1078

Should is used to express duty or obligation

**Should is equal to obligation**

**WORDS AND PHRASES 1953**, Vol. 39, p. 313.

The word “should”, denotes an obligation in various degrees, usually milder than ought. Baldassarre v. West Oregon Lumber Co., 239 p.2d 839, 842, 198 Or. 556.

**Should indicates obligation or duty**

**Compact Oxford English Dictionary, 8** (“should”, 2008, http://www.askoxford.com/concise\_oed/should?view=uk)

should

modal verb (3rd sing. should) 1 used to indicate obligation, duty, or correctness. 2 used to indicate what is probable. 3 formal expressing the conditional mood. 4 used in a clause with ‘that’ after a main clause describing feelings. 5 used in a clause with ‘that’ expressing purpose. 6 (in the first person) expressing a polite request or acceptance. 7 (in the first person) expressing a conjecture or hope.

USAGE Strictly speaking should is used with I and we, as in I should be grateful if you would let me know, while would is used with you, he, she, it, and they, as in you didn’t say you would be late; in practice would is normally used instead of should in reported speech and conditional clauses, such as I said I would be late. In speech the distinction tends to be obscured, through the use of the contracted forms I’d, we’d, etc.

### Should Expresses Desirability

**Should expresses desirability**

**Cambridge Dictionary of American English, 07** ([http://dictionary.cambridge.org/define.asp?key=should\*1+0&dict=A](http://dictionary.cambridge.org/define.asp?key=should*1+0&dict=A))

**should** (DUTY)

auxiliary verb

used to express that it is necessary, desirable, advisable, or important to perform the action of the following verb

### Should Excludes Certainty

**Should isn’t mandatory**

**Taylor and Howard, 05** - Resources for the Future, Partnership to Cut Hunger and Poverty in Africa (Michael and Julie, “Investing in Africa's future: U.S. Agricultural development assistance for Sub-Saharan Africa”, 9/12, <http://www.sarpn.org.za/documents/d0001784/5-US-agric_Sept2005_Chap2.pdf>)

Other legislated DA earmarks in the FY2005 appropriations bill are smaller and more targeted: plant biotechnology research and development ($25 million), the American Schools and Hospitals Abroad program ($20 million), women’s leadership capacity ($15 million), the International Fertilizer Development Center ($2.3 million), and clean water treatment ($2 million). Interestingly, in the wording of the bill, Congress uses the term *shall* in connection with only two of these eight earmarks; the others say that USAID *should* make the prescribed amount available. The difference between *shall* and *should* may have legal significance—one is clearly mandatory while the other is a strong admonition—but it makes little practical difference in USAID’s need to comply with the congressional directive to the best of its ability.

**Should is permissive—it’s a persuasive recommendation**

**Words and Phrases,** 20**02** (“Words and Phrases: Permanent Edition” Vol. 39 Set to Signed. Pub. By Thomson West. P. 370)

Cal.App. 5 Dist. 1976. Term “should,” as used in statutory provision that motion to suppress search warrant should first be heard by magistrate who issued warrant, is used in regular, persuasive sense, as recommendation, and is thus not mandatory but permissive. West’s Ann.Pen Code, § 1538.5(b).---Cuevas v. Superior Court, 130 Cal. Rptr. 238, 58 Cal.App.3d 406 ----Searches 191.

**Should means desirable or recommended, not mandatory**

**Words and Phrases**, 20**02** (“Words and Phrases: Permanent Edition” Vol. 39 Set to Signed. Pub. By Thomson West. P. 372-373)

Or. 1952. Where safety regulation for sawmill industry providing that a two by two inch guard rail should be installed at extreme outer edge of walkways adjacent to sorting tables was immediately preceded by other regulations in which word “shall” instead of “should” was used, and word “should” did not appear to be result of inadvertent use in particular regulation, use of word “should” was intended to convey idea that particular precaution involved was desirable and recommended, but not mandatory. ORS 654.005 et seq.----Baldassarre v. West Oregon Lumber Co., 239 P.2d 839, 193 Or. 556.---Labor & Emp. 2857

**SHOULD IS NOT MANDATORY**

**Words and Phrases, 2002** (“Words and Phrases: Permanent Edition” Vol. 39 Set to Signed. Pub. By Thomson West. P. 369)

C.A.6 (Tenn.) 2001. Word “should,” in most contexts, is precatory, not mandatory.

----U.S. v. Rogers, 14 Fed.Appx. 303.----Statut227

**Should describes what is probable**

**Compact Oxford English Dictionary, 8** (“should”, 2008, http://www.askoxford.com/concise\_oed/should?view=uk)

should

modal verb (3rd sing. should) 1 used to indicate obligation, duty, or correctness. 2 used to indicate what is probable. 3 formal expressing the conditional mood. 4 used in a clause with ‘that’ after a main clause describing feelings. 5 used in a clause with ‘that’ expressing purpose. 6 (in the first person) expressing a polite request or acceptance. 7 (in the first person) expressing a conjecture or hope.

**Should is used to express probability or expectation**

WEBSTER'S II, 1984, p. 1078

Should - used to express probability or expectation. They should arrive here soon.

## \*\*\*Substantial\*\*\*

### Substantial = Contextual

**Substantially should be defined by context**

**Devinsky, 2** (Paul, IP UPDATE, VOLUME 5, NO. 11, NOVEMBER 2002, “Is Claim "Substantially" Definite?  Ask Person of Skill in the Art”, http://www.mwe.com/index.cfm/fuseaction/publications.nldetail/object\_id/c2c73bdb-9b1a-42bf-a2b7-075812dc0e2d.cfm)

In reversing a summary judgment of invalidity, the U.S. Court of Appeals for the Federal Circuit found that the district court, by failing to look beyond the intrinsic claim construction evidence to consider what a person of skill in the art would understand in a "technologic context," erroneously concluded the term "substantially" made a claim fatally indefinite.  Verve, LLC v. Crane Cams, Inc., Case No. 01-1417 (Fed. Cir. November 14, 2002). The patent in suit related to an improved push rod for an internal combustion engine.  The patent claims a hollow push rod whose overall diameter is larger at the middle than at the ends and has "substantially constant wall thickness" throughout the rod and rounded seats at the tips.  The district court found that the expression "substantially constant wall thickness" was not supported in the specification and prosecution history by a sufficiently clear definition of "substantially" and was, therefore, indefinite.  The district court recognized that the use of the term "substantially" may be definite in some cases but ruled that in this case it was indefinite because it was not further defined. The Federal Circuit reversed, concluding that the district court erred in requiring that the meaning of the term "substantially" in a particular "technologic context" be found solely in intrinsic evidence:  "While reference to intrinsic evidence is primary in interpreting claims, the criterion is the meaning of words as they would be understood by persons in the field of the invention."  Thus, the Federal Circuit instructed that "resolution of any ambiguity arising from the claims and specification may be aided by extrinsic evidence of usage and meaning of a term in the context of the invention."  The Federal Circuit remanded the case to the district court with instruction that "[t]he question is not whether the word 'substantially' has a fixed meaning as applied to 'constant wall thickness,' but how the phrase would be understood by persons experienced in this field of mechanics, upon reading the patent documents."

**Alternative interpretations are even more ambiguous and destroy limits**

**Stark 97** – patent attorney from Tennessee (Stephen, “NOTE: KEY WORDS AND TRICKY PHRASES: AN ANALYSIS OF PATENT DRAFTER'S ATTEMPTS TO CIRCUMVENT THE LANGUAGE OF 35 U.S.C., Journal of Intellectual Property Law, Fall, 1997 5 J. Intell. Prop. L. 365, lexis)   
  
In patent law, ambiguity of claim language necessarily results in uncertainty in the scope of protection. This uncertainty impairs all of society--the patentee, the competitor, and the public. The process of determining a particular meaning to define a term in a patent claim may result in ambiguity.

1. Ordinary Meaning. First, words in a patent are to be given their ordinary meaning unless otherwise defined. [n30](http://www.lexisnexis.com.proxy.lib.umich.edu/lnacui2api/frame.do?reloadEntirePage=true&rand=1296265187901&returnToKey=20_T11113197108&parent=docview&target=results_DocumentContent&tokenKey=rsh-20.43807.141755266784" \l "n30) However, what if a particular word has multiple meanings? For example, consider the word "substantial." The Webster dictionary gives eleven different definitions of the word substantial. [n31](http://www.lexisnexis.com.proxy.lib.umich.edu/lnacui2api/frame.do?reloadEntirePage=true&rand=1296265187901&returnToKey=20_T11113197108&parent=docview&target=results_DocumentContent&tokenKey=rsh-20.43807.141755266784" \l "n31) Additionally, there are another two definitions specifically provided for the adverb "substantially." [n32](http://www.lexisnexis.com.proxy.lib.umich.edu/lnacui2api/frame.do?reloadEntirePage=true&rand=1296265187901&returnToKey=20_T11113197108&parent=docview&target=results_DocumentContent&tokenKey=rsh-20.43807.141755266784" \l "n32) Thus, the "ordinary meaning" is not clear.

The first definition of the word "substantial" given by the Webster's Dictionary is "of ample or considerable amount, quantity, size, etc." [n33](http://www.lexisnexis.com.proxy.lib.umich.edu/lnacui2api/frame.do?reloadEntirePage=true&rand=1296265187901&returnToKey=20_T11113197108&parent=docview&target=results_DocumentContent&tokenKey=rsh-20.43807.141755266784" \l "n33) Supposing that this is the precise definition that the drafter had in mind when drafting the patent, the meaning of "ample or considerable amount" appears amorphous. This could have one of at least the following interpretations: (1) almost all, (2) more than half, or (3) barely enough to do the job. Therefore, the use of a term, such as "substantial," which usually has a very ambiguous meaning, makes the scope of protection particularly hard to determine.

### Substantially means in the main

**Substantially means in the main, including the essential part**

**Words and Phrases, 2** (Words and Phrases Permanent Edition, “Substantially,” Volume 40B, p. 324-330 October 2002, Thomson West)

Okla. 1911. “Substantially” means in substance: in the main; essentially; by including the material or essential part.

**Substantially means essential and material**

**Words and Phrases, 2** (40B W&P – 328)

Ind. 1962. “Substantially” means meeting requirements in essential and material parts.

**Substantial has to be materially**

**Words and Phrases, 2** (Words and Phrases Permanent Edition, “Substantial,” Volume 40A, p. 448-486 October 2002, Thomson West)

Ala. 1909. “Substantial” means “belonging to substance; actually existing; real; \* \* \* not seeming or imaginatary; not illusive; real; solid; true; veritable.” – Elder v. State, 50 So. 370, 162 Ala. 41.

### Substantial means real

**Substantially means real, not imaginary**

**Wollman ’93** (Circuit Judge, US Court of Appeals – 8th Circuit, Kansas City Power & Light Company, a Missouri corporation, Appellee, v. Ford Motor Credit Company, a Delaware corporation; McDonnell Douglas Finance Corporation, a Delaware corporation; HEI Investment Corp., a Hawaii corporation, Appellants, 995 F.2d 1422; 1993 U.S. App. LEXIS 13755, L/N)

Instruction No. 10 was not given in isolation, however. The district court's instructions also contained a definition of "substantial." Instruction No. 11 defined "substantial" as meaning "true, real or likely to materialize" and as not meaning "imaginary or unlikely to materialize." This instruction properly limited the potential bases for the jury's decision, which is the essential function of jury instructions. When combined with the contract and the verdict-directing instructions, [\*1432] which tracked the operative language of the contract, Instruction No. 11 required the jury to find that KCPL had determined a real risk, not some imaginary hypothetical risk premised solely on a reduction in the DRD. Because the contract provided only one means of creating a risk of making an indemnity payment--a demand notice from an Investor--the jury's discretion was properly channelled into deciding whether KCPL had sufficiently studied and honestly considered the likelihood of receiving such a demand notice. That determination is all that the contract required.

**Substantially means real at present time**

**Words and Phrases** 19**64** (40 W&P 759) (this edition of W&P is out of print; the page number no longer matches up to the current edition and I was unable to find the card in the new edition. However, this card is also available on google books, Judicial and statutory definitions of words and phrases, Volume 8, p. 7329)

The words “outward, open, actual, visible, substantial, and exclusive,” in connection with a change of possession, mean substantially the same thing. They mean not concealed; not hidden; exposed to view; free from concealment, dissimulation, reserve, or disguise; in full existence; denoting that which not merely can be, but is opposed to potential, apparent, constructive, and imaginary; veritable; genuine; certain; absolute; **real at present time**, as a matter of fact, not merely nominal; opposed to form; actually existing; true; not including admitting, or pertaining to any others; undivided; sole; opposed to inclusive. Bass v. Pease, 79 Ill. App. 308, 318.

### Substantially is without material qualification

**Substantially is without material qualification**

**Black’s Law Dictionary 1991** [p. 1024]

Substantially - means essentially; without material qualification.

## \*\*\*Increase\*\*\*

### Increase excludes create

**increase requires making an already existing thing greater**

**Buckley et al, 06 -** attorney (Jeremiah, Amicus Curiae Brief, Safeco Ins. Co. of America et al v. Charles Burr et al,

<http://supreme.lp.findlaw.com/supreme_court/briefs/06-84/06-84.mer.ami.mica.pdf>)

First, the court said that the ordinary meaning of the word “increase” is “to make something greater,” which it believed should not “be limited to cases in which a company raises the rate that an individual has previously been charged.” 435 F.3d at 1091. Yet the definition offered by the Ninth Circuit compels the opposite conclusion. Because “increase” means “to make something greater,” there must necessarily have been an existing premium, to which Edo’s actual premium may be compared, to determine whether an “increase” occurred. Congress could have provided that “ad-verse action” in the insurance context means charging an amount greater than the optimal premium, but instead chose to define adverse action in terms of an “increase.” That def-initional choice must be respected, not ignored. See Colautti v. Franklin, 439 U.S. 379, 392-93 n.10 (1979) (“[a] defin-ition which declares what a term ‘means’ . . . excludes any meaning that is not stated”).

Next, the Ninth Circuit reasoned that because the Insurance Prong includes the words “existing or applied for,” Congress intended that an “increase in any charge” for insurance must “apply to all insurance transactions – from an initial policy of insurance to a renewal of a long-held policy.” 435 F.3d at 1091. This interpretation reads the words “exist-ing or applied for” in isolation. Other types of adverse action described in the Insurance Prong apply only to situations where a consumer had an existing policy of insurance, such as a “cancellation,” “reduction,” or “change” in insurance. Each of these forms of adverse action presupposes an already-existing policy, and under usual canons of statutory construction the term “increase” also should be construed to apply to increases of an already-existing policy. See Hibbs v. Winn, 542 U.S. 88, 101 (2004) (“a phrase gathers meaning from the words around it”) (citation omitted).

**Increase requires pre-existence**

**Brown, 03** – US Federal Judge for the UNITED STATES DISTRICT COURT FOR THE DISTRICT OF OREGON (ELENA MARK and PAUL GUSTAFSON, Plaintiffs, v. VALLEY INSURANCE COMPANY and VALLEY PROPERTY AND CASUALTY, Defendants, 7/17, lexis)

FCRA does not define the term "increase." The plain and ordinary meaning of the verb "to increase" is to make something greater or larger. 4 Merriam-Webster's [\*\*22] Collegiate Dictionary 589 (10th ed. 1998). The "something" that is increased in the statute is the "charge for any insurance." The plain and common meaning of the noun "charge" is "the price demanded for something." Id. at 192. Thus, the statute plainly means an insurer takes adverse action if the insurer makes greater (i.e., larger) the price demanded for insurance.

An insurer cannot "make greater" something that did not exist previously. The statutory definition of adverse action, therefore, clearly anticipates an insurer must have made an initial charge or demand for payment before the insurer can increase that charge. In other words, an insurer cannot increase the charge for insurance unless the insurer previously set and demanded payment of the premium for that insured's insurance [\*\*23] coverage at a lower price.

### Increase includes create

**Increase doesn’t require pre-existence**

**Reinhardt, 05** – U.S. Judge for the UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT (Stephen, JASON RAY REYNOLDS; MATTHEW RAUSCH, Plaintiffs-Appellants, v. HARTFORD FINANCIAL SERVICES GROUP, INC.; HARTFORD FIRE INSURANCE COMPANY, Defendants-Appellees., lexis)

Specifically, we must decide whether charging a higher price for initial insurance than the insured would otherwise have been charged because of information in a consumer credit report constitutes an "increase in any charge" within the meaning of FCRA. First, we examine the definitions of "increase" and "charge." Hartford Fire contends that, limited to their ordinary definitions, these words apply only when a consumer has previously been charged for insurance and that charge has thereafter been increased by the insurer. The phrase, "has previously been charged," as used by Hartford, refers not only to a rate that the consumer has previously paid for insurance but also to a rate that the consumer has previously been quoted, even if that rate was increased [\*\*23] before the consumer made any payment. Reynolds disagrees, asserting that, under [\*1091] the ordinary definition of the term, an increase in a charge also occurs whenever an insurer charges a higher rate than it would otherwise have charged because of any factor--such as adverse credit information, age, or driving record 8 --regardless of whether the customer was previously charged some other rate. According to Reynolds, he was charged an increased rate because of his credit rating when he was compelled to pay a rate higher than the premium rate because he failed to obtain a high insurance score. Thus, he argues, the definitions of "increase" and "charge" encompass the insurance companies' practice. Reynolds is correct.

“Increase" means to make something greater. See, e.g., OXFORD ENGLISH DICTIONARY (2d ed. 1989) ("The action, process, or fact of becoming or making greater; augmentation, growth, enlargement, extension."); WEBSTER'S NEW WORLD DICTIONARY OF AMERICAN ENGLISH (3d college ed. 1988) (defining "increase" as "growth, enlargement, etc[.]"). "Charge" means the price demanded for goods or services. See, e.g., OXFORD ENGLISH DICTIONARY (2d ed. 1989) ("The price required or demanded for service rendered, or (less usually) for goods supplied."); WEBSTER'S NEW WORLD DICTIONARY OF AMERICAN ENGLISH (3d college ed. 1988) ("The cost or price of an article, service, etc."). Nothing in the definition of these words implies that the term "increase in any charge for" should be limited to cases in which a company raises the rate that an individual has previously been charged.

**One can increase from zero**

**WORDS AND PHRASES, 07** (CUMULATIVE SUPPLEMENTARY PAMPHLET, 2007 Vol. 20A, 07, 76.

Increase: Salary change of from zero to $12,000 and $1,200 annually for mayor and councilmen respectively was an “increase” in salary and not merely the fixing of salary. King v. Herron, 243 S.E.2d36, 241 Ga. 5.

### Increase means net increase

**Increase means net increase**

**Words and Phrases, 5**  (Cummulative Supplementary Pamphlet, v. 20a, p.295)

Cal.App.2 Dist. 1991. Term “increase,” as used in statute giving the Energy Commission modification jurisdiction over any alteration, replacement, or improvement of equipment that results in “increase” of 50 megawatts or more in electric generating capacity of existing thermal power plant, refers to “net increase” in power plant’s total generating capacity; in deciding whether there has been the requisite 50-megawatt increase as a result of new units being incorporated into a plant, Energy Commission cannot ignore decreases in capacity caused by retirement or deactivation of other units at plant. West’s Ann.Cal.Pub.Res.Code § 25123.

**increase requires evidence of the preexisting condition**

**Ripple, 87** (Circuit Judge, Emmlee K. Cameron, Plaintiff-Appellant, v. Frances Slocum Bank & Trust Company, State Automobile Insurance Association, and Glassley Agency of Whitley, Indiana, Defendants-Appellees, 824 F.2d 570; 1987 U.S. App. LEXIS 9816, 9/24, lexis)

Also related to the waiver issue is appellees' defense relying on a provision of the insurance policy that suspends coverage where the risk is increased by any means within the knowledge or control of the insured. However, the term "increase" connotes change. To show change, appellees would have been required to present evidence of the condition of the building at the time the policy was issued. See 5 J. Appleman & J. Appleman, Insurance Law and Practice, § 2941 at 4-5 (1970). Because no such evidence was presented, this court cannot determine, on this record, whether the risk has, in fact, been increased. Indeed, the answer to this question may depend on Mr. Glassley's knowledge of the condition of the building at the time the policy was issued, see 17 J. Appleman & J. Appleman, Insurance Law and Practice, § 9602 at 515-16 (1981), since the fundamental issue is whether the appellees contemplated insuring the risk which incurred the loss.

### Increase is quantitative

**Increase means to become bigger or larger in number, quantity, or degree.**

**Encarta World English Dictionary, 7** (“Increase”, 2007, <http://encarta.msn.com/encnet/features/dictionary/DictionaryResults.aspx?refid=1861620741>)

Increase

transitive and intransitive verb  (past and past participle in·creased, present participle in·creas·ing, 3rd person present singular in·creas·es)

Definition:

make or become larger or greater: to become, or make something become, larger in number, quantity, or degree

### Increase Means to Make Greater

**Increase means to become larger or greater in quantity**

**Encarta Online Dictionary**. 2006. ("Increase." <http://encarta.msn.com/encnet/features/dictionary/DictionaryResults.aspx?refid=1861620741>.)

in·crease [ in krss ]  
transitive and intransitive verb  (*past and past participle* in·creased, *present participle* in·creas·ing, *3rd person present singular* in·creas·es)Definition**: make or become larger or greater: to become, or make something become, larger in number, quantity, or degree**  
noun  (*plural* in·creas·es)

**Increase does not mean to decrease**

**Websters Dictionary. 1913** ("Increase." <http://machaut.uchicago.edu/cgi-bin/WEBSTER.sh?WORD=increase>.)

**In\*crease"** (?), v. i.

To become greater or more in size, quantity, number, degree, value, intensity, power, authority, reputation, wealth; to grow; to augment; to advance; -- opposed to *decrease*.

**Increase is the opposite of decrease.**

**Cambridge Dictionary, 8** (“increase”, 2008, http://dictionary.cambridge.org/define.asp?key=increase\*1+0&dict=A)

increase

[[Show phonetics]](http://dictionary.cambridge.org/define.asp?dict=A&key=increase*1+0&ph=on)

verb [I/T]

to become or make (something) larger or greater

The opposite of increase is [decrease](http://dictionary.cambridge.org/define.asp?key=decrease*1+0&dict=a).

## \*\*\*Its\*\*\*

### Its = Possesive

**A. ‘Its’ is a possessive pronoun showing ownership**

**Glossary of English Grammar Terms, 2005**

(http://www.usingenglish.com/glossary/possessive-pronoun.html)

Mine, yours, his, hers, its, ours, theirs are the possessive pronouns used to substitute a noun and to show possession or ownership.

EG. This is your disk and that's mine. (Mine substitutes the word disk and shows that it belongs to me.)

**Its means possession**

**Encarta, 9** (Encarta World English Dictionary, http://encarta.msn.com/encnet/features/dictionary/DictionaryResults.aspx?refid=1861622735)

its [ its ]   
adjective  Definition:   **indicating possession**: used to indicate that something belongs or relates to something  
http://encarta.msn.com/xImages/dictionary/bullet.gifhttp://encarta.msn.com/xImages/trans.gifThe park changed its policy.

**‘Its’ must exclusively refer to the preceding subject to make any sense**

**Manderino, 73** (Justice for the Supreme Court of Pennsylvania, Sigal, Appellant, v. Manufacturers Light and Heat Co., No. 26, Jan. T., 1972, Supreme Court of Pennsylvania, 450 Pa. 228; 299 A.2d 646; 1973 Pa. LEXIS 600; 44 Oil & Gas Rep. 214, lexis)

On its face, the written instrument granting easement rights in this case is ambiguous. The same sentence which refers to the right to lay a 14 inch pipeline (singular) has a later reference to "said lines" (plural). The use of the plural "lines" makes no sense because the only previous reference has been to a "line" (singular). The writing is additionally ambiguous because other key words which are "also may change the size of its pipes" are dangling in that the possessive pronoun "its" before the word "pipes" does not have any subject preceding, to which the possessive pronoun refers. The dangling phrase is the beginning of a sentence, the first word of which does not begin with a capital letter as is customary in normal English [\*\*\*10]  usage. Immediately preceding the "sentence" which does not begin with a capital letter, there appears a dangling  [\*236]  semicolon which makes no sense at the beginning of a sentence and can hardly relate to the preceding sentence which is already properly punctuated by a closing period. The above deviations from accepted grammatical usage make difficult, if not impossible, a clear understanding of the words used or the intention of the parties. This is particularly true concerning the meaning of a disputed phrase in the instrument which states that the grantee is to pay damages from ". . . the relaying, maintaining and operating said pipeline. . . ." The instrument is ambiguous as to what the words ". . . relaying . . . said pipeline . . ." were intended to mean.

**Its means belonging to something previously mentioned – i.e the USFG**

**Cambridge Dictonary ( “**Its”, http://dictionary.cambridge.org/dictionary/british/its)

Definition

belonging to or relating to something that has already been mentioned The dog hurt its paw.

Their house has its own swimming pool.

The company increased its profits.

I prefer the second option - its advantages are simplicity and cheapness.

**Its means belonging to**

**Oxford English Dictionary, 89** (2nd edition, online)

its, poss. pron.

**A.** As *adj. poss. pron.* Of or belonging to it, or that thing (L. *ejus*); also *refl.*, Of or belonging to itself, its own (L. *suus*)

**Its requires a possessor/agent**

**Websters, No Date (“**Its”, http://www.merriam-webster.com/dictionary/its)

of or relating to it or itself especially as possessor, agent, or object of an action <going to its kennel> <a child proud of its first drawings> <its final enactment into law>

### Aff - Its means ‘associated with’

**Its means associated with**

**Oxford Dictionaries Online, No Date** (“Its”, <http://oxforddictionaries.com/definition/its?view=uk>)

its

Entry from World dictionary

Pronunciation:/ɪts/

possessive determiner

belonging to or associated with a thing previously mentioned or easily identified: turn the camera on its side

he chose the area for its atmosphere

**Its can mean relating to**

**Macmillan Dictionary, No Date** –(“Its” <http://www.macmillandictionary.com/dictionary/american/its>)

Its is the possessive form of it.

1 belonging or relating to a thing, idea, place, animal, etc. when it has already been mentioned or when it is obvious which one you are referring to

## \*\*\*Economic Engagement\*\*\*

### EE—includes private $/trade

#### Economic engagement includes government money, private investment and capital flows, and philanthropy

Adelman et al, 2005 [Adelman, Dr. P.H., Director, Center for Science in Public Policy¶ Jeremiah Norris, Senior Fellow¶ Jean Weicher, Research Associate¶ “America’s Total Economic Engagement¶ with the Developing World:¶ Rethinking the Uses and Nature of¶ Foreign Aid” <http://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=2&cad=rja&ved=0CDcQFjAB&url=http%3A%2F%2Fmercury.ethz.ch%2Fserviceengine%2FFiles%2FISN%2F19754%2Fipublicationdocument_singledocument%2F96e3f339-7957-44de-ad1f-cf88f8c27449%2Fen%2FRethinking_Foreign_Aid.pdf&ei=hS_UUeTrDobUyQH0toDQAw&usg=AFQjCNHFkL5Jho2sMJpXEkjoMyEXZifDNQ&sig2=t3SiDmwsMxngtp3ZDt3FXg&bvm=bv.48705608,d.aWc>]

U.S. Government and Private¶ International Assistance to Developing¶ Countries¶ Based on new research and new data sources, the¶ Hudson Institute has developed a considerably¶ higher figure for 2003 U.S. private international¶ assistance than the year 2000. The following table,¶ using the latest official government figures as well,¶ shows total U.S. economic engagement with developing¶ countries. This engagement includes our government¶ foreign aid or ODA, our private assistance¶ or philanthropy, and our private capital flows or¶ private investment overseas. The table illustrates¶ the small role that ODA plays in America’s economic¶ engagement with the developing world. Over 85¶ percent of that engagement is through the private¶ sector, in either philanthropy or private investment.¶ Presenting this full picture, not just a limited¶ government foreign aid number, is a more accurate¶ way of measuring American generosity and impact¶ in the world than the current system developed¶ under the OECD.

### EE—Private investment key

#### Prefer our evidence—net capital markets and foreign direct investment are central to economic engagement policy

Adelman et al, 2005 [Adelman, Dr. P.H., Director, Center for Science in Public Policy¶ Jeremiah Norris, Senior Fellow¶ Jean Weicher, Research Associate¶ “America’s Total Economic Engagement¶ with the Developing World:¶ Rethinking the Uses and Nature of¶ Foreign Aid” <http://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=2&cad=rja&ved=0CDcQFjAB&url=http%3A%2F%2Fmercury.ethz.ch%2Fserviceengine%2FFiles%2FISN%2F19754%2Fipublicationdocument_singledocument%2F96e3f339-7957-44de-ad1f-cf88f8c27449%2Fen%2FRethinking_Foreign_Aid.pdf&ei=hS_UUeTrDobUyQH0toDQAw&usg=AFQjCNHFkL5Jho2sMJpXEkjoMyEXZifDNQ&sig2=t3SiDmwsMxngtp3ZDt3FXg&bvm=bv.48705608,d.aWc>]

U.S. Private Capital Flows¶ This number includes foreign direct investment and¶ net capital markets in developing and emerging¶ economies, and is an important measure of U.S.¶ total economic engagement with developing¶ nations.10 This category is most indicative of the¶ U.S. contribution to long-lasting economic growth¶ and prosperity in these countries. The number¶ includes direct investment by American companies¶ in agriculture, manufacturing and service industries¶ that creates jobs and income for poor people.¶ It represents the involvement of U.S. companies¶ and institutions in foreign capital markets as well,¶ investment that helps develop permanent economic¶ and social infrastructure in the developing world.

### EE—State Dept

#### Economic engagement includes IPR, Terrorist finance, trade, remittances, and FDI—prefer our government definition

State Department, 2001 [The part of the Govt. in charge of the topic, Memo on the role of the “economic Engagement Bureau”, http://2001-2009.state.gov/e/eeb/92986.htm]

What is Total Economic Engagement?

Total Economic Engagement seeks to integrate and coordinate all U.S. economic instruments and programs into our regional and country strategies. The Bureau of Economic, Energy and Business Affairs’ (EEB) broad cross-section of economic disciplines, interagency contacts, and expertise in such areas as trade, finance, energy, development, transportation, and telecommunications help ensure this coordination.

EEB is actively involved in the entire range of international economic issues affecting America’s security and well-being. Our priorities extend from securing reliable, sustainable energy supplies to increasing market access for U.S. goods and services. Protection of American interests, such as intellectual property rights, fair play in international business, and shutting down terrorist access to financial networks, is not only part of our work, it is the foundation on which our efforts rest.

But promoting U.S. economic and security interests is not a short-term endeavor; dealing creatively with emerging markets and alleviating poverty are priorities that are even more important in the era of rapid globalization than they were in the wake of World War II.

To quote Franklin D. Roosevelt: “True individual freedom cannot exist without economic security and independence. People who are hungry and out of a job are the stuff of which dictatorships are made.”

Poverty and political unrest walk hand-in-hand, and too many countries’ economic situations offer little hope to their citizens. However, the economic landscape does not need to remain dormant. We believe, the crop of economic security, individual prosperity and political stability can be grown through total economic engagement.

Total economic engagement looks beyond the current practice of using financial development assistance as the only ox at the plow. We know that developing countries own the keys to their own economic success. Just as democracy relies on the educated and active common man, so a healthy economy rests on the liberated individual. Ronald Reagan summed it up well: “We who live in free market societies believe that growth, prosperity and ultimately human fulfillment, are created from the bottom up, not the government down. “Only when the human spirit is allowed to invent and create, only when individuals are given a personal stake in deciding economic policies and benefiting from their success – Only then can societies remain economically alive, dynamic, progressive, and free.”

Our goal, therefore, must be the creation of the right conditions for individual economic growth and success. We must cultivate conditions for private sector growth, investment and trade. This cannot be accomplished through Official Development Assistance (ODA) funds alone. Foreign assistance must support a developing country’s own effort to improve their economic climate.

Total economic engagement is putting all of the players to the same plow.

EEB is harnessing trade and economic policy formation, proper governance, and ODA activities together. The bureau also integrates the American individual. Working with U.S. citizen-partners participating in developing economies abroad is a key element of total economic engagement.

An accurate accounting of a nation’s total engagement must include economic policies as well as, trade, remittances, and foreign direct investment. In these areas, the U.S. leads the world in total economic engagement with the developing world. The private donations of American citizens, military emergency aid and peacekeeping and government assistance provide the primary sources for development financing.

In all of EEB’s endeavors with State regional bureaus, the White House, and other economic agencies (e.g., USTR, Treasury), we promote Total Economic Engagement as the standard for assessing our country and regional economic strategies because we have seen that this holistic economic strategy delivers tangible results.

### EE—Tied to political

#### Economic engagement is a policy of deliberately expanding economic ties in order to improve political relations—excludes negative actions.

Kahler and Kastner, 2006 [¶ Miles Kahler Scott L. Kastner¶ Department of Government and Politics¶ University of Maryland¶ Graduate School of International Relations and Pacific Studies¶ University of California, San Diego “STRATEGIC USES OF ECONOMIC INTERDEPENDENCE:¶ ENGAGEMENT POLICIES IN SOUTH KOREA, SINGAPORE, AND TAIWAN¶ “ Journal of peace reseach vol 43 number 5]

Economic engagement—a policy of deliberately expanding economic ties with an adversary in order to change the behavior of the target state and effect an improvement in bilateral political relations—is the subject of growing, but still limited, interest in the international relations literature. The bulk of the work on economic statecraft continues to focus on coercive policies such as economic sanctions. The emphasis on negative forms of economic statecraft is not without justification: the use of economic sanctions is widespread and well-documented, and several quantitative studies have shown that adversarial relations between countries tend to correspond to reduced, rather than enhanced, levels of trade (Gowa 1994; Pollins 1989). At the same time, however, relatively little is known about how widespread strategies of economic engagement actually are: scholars disagree on this point, in part because no database cataloging instances of positive economic statecraft exists (Mastanduno 2003). Furthermore, beginning with the classic work of Hirschman (1945), most studies in this regard have focused on policies adopted by great powers.[[1]](#endnote-1) But engagement policies adopted by South Korea and the other two states examined in this study, Singapore and Taiwan, demonstrate that engagement is not a strategy limited to the domain of great power politics; instead, it may be more widespread than previously recognized.

### EE—Includes Conditions

#### Economic Engagement includes conditional actions

Kahler and Kastner, 2006 [¶ Miles Kahler Scott L. Kastner¶ Department of Government and Politics¶ University of Maryland¶ Graduate School of International Relations and Pacific Studies¶ University of California, San Diego “STRATEGIC USES OF ECONOMIC INTERDEPENDENCE:¶ ENGAGEMENT POLICIES IN SOUTH KOREA, SINGAPORE, AND TAIWAN¶ “ Journal of peace reseach vol 43 number 5]

ECONOMIC ENGAGMENT: STRATEGIES AND EXPECTATIONS

Scholars have usefully distinguished between two types of economic engagement: conditional policies that require an explicit quid-pro-quo on the part of the target country, and policies that are unconditional.[[2]](#endnote-2) Conditional policies, sometimes called “linkage” or economic “carrots,” are the inverse of economic sanctions. Instead of threatening a target country with a sanction absent a change in policy, conditional engagement policies promise increased economic flows in exchange for policy change. Drezner’s (1999/2000) analysis of conditional economic inducements yields a set of highly plausible expectations concerning when conditional strategies are likely to be employed, and when they are likely to succeed. Specifically, he suggests that reasons exist to believe, a priori, that policies of conditional engagement will be less prevalent than economic sanctions. First, economic coercion is costly if it fails (sanctions are only carried out if the target country fails to change policy), while conditional engagement is costly if it succeeds (economic payoffs are delivered only if the target country does change policy). Second, states may be reluctant to offer economic inducements with adversaries with whom they expect long-term conflict, as this may undermine their resolve in the eyes of their opponent while also making the opponent stronger. Third, the potential for market failure in an anarchic international setting looms large: both the initiating and the target states must be capable of making a credible commitment to uphold their end of the bargain. These factors lead Drezner to hypothesize that the use of economic carrots is most likely to occur and succeed between democracies (because democracies are better able to make credible commitments than non-democracies), within the context of international regimes (because such regimes reduce the transactions costs of market exchange), and, among adversaries, only after coercive threats are first used.

### EE—Includes conditions/Doesn’t have to transform

#### Economic engagement may be conditional or unconditional, and may either be intended to change a state or maintain its current arrangement, depending on context.

Kahler and Kastner, 2006 [¶ Miles Kahler Scott L. Kastner¶ Department of Government and Politics¶ University of Maryland¶ Graduate School of International Relations and Pacific Studies¶ University of California, San Diego “STRATEGIC USES OF ECONOMIC INTERDEPENDENCE:¶ ENGAGEMENT POLICIES IN SOUTH KOREA, SINGAPORE, AND TAIWAN¶ “ Journal of peace reseach vol 43 number 5]

¶ In summary, we have distinguished between three types of economic engagement: conditional engagement (linkage); unconditional engagement seeking to utilize the constraining effects of economic interdependence; and unconditional engagement seeking to utilize the transforming effects of economic interdependence. We have also outlined a number of expectations, mostly drawn from the existing literature, regarding the conditions likely to facilitate the use of these various strategies. In the remainder of this essay we examine the engagement policies of South Korea, Singapore and Taiwan, and we use these cases to draw conclusions concerning the conditions facilitating the strategic use of economic interdependence.¶ ¶

### EE = Unconditional

#### Economic engagement is not conditional—it is a long term strategy to create interdependence, not a specific policy tool.

Çelik, 2011 [Arda Can, PHD student @ Uppsala University,also, according to his Fa-Bo, like swimming and coffee. “Economic Sanctions and Engagement Policies: A review on coercive and non-coercive diplomatic action” , on the google books, P 11]

Economic engagement policies are strategic integration behaviour which involves the target state. Engagement policies differ from other tools in economic diplomacy. They target to deepen the economic relations to create economic intersection, interconnectedness, and mutual dependence and finally seeks economic interdependence. This interdependence serves the sender state to change the political behaviour of target state4. However they cannot be counted as carrots or inducement tools, they focus on long term strategic goals and they are not restricted with short term policy changes (Kahler & Kastner, 2006). They can be unconditional and focus on creating greater economic benefits for both parties. Economic engagement targets to seek deeper economic linkages via promoting institutionalized mutual trade thus mentioned interdependence creates two major concepts. Firstly it builds strong trade partnership to avoid possible militarized and nonmilitarized conflicts. Secondly it gives a leeway to perceive the international political atmosphere from the same and harmonized perspective. Kahler and Kastner define the engagement policies as follows, "It is a policy of deliberate expanding economic ties with an adversary in order to change the behaviour of target state and improve bilateral relations " (p. 523/abstract). It is an intentional economic strategy that expects bigger benefits such as long term economic gains and more importantly, political gains. The main idea behind the engagement motivation is stated by Rosencrance (1977) in a way that "the direct and positive linkage of interests of states where a change in the position of one state affects the position of others in the same direction."

### EE—Just Economic

#### Economic engagement is exlusively economic—not political

Jakštaitė, 2010¶ [Gerda , Doctoral Candidate ¶ Vytautas Magnus University Faculty of Political Sciences and Diplomacy, “containment and engagement as middle-range theories”, Baltic Journal of Law and Politics Vol 3 # 2]

Economic Engagement

The approach to engagement as economic engagement focuses exclusively on economic instruments of foreign policy with the main national interest being security. Economic engagement is a policy of the conscious development of economic relations with the adversary in order to change the target state‟s behaviour and to improve bilateral relations.94

Economic engagement is academically wielded in several respects. It recommends that the state engage the target country in the international community (with the there existing rules) and modify the target state‟s run foreign policy, thus preventing the emergence of a potential enemy.95 Thus, this strategy aims to ensure safety in particular, whereas economic benefit is not a priority objective.

Objectives of economic engagement indicate that this form of engagement is designed for relations with problematic countries – those that pose a potential danger to national security of a state that implements economic engagement. Professor of the University of California Paul Papayoanou and University of Maryland professor Scott Kastner say that economic engagement should be used in relations with the emerging powers: countries which accumulate more and more power, and attempt a new division of power in the international system – i.e., pose a serious challenge for the status quo in the international system (the latter theorists have focused specifically on China-US relations). These theorists also claim that economic engagement is recommended in relations with emerging powers whose regimes are not democratic – that is, against such players in the international system with which it is difficult to agree on foreign policy by other means.96 Meanwhile, other supporters of economic engagement (for example, professor of the University of California Miles Kahler) are not as categorical and do not exclude the possibility to realize economic engagement in relations with democratic regimes.97

Proponents of economic engagement believe that the economy may be one factor which leads to closer relations and cooperation (a more peaceful foreign policy and the expected pledge to cooperate) between hostile countries – closer economic ties will develop the target state‟s dependence on economic engagement implementing state for which such relations will also be cost-effective (i.e., the mutual dependence).

However, there are some important conditions for the economic factor in engagement to be effective and bring the desired results. P. Papayoanou and S. Kastner note that economic engagement gives the most positive results when initial economic relations with the target state is minimal and when the target state‟s political forces are interested in development of international economic relations. Whether economic relations will encourage the target state to develop more peaceful foreign policy and willingness to cooperate will depend on the extent to which the target state‟s forces with economic interests are influential in internal political structure. If the target country‟s dominant political coalition includes the leaders or groups interested in the development of international economic relations, economic ties between the development would bring the desired results. Academics note that in non-democratic countries in particular leaders often have an interest to pursue economic cooperation with the powerful economic partners because that would help them maintain a dominant position in their own country.98

### EE = can be condo

#### Economic engagement can be linked or unconditional—there isn’t a scholarly consensus

Jakštaitė, 2010¶ [Gerda , Doctoral Candidate ¶ Vytautas Magnus University Faculty of Political Sciences and Diplomacy, “containment and engagement as middle-range theories”, Baltic Journal of Law and Politics Vol 3 # 2]

Proponents of economic engagement do not provide a detailed description of the means of this form of engagement, but identify a number of possible variants of engagement: conditional economic engagement, using the restrictions caused by economic dependency and unconditional economic engagement by exploiting economic dependency caused by the flow. Conditional economic engagement, sometimes called linkage or economic carrots engagement, could be described as conflicting with economic sanctions. A state that implements this form of engagement instead of menacing to use sanctions for not changing policy course

promises for a target state to provide more economic benefits in return for the desired political change. Thus, in this case economic ties are developed depending on changes in the target state‟s behaviour.99

Unconditional economic engagement is more moderate form of engagement. Engagement applying state while developing economic relations with an adversary hopes that the resulting economic dependence over time will change foreign policy course of the target state and reduce the likelihood of armed conflict. Theorists assume that economic dependence may act as a restriction of target state‟s foreign policy or as transforming factor that changes target state‟s foreign policy objectives.100

### EE=solely econ/state to state/can be condo

#### Economic engagement is soley economic, and targets important international actors.

Jakštaitė, 2010¶ [Gerda , Doctoral Candidate ¶ Vytautas Magnus University Faculty of Political Sciences and Diplomacy, “containment and engagement as middle-range theories”, Baltic Journal of Law and Politics Vol 3 # 2]

Thus, economic engagement focuses solely on economic measures (although theorists do not give a more detailed description), on strategically important actors of the international arena and includes other types of engagement, such as the conditional-unconditional economic engagement.

## \*\*\*Towards\*\*\*

### Towards = in direction of

Free Dictionary, No date [http://www.thefreedictionary.com/towards]

towards [təˈwɔːdz tɔːdz]

*prep*

**1.** in the direction or vicinity of *(towards London)*

### Towards = With Regard to

Free Dictionary, No date [http://www.thefreedictionary.com/towards]

**2.** with regard to *(her feelings towards me)*

### Towards= a contribution or help

Free Dictionary, No date [http://www.thefreedictionary.com/towards]

**3.** as a contribution or help to (*money towards a new car)*

1. [↑](#endnote-ref-1)
2. [↑](#endnote-ref-2)