

TARGET PRACTICE FOR LEGALESE



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Any lawyer will often want real people, nonlawyers, to understand what the lawyer is trying to say. As a good first step, you can reduce your use of legalese and write in Plain English, or at least Plain English. You can eliminate or think twice about using some words and phrases that only lawyers use. Many of these words and phrases are verbose, archaic, pompous, weird, or just difficult to understand. They add little or no value. They don't help communicate. They block communication.

The table below presents, in the first column, some legalistic phrases and words that contribute to incomprehensibility in legal writing. The second column

of the table offers substitute language, translation of legalese into English. The second column also includes some comments in parentheses.

This collection does not purport to be complete, new, or authoritative. It just reflects one person's thoughts and experiences. Your mileage may vary.

Comprehensibility and clarity matter more than blind adherence to rules. If one of these suggested changes might create confusion or sound wrong, don't make it. Just ignore the suggestion. Ultimately all of this is a matter of taste.

LAWYERLY PHRASE	TRANSLATION TO ENGLISH (AND COMMENTS)
A period of seven (7) days	Seven days (no need to say "a period of," and no need to repeat numbers)
After its receipt of	After it receives
And/or	"Or" (perhaps with a single statement in the Interpretation section near the end that "or" includes "and," as it ordinarily would in the English language)
Annexed hereto; attached hereto, and made a part hereof as if set forth verbatim	(These phrases typically accompany references to exhibits to documents. They add nothing. Delete.)
Any and all, any or all	Any
Applicable	(If it's not applicable don't discuss it. Adding the word "applicable" doesn't add anything.)
Are hereby acknowledged and agreed by the parties	The parties acknowledge and agree (or just say whatever it is they acknowledge and agree; you don't need the buildup even if it's a really important point)
As hereinafter defined	(Say once at the beginning that the document may use terms before defining them, or trust the reader to find the definition—it's either above or below so they have only two places to look.)

LAWYERLY PHRASE	TRANSLATION TO ENGLISH (AND COMMENTS)
As may be otherwise expressly provided in this Lease	As this Lease otherwise states
As per	(Don't use this phrase. It sounds like the IRS. Express the concept in some other way.)
As required by this Lease	As this Lease requires
As to	On, for
Ascribable	(This is just an awful word. Use something else.)
At the same time	When
At this point in time (or "currently")	Now (or don't say anything)
Certain	Some, the
Commence	Start
Cost and expense	Expense
Covenant	Agree
Desires, is desirous of	Wants
During	In
Each and every	Every
Endeavor	Try
Enter into	Sign
Except if	Unless
Excluding	Except
Exhibit A attached hereto and by this reference made a part hereof as if set forth in full verbatim	Exhibit A
Expressly	(Usually adds nothing. Delete.)
For the avoidance of doubt	(Cut. Rewrite it in a way that eliminates any doubt.)
For the purpose of	To
Foregoing, the	(Usually this word suggests laziness. Rework to avoid the need for the word.)
Furnish	Give
Give notice	Notify

LAWYERLY PHRASE	TRANSLATION TO ENGLISH (AND COMMENTS)
Here- (any word starting with “here,” such as “hereunder”)	(Use ordinary English words that do the job, and also leave no doubt about the antecedent.)
If and only if	If
If any	Any
Impact	(It’s a noun. Don’t use it as a verb.)
In connection with	For
In excess of	More than
In exchange for good and valuable consideration, the receipt of which is hereby acknowledged by each of the parties	(Instead, say somewhere in miscellaneous provisions: “Each party acknowledges it has received adequate consideration for this Agreement to bind it.”)
In no event	Shall not
In order to	To
In the event that	If
IN WITNESS WHEREOF	(This is weird and archaic, but acceptable, only because everyone expects to see it just before the signatures of a document. The phrase “WITNESSETH” before recitals does not receive a similar free pass.)
Include without limitation	Include (and maybe say once, somewhere appropriate, that it means “without limitation”)
It is hereby covenanted and agreed that	(Say nothing. Everything in the document reflects whatever the parties agreed.)
Make payment	Pay
Multiplied by	Times
Need to	Must
Not include	Exclude
Notwithstanding anything to the contrary in this Agreement	Notwithstanding anything in this Agreement (but the whole concept suggests laziness in writing—instead, make the entire Agreement consistent so you don’t need to say which provisions might supersede other provisions—someone might read only those other provisions and believe them)
Null, void, and of no force or effect	Null and void
On account of	Because of

LAWYERLY PHRASE	TRANSLATION TO ENGLISH (AND COMMENTS)
On behalf of	For
Other than	Except (not a major improvement, but a little bit shorter; shortness is good)
Preceding	Earlier, prior, previous
Presently	Now
Prior to	Before (except when referring to priority of interests in real property)
Provide	State
Provided, however, that...	(Don't use. Can mean any number of things. Particularly don't use as all-purpose glue for run-on sentences. State the general proposition. Then state any exceptions, provisos, and clarifications separately and clearly in separate sentences or paragraphs.)
Pursuant to	Under
Regardless of whether	Even if
Retain	Keep
Said	That, the
Same	"It" or "that"
Satisfy	Meet
Shall	(Often superfluous or confusing. For example: "If the house shall burn down." An ordinary person would say "If the house burns down.")
Shall be binding upon and inure to the benefit of	Shall bind and benefit
Shall mean	Means (for defined terms)
Shall not receive any	Shall receive no
Sole and exclusive	(Delete if unnecessary, otherwise just "sole" or just "exclusive.")
Subject and subordinate	Subordinate
Subsequent to	After, later
Such (in the sense of "the," "that," or "those")	"That," "the," "it"

LAWYERLY PHRASE	TRANSLATION TO ENGLISH (AND COMMENTS)
Suffer	(If you mean “incur,” say so; it’s shorter. If you mean “permit” or “allow,” say so; it’s less archaic and pompous.)
That certain	The
The following	These
The former, the latter	(Figure out another way to say.)
The parties to this Agreement	The parties
The provisions of the regulations	The regulations
The purpose of the document	The document’s purpose
The terms herein/the terms set forth in X Agreement	This Agreement/X Agreement
The terms of the Agreement	The Agreement
There- (any word starting with “there,” such as “thereunder,” “theretofore”)	(Use ordinary English words that do the job.)
There are, there is	(Rework the sentence to avoid use of verb “to be.”)
To be	(Try to avoid, in favor of more active verbs where possible and graceful.)
Unless and until	(Consider replacing with just “unless” or just “until,” as appropriate.)
Unless otherwise expressly agreed in writing	(Do you really need to say? The parties can always agree otherwise in writing.)
Upon	On
WITNESSETH	(Say something else, e.g., “The parties enter into this Agreement based on these circumstances.”)
“When and as,” “when and if”	(Consider replacing with just one of those words, as appropriate.)
Where- (any word starting with “where,” such as wherein, wherefore)	(See “There”)
With respect to	For, on, from, under