

CLARITY

Once you have planned the basic structure of your letter, and know roughly what kinds of paragraphs you are going to need, clarity can be achieved by paying attention to the smaller units of writing that you will be creating – that is, the sentences and words.

Sentences

Keep sentences as short as possible. This does not necessarily mean that all sentences should be short (which might create a displeasing, staccato effect) but that all unnecessary words should be removed.

Try to have only one main idea per sentence. Where you want to add more than one piece of additional information about a subject introduced in a sentence, consider starting a new sentence. Also consider the sequence in which information is presented in a sentence. In general:

- 1 Start with the most important piece of information, then deal with lesser matters. This may mean that you will need to use more than one sentence in order to establish a natural priority of information. For example:

The company specializes in pharmaceutical products. Its headquarters are in Oxford, and it made a record profit last year.

instead of:

The company, the headquarters of which are in Oxford, specializes in pharmaceutical products and made a record profit last year.

- 2 State the general rule before any exception to the rule, not the other way about. For example:

The goods must be delivered within 21 days of an order being received, unless more than 100 units are ordered.

instead of:

Unless more than 100 units are ordered, the goods must be delivered within 21 days of an order being received.

- 3 If you can cut words out without affecting the meaning of the sentence, do it. It will make your writing much more vigorous. In particular, pay attention to phrases which introduce new pieces of information or argument. These can often be reduced to single words. For example, *have a detrimental effect upon* can usually be reduced to *harm*, and *notwithstanding the fact that* can usually be reduced to *despite* or *although*.

Words

Use the words that convey your meaning

Use the words that convey your meaning, and nothing more.

Never use words simply because they look impressive and you want to try them out, or because you like the sound of them. There is a tendency in legal writing to use unnecessary, obscure words rather than their ordinary equivalents, perhaps out of a feeling that the obscure words are somehow more impressive. Never use a long word where a short one can be used. For example, avoid words like *notwithstanding* where simple words like *despite*, *still*, or *even if* can be used instead.

Never use a phrase where you can use one short word. There is a creeping tendency to include unnecessary phrases like *with regard to*, *with respect to*, *in reference to*, and so on, instead of *about*.

Use ordinary English words where possible

Do not use a foreign phrase or jargon if you can think of an ordinary English word which means the same thing. For example, do not write *modus operandi* when you can write *method*, nor *soi-disant* when you can write *so-called*.

In legal English, this is more difficult to achieve in practice than it is in ordinary English, because much of the terminology used (*inter alia*, *ab initio*, *force majeure*, *mutatis mutandis*) comes from French and Latin. These phrases often act as shorthand for a longer English phrase. For example, *inter alia* comes out in English as 'including but not limited to'.

Therefore, as a rule of thumb, the use of a foreign phrase is permissible 1) when it is in common use in legal writing, and 2) when it expresses a legal idea more succinctly than can be achieved in English. Your choice of vocabulary – between English or French and Latin – will also be influenced by who you are writing to.

Avoid legal jargon

Do not use legal jargon or terms of art in a letter to a client or other non-lawyer unless it is unavoidable. In such cases, consider whether you need to explain what the words you have used mean.

Grammar

Avoid negative structures

Avoid negative structures where possible. There is a tendency in much business and legal writing to try to soften the impact of what is being said by using *not un-* (or *not im-, il-, in-, etc*) formations such as:

not unreasonable
not impossible
not unjustifiable
not unthinkable
not negligible

Such structures make what you are saying less clear and definite. They become very hard to follow when more than one is used within a single sentence, e.g.:

It is not impossible that this matter will have a not inconsiderable bearing upon our decision.

Translated into ordinary English, this reads:

It is possible that this matter will have a considerable bearing upon our decision.

or:

This may considerably influence our decision.

Use active verbs

Use active verbs rather than nominalizations where possible: *consider* instead of *give consideration to*; *oppose* instead of *be in opposition to*; *contravene* instead of *be in contravention of*. In the longer phrases, known as nominalizations, a verb has become buried in a noun. Anglo-American lawyers particularly are addicted to them.

The use of nominalizations makes writing longer and less dynamic. For example:

We are in agreement that our firm will give consideration to the documents.

This sentence would be better expressed:

We agree that our firm will consider the documents.

However, there are certain occasions in legal writing when nominalizations are appropriate. For example, lawyers don't agree to *arbitrate* but to *go to arbitration*: arbitration is a defined legal process and should be referred to in its nominal form.

SIMPLICITY

Dear Madam

We have been appointed to act on behalf of your spouse, Mr Gerald Taggart, in connection with your matrimonial situation. Our client has informed us that the matrimonial relationship has irretrievably broken down by reason of a new relationship which you have formed with one Arthur Longsdale. We understand that this is a matter that you would in no way seek to deny in any future divorce proceedings. This being so, we have advised our client that he would have grounds to present to the court a petition for divorce based on your adultery, and we are in receipt of his instructions to pursue the same.

We would respectfully advise you to seek independent legal advice from solicitors of your choice upon the contents of this letter, and we should be obliged to hear from the same at your earliest convenience.

Yours faithfully

Dear Madam

We have been consulted by your husband regarding your marriage. He has told us that you have now formed a new relationship with Arthur Longsdale, and that you would be prepared to admit to this. If so, this would mean that your husband would be entitled to commence divorce proceedings against you based on your adultery with Mr Longsdale.

Your husband has asked us to prepare a divorce petition based on your adultery and this will be sent to the court shortly.

We would recommend that you consult another firm of solicitors about the contents of this letter, and look forward to hearing either from them or from you shortly.

Yours faithfully

Compare the two letters in terms of simplicity

COURTESY

Dear Sir

Our client: Grange Supplies Ltd

Outstanding invoice for supplies of office stationery

We saw Mr Grange of Grange Supplies today. He told us that they sent you a bill for £10,750 four months ago with a payment period of 28 days. You have not paid it yet despite being chased several times for it.

This is to give you a last chance to pay up. If you do not pay in full within the next 14 days, we will sue you. No more excuses will be accepted.

Yours, etc.

Dear Sir

Our client: Grange Supplies Ltd

Outstanding invoice for supplies of office stationery

We are instructed by Grange Supplies Ltd to seek recovery of sums unpaid on an invoice dated —, a further copy of which we enclose for ease of reference.

We write to advise that we are instructed to commence proceedings to recover the debt unless payment in full is received by our client within the next 14 days.

Yours faithfully

Compare the two letters in terms of courtesy

Idioms and colloquial language

As the letter above shows, it is important to try to strike the right tone in your letter. The right tone is one of professional neutrality. On the one hand, you should avoid pompous, obscure language. On the other hand, you should avoid language which is too informal or colloquial.

At all times, and particularly when writing to parties on the other side of a case from your client, you should avoid any tinge of personal animosity. This is important because although lawyers often find themselves having to threaten people or organizations with legal action on behalf of clients, the lawyer must ensure that basic standards of professional courtesy are adhered to at all times.

When seeking the right tone, certain things should be avoided:

- *Contractions*. A contraction is when a word is shortened, using an apostrophe, e.g. *I can't* and *I won't*. This is too informal for most legal contexts.
- *Slang*. This should be avoided, 1) because using it is unprofessional, and 2) because it may not be understood. Always use the correct, formal term, e.g. not a *fake* (person) but a *charlatan*.
- *Colloquialisms, proverbs, common metaphors*. Again, these both are unprofessional and may be misunderstood. Always state precisely what you mean rather than resorting to such a phrase. For example, do not write *prices have gone through the roof* but *prices have increased rapidly*.
- *Throwaway informality*. It is important to retain a quality of professional gravity in the tone of your writing. Therefore do not write, *it's all sorted to go*, but *the matter has been satisfactorily resolved*.

Sexist language

It is inappropriate to use the personal pronouns *he* or *his* in a letter or document to refer to a person whose sex might be either male or female. One option is to use *he / she* and *his / her*. English also has a number of gender-neutral words such as *person*, and gender-neutral pronouns such as *anyone*, *everyone*, and *no one*. However, it does not have gender-neutral singular personal pronouns, except *one*, which is generally unsatisfactory for most purposes in legal correspondence.

A good compromise strategy is to use the plural pronoun *they* and the possessive form *their*, in the sense of *he / she* and *his / her*. The *Oxford English Dictionary* (2001) sanctions this use of *their* to refer to 'belonging or associated with a person whose sex is not specified'.

Other methods that can be employed to avoid using *he* or *his* in such cases include:

- Deleting the pronoun reference altogether if possible. For example, in *the lawyer read the documents as soon as they were delivered to him*, delete *to him*.
- Changing the pronoun to an article like *a* or *the*. For example, *the lawyer advised the client on his case* can be changed to *the lawyer advised the client on the case*.
- Using *who*, especially when *he* follows *if*. For example, *if he does not prepare cases thoroughly a lawyer cannot be an effective court advocate* should read: *a lawyer who does not prepare cases thoroughly cannot be an effective court advocate*.
- Repeating the noun instead of using a pronoun. For example, *When considering the conduct of litigation, the lawyer should retain an objective view. In particular, the lawyer [repeat noun, don't use he] should...*

ACCURACY

Prepositions

Special care should be taken when using prepositions. Minor differences in preposition usage can have a big effect on the meaning of a sentence, e.g.:

The goods shall be delivered in seven days

means that the goods are likely to be delivered on the seventh day.

The goods shall be delivered within seven days

means that the goods shall be delivered no later than the seventh day.

Or:

The goods shall be delivered on 7 June

means that the goods will arrive on that date.

The goods shall be delivered by 7 June

means that the goods will arrive no later than that date.

Such apparently minor differences may be of critical importance when trying to reach agreement on legal issues.

Spelling

Lawyers are trained to pay attention to detail. Therefore, spelling mistakes in a letter are likely to be noticed and will create a very bad impression. Spelling, punctuation, and grammar should all be checked carefully. Many people rely on the spell-checker in their computer to ensure there are no spelling mistakes. However, spell-checkers often prescribe American spellings, while clients and other correspondents may prefer British spellings. In any case, certain kinds of mistakes will slip through such a check, e.g.:

- Where a word may be spelt correctly but is the wrong word: *I saw it their* (instead of *I saw it there*).
- Where a compound word is incorrectly split into two words, or two words are incorrectly combined to form a valid compound word: *the good will of the company* (instead of *the goodwill of the company*).

There is no substitute for carefully proofreading each letter that you have written.

Titles, names, and addresses

Use the correct title in the address and salutation. Spell your correspondent's name correctly (nothing creates a worse impression than a misspelt name) and write their address accurately.

If you do not know your correspondent, do not assume that they are one sex or the other, i.e. use *Dear Sir / Madam* rather than *Dear Sir* or *Dear Madam*. If you know a correspondent's name but not their sex, use *Mr / Ms*, e.g. *Dear Mr / Ms Bromley*.

Better still, before you write, telephone the organization at which that person works and find out from the receptionist the sex of the intended recipient.

References

When replying to a letter, fax, or email, quote all references accurately so that it is immediately clear to your reader what you are writing about.

Prices, measurements, etc.

Special care should be taken when quoting prices or giving specifications such as measurements or weights. Quoting these incorrectly can cause serious misunderstandings.

Enclosures and attachments

Always check that you have actually enclosed any documents that you have mentioned in your letter are enclosed, and that any documents you say in an email that you attach are indeed attached.

Check, too, that the documents you have enclosed or attached are the right documents. If, for example, the document you are supposed to be enclosing is invoice PNT/21, make sure you do not enclose invoice PNT/12. It is important to ensure that any documents enclosed or attached appear in the order in which you have listed them in your communication.

CONVENTIONS

Abbreviations

Abbreviations can be useful because they are quick to write and easy to read. But they are not worth using unless you are confident that the recipient of your letter will understand what they mean.

Differentiate between those abbreviations that are used internationally and those that are basically parochial. For example, the abbreviations **CIF** (or **cif**, Cost, Insurance, and Freight) and **FOB** (or **fob**, free on board) are **INCOTERMS** which are used in international trade. However, you cannot be sure that abbreviations like **p & p** (postage and packing) and **SAE** (or **sae**, stamped addressed envelope) will be understood internationally. Similarly, purely national organizations are unlikely to be familiar to correspondents in other countries.

Note that international organizations such as UN, NATO, or EU have a different acronym in other languages and therefore are better spelled out when first mentioned.

Abbreviations which are used as grammatical shorthand, such as *e.g.* and *i.e.*, are usually written in lower case letters with dots between the letters.

Statutes and people that are likely to be referred to a number of times within a letter or memo are often given abbreviations, e.g. Data Protection Act 1998 ('DPA').

In general, abbreviations that refer to an entity, such as *UK*, *USA*, *NATO*, should be capitalized without dots between the letters.

Numbers

When inserting numbers into legal letters and documents, the general rule is that numbers up to and including ten should be spelt and numbers 11 and above should be put in numerals. However, there are certain exceptions to this:

- If numbers recur through the text or are being used for calculations, then numerals, not words, should be used.
- If the number is approximate (e.g. *around six hundred years ago*) it should be spelt out.
- Very large numbers should generally be expressed without using rows of zeros where possible, e.g. *\$3.5 million*, not *\$3,500,000*.
- Percentages may be spelled out (twenty per cent) or written as numbers (20 per cent or 20%).
- Numbers that begin sentences should be spelled out.

In British and American usage, the decimal point in a number is represented by a dot (.). This differs from the continental European system, where a comma (,) is used to represent the decimal point. Therefore, a British or American writer would write one and three-tenths like this: 1.3, while a French speaker would write 1,3.

In British and American usage, commas are

not used to indicate a decimal point. Instead, the comma is used to break up long numbers. For example, *10,000,000* is ten million.

If there is the possibility of confusion, write the number in both figures and words, e.g. *£100.05* (*one hundred pounds and five pence*). This is standard practice in formal legal documents.

When referring to sums of money, the following rules apply:

- When writing numerical sums, the currency sign goes before the sum without a space between the sign and the figure, e.g. *\$100*.
 - When spelling out numbers, the name of the currency is normally placed after the number, e.g. *one hundred pounds sterling*.
- Certain abbreviations for common currencies may also be used, including *USD* for US dollars and *EUR* for euros.

Statutes and cases

If you need to refer to statutes or cases in your letter, certain conventions must be followed:

- Statutes should be written without a comma between the name of the statute and the year it was enacted, e.g. *the Treaty of Amsterdam 1999*.
- The word *the* should not form part of the name of a statute. Therefore, one should write *the Single European Act 1986*, not *The Single European Act 1986*.
- When referring to a section of a statute write *section* in full using a lower case *s* (unless starting a sentence), e.g. *section 2* or *s.2 of the Law of Property (Miscellaneous Provisions) Act 1989*.
- When referring to a particular sub-section of a statute do not use the word *sub-section*. For example, instead of writing *sub-section 1* in the following, write *section 722 (1) of the Companies Act 1985*.
- The names of cases should be written in italics and the word *versus* should appear as *v.*, e.g. *Donoghue v. Stevenson*.