

LEGAL DOCUMENTS

It is important to remember that legal correspondence is only a small part of the writing done by lawyers. Most lawyers also spend a considerable amount of time creating legal documents, which may be intended for use either in court proceedings or in non-contentious business such as sales of land, goods, or services.

Typical documents prepared by lawyers for use in court include STATEMENTS OF CASE, WITNESS STATEMENTS, DIVORCE PETITIONS, petitions for BANKRUPTCY, and AFFIDAVITS.

Typical documents prepared by lawyers for non-contentious purposes include transfers of land (or land transfers), contracts for sale of goods, wills, DEEDS, ARTICLES OF ASSOCIATION for companies, LICENCES, and OPTIONS.

The style of writing used in legal documents differs from the style used in legal correspondence. This is because the purpose of legal documents is different.

Most legal documents used in court proceedings either act as evidence in support or defence of some claim, or make allegations and arguments in support or defence of a claim. Most legal documents used in non-contentious business record an agreement between parties. Such documents are intended primarily to regulate all aspects of the agreement reached between the parties. They lay down the obligations each party must carry out and specify the consequences of failure. They are intended to be legally effective in court. Consequently, the language used in legal documents displays certain typical features which often make them difficult to read. These include:

- *Use of terms of art.* These are words which have a precise and defined legal meaning. They may not be familiar to the layperson, but cannot be replaced by other words. Examples of terms of art include *lien* (the right of one person to retain possession of goods owned by another person until the possessor's claims against the owner have

been satisfied), and *indemnity* (an agreement by one person to pay to another sums that are owed, or may become owed, to him or her by a third person).

- *Use of defined terms.* Many legal documents contain a definitions section in which the parties agree that certain words used repetitively throughout the document shall have an agreed meaning. For example, the parties may agree that the words 'completion date' shall mean 12 May 2006, or that the words 'the Company' shall mean a company called Greystokes Ltd.
- *Use of obscure legal terminology.* This can be confusing to the layperson, either simply because the language is unfamiliar, or because the words used have a different meaning in ordinary English. For example, in legal English the word *construction* is often used to mean *interpretation*, *furnish* is used to mean *provide*, and *consideration* refers to the price agreed between the parties to a contract.
- *Use of doublets and triplets.* These are series of words used in place of one word for reasons of legal tradition. Examples include *null and void*, *all and sundry*, and *give, devise, and bequeath*.
- Repeated use of the words *shall* and *must* to express obligations, and *may* to express discretions (where the parties are entitled to do something but are not obliged to do it).
- *Lack of punctuation.* Many legal documents, e.g. leases, contain little punctuation; even full stops are often omitted.

LEGAL CORRESPONDENCE

The writing used in legal correspondence usually has a different purpose. It is generally intended to provide information and advice, to put forward proposals, and to provide instructions to third parties.

The main aims of legal correspondence in all cases are clarity and accuracy. However, the style of correspondence will differ slightly according to whom the correspondence is being written for.

Letter to another lawyer

This letter relates to a claim for compensation made in a personal injury case.



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email: info@tjs&co.com

Your reference HB/BAN.7-2
Our reference LD/VIR.1-1
Date 12 March 20—

Messrs Pearson and Wain
16 Friars Avenue
Reading
RG1 7FG

Dear Sirs

Our client: Gail Angus
Your client: Banner Insurance Ltd

Thank you for your letter of 5 March. We are pleased to note that liability is no longer in dispute.

We enclose by way of service the following documents:

- 1 Copy of medical report prepared by Dr L. Hobson.
- 2 Copies of our client's payslips for the six months preceding our client's accident.

Kindly acknowledge receipt.

You will note that Dr Hobson's opinion is that our client will be able to return to full-time employment within about four months. Therefore, in addition to general damages, our client will be seeking compensation for loss of wages calculated from the date of the accident to a date four months hence.

There are further expenses which our client has incurred as a direct result of the accident. These include medical, care, and travel expenses. We will revert to you shortly with the schedule of special damages.

Yours faithfully

Turner, Jones, Smith & Co.

Turner, Jones, Smith & Co.

Enc.1 Medical report 2 Copies of payslips

When writing to another lawyer, the writer can assume that legal jargon and terms of art will be understood and do not need to be explained. When writing to clients and other third parties, this assumption cannot be made; care should be taken to explain legal technicalities in terms that a layperson can understand.

Letters to other lawyers

These letters may cover a whole range of different matters, according to the type of legal business that is being handled. Typically, letters between lawyers are formal in tone, observe certain standards of professional courtesy, are carefully worded, and are written in order to move the client's case forward. They may, for example, put forward offers or counter-offers, propose timetables for the completion of certain steps, make allegations, refute allegations, put forward legal analysis, serve documents upon the other party, and request or provide information.

In the example letter on the previous page, Gail Angus has been in an accident which was caused by someone insured by Banner Insurance. Some special vocabulary is used in this letter. The reference to **LIABILITY** being no longer in dispute means that Banner Insurance accept that the person they insured was at fault in causing the accident, and that therefore they must pay compensation to Gail Angus. Therefore, her solicitors are writing to Banner Insurance to provide evidence supporting the compensation sought. They *serve* the documents (in this case they enclose the documents by way of **SERVICE**) upon Banner Insurance, which means that they are sent formally in accordance with court directions.

Ms Angus can obtain compensation for the pain and suffering caused by the accident. These are the **GENERAL DAMAGES**. She can also obtain compensation for particular sums of money lost or expended as a result of the accident, such as wages. These are the

SPECIAL DAMAGES. The *schedule of special damages* is a formal document which sets out the exact sums claimed as special damages.

Letters to clients

The main purposes of the correspondence written by the lawyer to the client are to provide legal advice, request information, provide information, request further instructions from the client, advise as to the progress of the case, and provide documents that the client needs.

The language used in this letter is adapted to the needs of the client. Laura Davies avoids using legal vocabulary that the client may not understand. Where it is necessary to use legal vocabulary (the *schedule of special damages*), she takes the trouble to explain what it means.

Letters to third parties

Lawyers need to write to a wide range of third parties. For example, in contentious cases, lawyers need to correspond with the court, with barristers briefed to represent the client in court, and possibly with witnesses who will give evidence in court. They may also need to write letters to instruct experts and professional advisers to prepare reports on behalf of clients. For example, in personal injury cases, it is customary for one or more medical reports to be prepared detailing the client's injuries and prognosis. (If there is an exchange of letters in which one or both parties are seeking a settlement through negotiation, a letter may be headed '**WITHOUT PREJUDICE**' ►see page 176.)

In non-contentious cases, lawyers need to correspond with various agencies such as Companies House or the Land Registry, and also with professional advisers (e.g. with accountants on a company share sale).

It will be noted that the language contained in this letter is more formal than in the letter to Ms Angus, but steers clear of obscure legal terminology.

Letter to a client

In this letter a solicitor brings a client up to date on their case for damages for loss of wages and other expenses arising from an injury.

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& CO.

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Your reference

Our reference LD/VIR.1-1

Date 17 March 20—

Ms G. Angus
71 Parker Road
Oxford
OX2 6FT

Dear Ms Angus

Your accident

I am pleased to be able to report that after receiving the statements of Brian Jennings and Clare Newman who, as you will remember, saw your accident occur, Banner Insurance have indicated that they will not fight your claim. Therefore, what we need to do now is finalize the sum claimed from Banner Insurance and agree this with them.

I have now received the medical report requested from Dr Hobson, a copy of which I enclose for your reference. You will see that Dr Hobson believes that you will be able to return to full-time work within four months. Therefore, you will be able to claim compensation for loss of wages from the date of the accident to a date four months hence. You will also be able to claim compensation for other expenses incurred as a result of the accident. I have the details of these expenses on file and will shortly put together a schedule of special damages. This is a document showing all the expenses which you have incurred as a result of the accident, which we will claim from Banner Insurance. Once it is ready, I will forward a copy to you for discussion.

I will be in touch again shortly. In the meantime, do not hesitate to contact me or my assistant, Jane Seaforth, if you have any queries.

Yours sincerely

Laura Davies

Laura Davies (Ms)
Partner

Enc. Medical report

Letter to a third party

In this letter a solicitor writes to the doctor of a client seeking a medical report for use in pursuing a claim for damages arising from the client's injury.

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Your reference

Our reference LD/VIR.1-1

Date 20 February 20—

Dr L Hobson
The Denton Practice
136 Ifford Road
Oxford
OX2 1DR

Dear Madam

Ms Gail Angus

We act for Ms Angus in relation to an industrial accident she suffered on 22 August last year. We understand that you are Ms Angus's general practitioner.

Ms Angus is pursuing a claim for compensation in relation to her accident, and it will be necessary to have a medical report from you in order to assist her in this claim. We enclose our client's signed form of authorization together with her statement relating to the accident, and should be grateful if you would prepare a short report dealing with the following issues:

- 1 The nature and extent of the injuries suffered by Ms Angus.
- 2 Whether these are consistent with the account of events contained in the enclosed statement.
- 3 The likely prognosis: please indicate whether you expect Ms Angus to make a full recovery, whether she will be able to return to full-time work, and, if so, when.

We look forward to hearing from you. If you require any further information or assistance, please do not hesitate to contact our partner, Laura Davies, or her assistant, Ms Jane Seaforth.

Yours faithfully

Turner, Jones, Smith & Co.

Turner, Jones, Smith & Co.

Enc.

- 1 Signed form of authorization
- 2 Statement of Gail Angus

PLANNING YOUR LETTER

Clarity of expression comes from clarity of thought. Start by considering the overall purpose of your letter. Think about what you are going to say and how you are going to say it. Ask yourself these questions:

- What am I trying to say?
- Who am I trying to say it to?
- What do they need to know?
- What sort of tone should I adopt?
- What words will express what I am trying to say?
- How will I structure what I am going to say?
- How can I divide my writing into manageable sections?
- Could I make it shorter?

Paragraphs

Your letter should be divided into manageable sections using paragraphs. Paragraphs should not be defined by length. They are best treated as units of thought. In other words, each paragraph should deal with a single thought or topic. Begin a new paragraph when shifting to a new thought or topic.

Paragraphs should start with the main idea, and then deal with subordinate matters. The writing should move logically from one idea to the next. It should not dance about randomly between different ideas.

The paragraphs in legal letters are sometimes numbered, to break up the text and make individual paragraphs in the letter easier to refer to. Numbered paragraphs are more suitable in some types of legal correspondence than in others. They are particularly suitable in longer letters, for example, when 1) outlining steps to be taken, or 2) enumerating different parts of a legal argument. They are less suitable when the letter is short and / or its content is largely descriptive or non-technical.

One-sentence paragraphs should not be used too often, but can be useful in certain circumstances.

Pay attention to the way the paragraphs look on the page. Text evenly divided into manageably sized paragraphs, with occasional shorter ones, looks inviting to the reader. Huge, unbroken sections of text are very off-putting to the reader and should be avoided. So, too, should untidy sequences of very short paragraphs.

First paragraph

The opening sentence or paragraph is important as it sets the tone of the letter and creates a first impression.

If you are replying to a previous letter, start by thanking your correspondent for their letter:

Thank you for your letter of 5 May 2006.

If you are writing to someone for the first time, use the first paragraph to introduce yourself, the subject of the letter, and why you are writing:

We act on behalf of Smith Holdings Ltd and write concerning the lease on 22 Fairfields Avenue, Farnley Trading Estate.

Middle paragraphs

The main part of your letter will concern the points that need to be made, answers you wish to give, or questions you want to ask. The exact nature of these will depend very much on the type of letter being written.

Final paragraph

At the end of your letter, if it is to a client or to a third party, you should indicate that you may be contacted if your correspondent requires further information or assistance. If appropriate, you might also indicate another person in your office who may be contacted if you are absent. For example:

Please do not hesitate to contact me, or my assistant, John Bowles, if you require any further information.

However, it is not usual to do this in a letter to another lawyer acting for another party in a case.

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.

**STYLE AND LANGUAGE
(INCLUDING TONE)****Simplicity**

A traditional problem of legal correspondence is its tendency to be pompous, obscure, and verbose. This problem is often worsened by a failure to simplify or explain complex legal jargon for the benefit of laypersons. Here is an example of such writing; the letter is likely both to antagonize and to mystify the recipient.

The above letter could be written in much simpler language, as here.

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

Courtesy

Your style should not, however, be so simple that it becomes rude or abrupt, or begins to sound naïve. Here is an example of a letter that is too short and simple.

This letter sounds unprofessional. It would be likely to give a poor impression of the credibility of the law firm that sent it.

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

In this version of the letter, certain techniques are used to improve it and to achieve a more professional tone:

- More formal or sophisticated expressions are used: 'We are instructed by Grange Supplies Ltd' instead of 'We saw Mr Grange...'; 'we are instructed to commence proceedings' instead of 'we will sue you'.
- Sentences are joined together by relative pronouns ('which' in the first sentence) and conjunctions ('unless' in the second sentence).

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*.

Points to remember

- 1 When writing to clients, keep legal jargon to a minimum and explain any jargon that is unavoidable.
- 2 Clarity of expression comes from clarity of thought: plan what you are going to write before putting pen to paper.
- 3 Avoid where possible: negative structures, nominalizations, contractions, slang, pomposity.
- 4 Do not use sexist language.
- 5 Accuracy and correct spelling are important. Pay special attention to titles and names, and to references, prices, and numbers.
- 6 Remember to check enclosures and attachments.
- 7 Check through what you have written when you have finished. Make sure everything is as it should be.