

PLAIN ENGLISH CONTRACTS

As with most forms of legal documents, contracts can take the form of:

- plain English documents
- traditional legalese, archaic language and expression often unfamiliar to the non-lawyer.

How many times have you tried to review a document that is inordinately long and (almost) impossible-to-follow?

Written in legalese, they appear as great, unbroken slabs of text, often without any punctuation. The only consideration for this style of contract drafting was the legal effect of the words used. Ease of reading was never even considered.

You could be forgiven for thinking that the intention might have been to prevent the reader from catching their breath—lest they develop an understanding of what the clause might actually mean.

It's almost as if the writer of the document might have struck a deal to be paid by the word...

Something to ponder

Sometimes, too much information can harm the immediacy and effect of your message.

While the sign may appear comprehensive, the reader becomes lost trying to understand the message (Illustration 1).

Consider the effect of a more succinctly worded sign. While conveying less information, it has a much greater effect on the reader, who does not need to think much about what is being read (Illustration 2).

It is much harder to write contracts in plain English because two equal considerations must be borne in mind:

- the document should be easy to read
- the legal effect of the words that are used.

Therefore, it pays to give careful consideration to your message before actually putting pen to paper.

Remember, the fewer and better chosen the words, the less room left for error or misinterpretation.

Lawyers love loopholes. Many of us make our living from them!

As you increase the number of unnecessary words used in a particular expression, the potential for a misunderstanding or for a loophole to occur becomes correspondingly higher.

Economy in the use of words is a virtue; do not be tempted to say in 50 words what could better be said in 10 words.

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Illustration 1



Illustration 2

