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CLEAR UNDERSTANDINGS: A GUIDE TO LEGAL WRITING. By *Ronald L. Goldfarb and James C. Raymond*. New York: Random House. Pp. xv, 172. Paper, \$8.95.

Courts, clients and commentators have criticized the legal profession for its excessive use of technical jargon, dubbed "legalese," and more generally for the unnecessary complexity characteristic of most legal writing. In *Clear Understandings: A Guide to Legal Writing*, Ronald Goldfarb, a lawyer, and James Raymond, an English professor,¹ join forces to suggest solutions for common errors committed by attorneys in drafting legal documents. The thesis of the book is that lawyers should write like human beings.

Clear Understandings covers many of the points made by other works on the subject, such as Dean Wydick's *Plain English for Lawyers*² and Professor Mellinkoff's *Legal Writing: Sense and Nonsense*.³ *Clear Understandings* differs in that it is not merely an outline of basic rules. Instead, it comments on style and organization, as well as grammar and punctuation, in a narrative form that incorporates many anecdotes and passages taken from familiar literature. Most points are illustrated by contrasting samples of poor drafting in briefs, statutes and judicial opinions with versions of the same material rewritten in ordinary English. Thus, a lawyer might write:

If total disability occurs during the grace period for payment of a premium, such premium shall not be waived, nor refunded if paid, provided that failure to pay such premium within the grace period

1. Ronald L. Goldfarb received his LL.M. and J.S.D. degrees from Yale Law School, and is currently senior partner in the Washington, D.C. firm of Goldfarb, Singer & Austern. James C. Raymond is at present assistant dean and associate professor of English at the Graduate School of the University of Alabama.

2. Wydick, *Plain English for Lawyers*, 66 CALIF. L. REV. 727 (1978).

3. D. MELLINKOFF, *LEGAL WRITING: SENSE AND NONSENSE* (1982).

therefor shall not of itself invalidate a claim hereunder for total disability commencing during such grace period if such premium with compound interest at the rate of 5 percent per annum is paid at the time due proof of the claim is furnished by the Company. [Pp.4-5.]

Goldfarb and Raymond would simplify the passage to read:

A policyholder who is disabled during the grace period for payment of a premium and fails to pay it on time may still make a valid claim for total disability beginning during the grace period. The premium will have to be paid, however, with compound interest of 5 percent yearly, when proof of the claim is furnished to the company. [P. 18.]

According to the authors, the difference between the original and the rewritten version of the policy is that the rewritten version simulates spoken English, which is easier to understand than the artificial structure of written communication (p. 17).

Throughout the book, Goldfarb and Raymond reverently refer to Fred Rodell's 1939 *Woe Unto You, Lawyers!*,⁴ in which Rodell argued that legal writing should be responsive to the needs of the audience for whom it is written. Rodell believed that because legal writing often involves issues of great social and personal consequence, lawyers should write in language that can be understood by the people it affects and not just by other lawyers (p. xiii). In keeping with this goal, Goldfarb and Raymond stress that lawyers, like all writers, should follow certain conventions generally associated with correct written English: The punctuation, grammar and word use implemented by established authors and editors should be adhered to, because readers rely on such rules in attempting to understand what is being said. The authors, however, do not prescribe immutable grammatical rules; rather, they recognize that allowances for style and efficiency may be necessary.

Goldfarb and Raymond also urge lawyers to avoid using "legalisms," particularly foreign phrases, unless those terms have no equivalent in ordinary English. Thus, "*prima facie*" is acceptable because no concise English word corresponds to its meaning; in contrast, "*inter alia*" is not suitable because it is easily replaced by the English phrase "among other things" (p. 7). In short, excess jargon should be eliminated whenever the same idea could be conveyed "economically in the sort of language you might use with an intelligent listener in polite company at dinner" (p. 8).⁵

Although its basic point is well taken, the book suffers from some of the very deficiencies that its authors condemn. The chapter on organization, for example, would be more valuable if it used sub-headings to guide the reader from topic to topic. The most notice-

4. F. RODELL, *Woe Unto You, Lawyers!* (1939).

5. Cf. G. ORWELL, *Politics and the English Language*, in *THE ORWELL READER* 366 (1956) ("Never use a long word where a short one will do.")

able problem of this sort concerns the length of examples included throughout the text, particularly in the chapter devoted to "before and after" illustrations of various documents. The book sets out entire agreements, contracts, and sections of the Internal Revenue Code. Page after page of examples, with a single specimen often running from one page to the next, overwhelm the reader. The length of these examples diminishes the effectiveness of the book's more memorable illustrations.

On the whole, however, *Clear Understandings* effectively reminds law students and attorneys that legal writing can serve its purposes without being burdened by Latin phrases and boilerplate language. The final chapter of the book, which the authors entitle "The Ten Commandments of Legal Writing," is especially valuable. It provides a well-organized summary of the book and is worth keeping on hand as a quick refresher on the authors' major points: Use clear, concise, ordinary English; pay attention to grammatical conventions; avoid unnecessary jargon; and above all, write like a human being.