

# Michigan Law Review

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Volume 78 | Issue 5

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1980

## Lawyer's Writing

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### Recommended Citation

Richard C. Wydick, *Lawyer's Writing*, 78 MICH. L. REV. 711 (1980).

Available at: <https://repository.law.umich.edu/mlr/vol78/iss5/4>

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# LAWYERS' WRITING

*Richard C. Wydick\**

HOW TO WRITE PLAIN ENGLISH: A BOOK FOR LAWYERS & CONSUMERS. BY *Rudolf Flesch*. New York and London: Harper & Row. 1979. Pp. 123. \$8.95.

For over thirty years, Rudolf Flesch has been teaching people how to write plainer English.<sup>1</sup> Now he has written a book especially for us lawyers. At last! All these years he has profited at our expense, entertaining his readers with examples of our bloated writing.<sup>2</sup> But now he has shifted from scorn to pity. With this book he offers to help us mend our ways.

Dr. Flesch's new book is timely. Lawyers are being told to write in a way that other people can understand,<sup>3</sup> and law schools are being told to reform the way they teach legal writing to their students.<sup>4</sup> Yet Dr. Flesch's new book may not become as popular as some of his earlier works.<sup>5</sup> Some legal readers may be put off by the disarming simplicity of his own writing style. He writes in conversational English, with contractions, colloquialisms, and occasional slang for flavor. Some may think this is beneath the majesty of the law. Other

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1. His books include: LOOK IT UP (1977); SAY WHAT YOU MEAN (1972); THE NEW BOOK OF UNUSUAL QUOTATIONS (1966); THE ABC OF STYLE (1964); WHY JOHNNY CAN'T READ (1955); THE ART OF CLEAR THINKING (1951); THE ART OF PLAIN TALK (Collier ed. 1951); HOW TO TEST READABILITY (1951); THE ART OF READABLE WRITING (1949); THE WAY TO WRITE (rev. ed. 1949).

2. For example, in *The Art of Plain Talk*, Dr. Flesch writes of a government lawyer who was told to write a definition of an "ultimate consumer of eggs." The lawyer wrote this:

Ultimate consumer means a person or group of persons, generally constituting a domestic household, who purchase eggs generally at the individual stores of retailers or purchase and receive delivery of eggs at the place of abode of the individual or domestic household from producers or retail route sellers and who use such eggs for their consumption as food.

Why, asked Dr. Flesch, couldn't the lawyer have written this instead: "Ultimate consumers are people who buy eggs to eat them"? R. FLESCHE, *THE ART OF PLAIN TALK* 186 (Collier ed. 1962).

3. See, e.g., Exec. Order No. 12044, 3 C.F.R. 152 (1979) (Plain English required in new regulations of federal executive agencies); N.Y. GEN. OBLIG. LAW § 5-701b (McKinney 1978) (Plain English required in New York consumer contracts); Raymond, *Legal Writing: An Obstruction to Justice*, 30 ALA. L. REV. 1 (1978); Wydick, *Plain English for Lawyers*, 66 CALIF. L. REV. 727 (1978), *republished in* R. WYDICK, *PLAIN ENGLISH FOR LAWYERS* (1979).

4. ABA SECTION ON LEGAL EDUCATION AND ADMISSIONS TO THE BAR, *LAWYER COMPETENCY: THE ROLE OF THE LAW SCHOOLS* 15 (1979).

5. As the author of a different book on the same topic (*see note 3 supra*), I trust that my bias is obvious and that my comments will be discounted accordingly.

legal readers may be put off by the heart of his prescription — a readability formula that requires one to count sentences, words, and syllables, and to do a little long division. They may balk at the time and trouble that takes. And some legal readers may find, after reading the book, that while they have gained a sincere admiration for Dr. Flesch's own ability to put complex legal ideas in simple terms, they have not learned to do that themselves. They may conclude that they have been entertained, but not educated. Those who apply themselves diligently to Flesch's teachings, however, should find their efforts repaid handsomely.

### THREE RULES FOR PLAIN ENGLISH

Dr. Flesch begins with three rules for lawyers who want their writing to be understandable to nonlawyers. First, "[u]se nothing but Plain English" (p. 3). Dr. Flesch defines "Plain English" as English on an eighth- or ninth-grade level (p. 26). Some lawyers assert that the legal ideas they deal with are too complicated to be expressed in ordinary English.<sup>6</sup> But the reader needs the most help, says Dr. Flesch, when the idea is complicated.<sup>7</sup> For instance, suppose you are writing a letter to your client to explain why she cannot recover from her business partner on an illegal bargain the two of them made. If you want her to understand, you cannot toss her "*in pari delicto*" and leave it at that. You must explain in ordinary language that judges usually will not let one party to an illegal bargain recover from the other party when the two are equally guilty. You must try harder to express it simply (p. 4). Dr. Flesch would applaud John Kenneth Galbraith's statement about economics: "[T]here are no important propositions that cannot be stated in plain language."<sup>8</sup>

Second, you must "[k]now your reader" (pp. 4-9). When you are writing an apartment lease, a consumer credit agreement, or some other document that nonlawyers must read and understand, Dr. Flesch warns you not to pitch it for the "average person." That would shut out half your readers, those below the average in reading ability, education, and worldly experience. They need your help the most, he says, and you should write for them.

The interplay between Dr. Flesch's first two rules is interesting and puzzling. The command always to use Plain English, eighth-

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6. See Verbatim, *Worldly Wisdom on the Subject of Rhetorical Overkill*, STUDENT LAW., Dec. 1979, at 13.

7. Dr. Flesch's attempt to explain the effect on the common law of the FTC's holder-in-due-course regulation shows how difficult it is to explain some legal ideas to consumers (pp. 4-5). He summarizes the history of the common-law rule, but fails to explain how the FTC regulation works to the consumer's advantage. His explanation of the common-law rule, using terms like "draws on the Bank" and "commercial paper," seems aimed at the executive rather than the "poor, semiliterate and not very bright" consumer he says we should write for (p. 9).

8. Galbraith, *Writing, Typing & Economics*, ATLANTIC, March 1978, at 105.

grade English by definition, seems to conflict with the command to know your reader. What happens when you know your reader to have more than an eighth-grade reading ability? Lawyers usually know precisely who will read what they write, and they can tailor their writing accordingly. When you know your reader is sophisticated, feel free to exploit the richness of the English language.<sup>9</sup> Thus, you should read Dr. Flesch's first rule not as "use nothing but Plain English," but rather as "always write clearly and precisely."

Dr. Flesch's third rule, "[u]se the right tone" (p. 9), also qualifies his first. If you are writing for the general public (perhaps in a set of income tax instructions or a consumer class action notice), your writing should be friendly and informal. To get that tone, Dr. Flesch recommends conversational English with all of its contractions, street grammar, colloquial expressions, and even its slang (pp. 10-11). To illustrate, he offers a passage from the Oregon income tax instructions. Before it was put in conversational English, the passage said this:

*Minors.* If you are a minor, you are required to report your income and deductions on your own return and not on the return of your parents. However, any tax attributable to a minor's income from personal services, if not paid by the minor, is considered assessed against the parent by reason of parental rights.

After the passage was revised, it said this:

*Do I have to report money my children earned?* Your children have to report income and deductions on their own returns, not on yours. But if they don't pay their taxes, it's up to you to pay them. [p. 12]

If you are writing for a more sophisticated audience, the tone can be more sophisticated. You can leave out the "casual contractions and other conversational features" (p. 15), but you should still strive for simplicity, not complexity.<sup>10</sup>

#### THE FLESCH READABILITY FORMULA

The heart of Dr. Flesch's prescription for Plain English is a read-

9. Dr. Flesch recognized this when he rewrote the FTC home insulation rule. He wrote that rule for the "typical small businessman rather than a semiliterate consumer" (p. 46).

10. Dr. Flesch cites as an example a Federal Trade Commission regulation designed to be understood by people in the hearing aid business. An initial draft of the regulation defined "used hearing aid" this way:

*'Used hearing aid.'* A hearing aid which has been worn for any period of time by a buyer or potential buyer; *Provided however,* That a hearing aid shall not be considered 'used' merely because it has been worn by a buyer as part of a bona fide evaluation conducted to determine whether to select that particular hearing aid for that buyer, if such evaluation has been conducted in the presence of the seller or a hearing aid professional selected by the seller to assist the buyer in making such a determination.

After it was put in Plain English, the regulation said this:

A hearing aid is used if it has been worn for any length of time. This includes new hearing aids that have been returned. However, if a hearing aid was only tried on in front of a salesperson or professional, it is still new. [Pp. 16-17]

ability formula based on the length of sentences and the length of words (pp. 20-26). The formula is based on two premises: (a) short words are easier to understand than long ones, and (b) short sentences are easier to understand than long ones.

To use Dr. Flesch's formula, pick a sample passage and follow these steps:

- (1) Count the words,<sup>11</sup> syllables,<sup>12</sup> sentences.<sup>13</sup>
- (2) Divide the number of syllables by the number of words to find the average number of syllables per word.
- (3) Divide the number of words by the number of sentences to find the average number of words per sentence.
- (4) Apply the formula, either by using the simple chart in Dr. Flesch's book (p. 25), or by using this equation:  

$$206.835 - [(the\ average\ sentence\ length \times 1.105) + (average\ word\ length \times 84.6)] = readability\ score.$$

The higher the readability score, the easier the passage is to read.<sup>14</sup> A score between 60 and 70 qualifies as "Plain English." For example, "Smith brought a civil suit against Brown" would score 90 or "very easy" on the Flesch scale. In contrast, "Plaintiff Smith instituted civil proceedings against defendant Brown" would score 19 or "very difficult."<sup>15</sup>

If the formula shows that a piece of writing is too hard for the

11. Count as single words all contractions, hyphenated words, abbreviations, figures, symbols, and their combinations (p. 23).

12. Count abbreviations, figures, symbols, and their combinations as one syllable (p. 23).

13. "Count as a sentence each full unit of speech marked off by a period, colon, semicolon, dash, question mark, or exclamation point. Disregard paragraph breaks, colons, semicolons, dashes or initial capitals *within* a sentence" (p. 23).

READABILITY SCORE	LEVEL OF DIFFICULTY	SCHOOL LEVEL
90-100	Very Easy	5th Grade
80-90	Easy	6th Grade
70-80	Fairly Easy	7th Grade
60-70	Plain English	8th & 9th Grade
50-60	Fairly Difficult	10th-12th Grade
30-50	Difficult	College
0-30	Very Difficult	College Graduate

Samples of reading material, tested by Dr. Flesch, score as follows (p. 26):

Comics	92 — very easy
Reader's Digest	65 — Plain English
Time Magazine	52 — fairly difficult
Harvard Law Review	32 — difficult
Internal Revenue Code	-6 — a disaster

15. If "Smith sued Brown," he would get a score of 119 off the readability chart. It's a good thing Smith didn't sue Shostakovich.

audience you are addressing, Dr. Flesch's remedy is to shorten the words and sentences (pp. 26-27). To illustrate, he tells a story about a supermarket chain he calls Plazamart (pp. 29-32). Plazamart got in trouble with the Federal Trade Commission for not marking down items it advertised as low-priced specials. The lawyers for Plazamart and the FTC worked out a consent order requiring Plazamart to post its ads along with a notice warning shoppers to check the advertised prices against the prices marked on the items. Here is the notice the lawyers proposed:

All items advertised are required by law to be sold at prices no higher than the advertised price in each Plazamart store, except as specifically noted in this ad. If you have any questions, the store manager will be glad to assist you.

In order to avoid overcharging that might result from incorrect price marking, Plazamart asks each of its customers to inspect the price marked on each item he or she selects to insure that such price is correct, and report instances of merchandise being marked with an incorrect price to store personnel. Plazamart is legally obligated to make available any advertised item at the advertised price during the applicable advertised sales periods regardless of the price marked on any unit of the advertised item. (In the case of coupon offers you must, of course, present the appropriate coupon, or make the minimum purchase to receive the advertised price.)

If any checker, when confronted by you with the fact that he is about to ring up, or he has rung up, an advertised item at a price higher than the advertised price, refuses to correct the error immediately or to ring up the item at the advertised price, the customer is requested to report the incident to the store manager [pp. 29-30].

That notice is 213 words long and has a readability score of 37, a little harder than the *New York Times*. How many busy shoppers would stop behind their pushcarts to puzzle it out? Dr. Flesch applied his short words, short sentences remedy to the draft and came out with this:

TO OUR CUSTOMERS

Please check the price of each advertised item you buy against the price in our ad. If it's more, ask the checker to charge only the price in the ad. If there's any problem, please let me know. Thank you.

THE MANAGER

Dr. Flesch's revised notice is undeniably better for the purpose — a wall poster that must fight for the shopper's attention amid the many visual distractions of a modern supermarket. The revision contains only 40 words and has a readability score of 95. But note that Dr. Flesch did much more than shorten words and sentences to achieve his result. First, he sliced out the nonessential details that the lawyers had thrown into their draft (for instance, the parenthetical sentence about coupons and minimum purchases). Second, he condensed the important ideas, expressing them in a few simple words (for example, "an advertised item at a price higher than the

advertised price” got boiled down to “if it’s more”).<sup>16</sup> Third, he changed the tone. In the lawyers’ draft, Plazamart comes across as a crooked outfit, staffed by checkers who must be “confronted”; even then, they may refuse to correct an error unless the “incident” is reported to the manager. That tone harms Plazamart and does the FTC no good. Dr. Flesch’s revision uses conversational English to convey an open, friendly tone. It is addressed from the manager to the shopper and even says “please” and “thank you.”

Dr. Flesch’s formula is valuable for testing the readability of a document like the Plazamart notice. But one may question its usefulness in the day-to-day writing done by busy practicing lawyers. Because they must watch the clock, they may hesitate to charge the client for the fifteen minutes or so it takes to apply the formula to a typewritten page. Moreover, writing Plain English takes more than counting syllables and words. The secret to Dr. Flesch’s success in trimming the weeds from statutes and regulations is what he calls “simple, garden-variety editing” (p. 38). Dr. Flesch is a master gardener. Each page of his book reveals a new prize rose, but — unfortunately — we catch only rare glimpses of Dr. Flesch tilling the soil (e.g., pp. 33-38). Throughout his book his examples are amusing and admirable, but one wishes Dr. Flesch had spent more time explaining how he edits.

Further, the Flesch formula may give word length more attention than it’s worth.<sup>17</sup> Choice of words is vital to readability, but the number of syllables a word contains may not be as important as its degree of abstraction or unfamiliarity to the reader.<sup>18</sup> For instance, *res* is a nice, short word, but if used in a letter to a client it is likely to be perplexing. Dr. Flesch seems to recognize this when he selects “undermine” from among the words “subvert,” “sabotage,” “undermine,” and “undercut” for an FTC protein-supplement regulation (pp. 41-44). He dismisses “subvert” and “sabotage,” saying only that they are not “Plain English.” Here Dr. Flesch seems to be following some unarticulated principle other than word length. Dr. Flesch’s preference seems correct, but simply dismissing subvert and sabotage as “not Plain English” does not help his reader. Most of us would prefer “undermine” because it is more concrete and more familiar.

16. For some techniques of omitting surplus words, see R. WYDICK, *supra* note 3, at 7-21.

17. As evidence of the need for Plain English, Dr. Flesch cites a study that showed that juries could not paraphrase jury instructions after they had been read aloud twice (p. 7). But a recent study shows that word and sentence length alone may not explain the jury’s difficulties. Charrow & Charrow, *Making Legal Language Understandable*, 79 COLUM. L. REV. 1306 (1979). The study found that word order, use of negatives, and other matters of word selection were better predictors of a jury’s ability to understand instructions than sentence length. The study found that sentence length had “virtually no effect on subjects’ performances.” *Id.* at 1320. In fact, the study found a statistically significant negative correlation between jurors’ performances and readability scores in some cases. *Id.* at 1341.

18. See R. WYDICK, *supra* note 3, at 23-31.

"Undermine" conjures up real-life visions of crumbling walls and toppling buildings. "Subvert" and "sabotage" are mysterious and happen only on foggy nights; they are four-dollar words, reserved for special occasions.

For day-to-day writing we should pay more attention to the concreteness and familiarity of our words than to the number of syllables.<sup>19</sup> Then for most purposes we can get along with a cruder but quicker readability guide. The one I have found useful has two parts:

- (1) In most sentences, put only one main thought.
- (2) Keep the average sentence length down to 25 words.<sup>20</sup>

#### LAWYERS' "CRIMES AGAINST LANGUAGE"

As a Plain English consultant to the Federal Trade Commission, Dr. Flesch has become thoroughly familiar with what the FTC Chairman calls lawyers' "crimes against language" (p. xii). Some seventy pages of Dr. Flesch's book are devoted to cataloging these crimes and suggesting ways to avoid them. Here are some samples.

#### *Shotgunning*

When lawyers can't find just the right word to express a thought, they take rough aim and let loose a shotgun-blast of words, hoping that one or more of them might hit the target.<sup>21</sup> For instance, consider this proposed FTC regulation to stop opticians' and optometrists' associations from putting pressure on their members not to advertise:

It is an unfair act or practice for any person to engage in any activity which has the effect of *prohibiting, hindering, restricting, reducing, burdening, altering, limiting, changing, or impairing* the dissemination of information pertaining to the sale or offer for sale of ophthalmic goods or services [emphasis added].

None of the nine verbs is precisely right. *Prohibit, hinder, and restrict* are too narrow. *Limit* and *reduce* are too wide. *Burden* is unclear, and *change, impair, and alter* don't quite fit. The author destroyed the target but he never hit the bull's eye.

Dr. Flesch's remedy for shotgunning is to refine your thought and then to spend some time with the dictionary and the thesaurus to find the perfect combination of words to express that thought (pp.

19. *See id.* at 23-31.

20. *Id.* at 33-39; *see also* T. BERNSTEIN, WATCH YOUR LANGUAGE 111-21 (Anthem ed. 1976). In using the 25-words-per-sentence guide, count the words from one period to the next. Note that the guide refers to average sentence length; to get variety, you must mix some longer sentences with short ones.

21. Another approach is to "[u]se a word that's *clearly wrong* and then define it to fit" (p. 59).

41-42).<sup>22</sup> Using those standard writers' tools, Dr. Flesch found five other words that do better in the FTC regulation: *inhibit*, *stifle*, *discourage*, *deter from*, and *prevent*. Of the lot, *discourage* best fits the subtle pressure tactics used by the professional associations. Thus he revised the draft to read as follows: "It is an unfair act or practice for anyone to discourage ads for eyeglasses" (pp. 42-43).

### *Cosmic Detachment*

Ancient legal documents were commonly worded as direct, personal communications to those who would read and be affected by them. You can find vestiges of this style in a modern subpoena that begins, "You are hereby commanded to appear . . ." But for two hundred years or so, the dominant style of legal writing has been utterly impersonal, as though the author were addressing a timeless, humanless cosmic void. For instance, here is a part of the new United States copyright law:

Copyright protection subsists, in accordance with this title, in original works of authorship fixed in any tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device.<sup>23</sup>

This style of address breeds bad writing habits, like addiction to the passive voice and use of ethereal verbs (such as "subsists").<sup>24</sup>

To avoid cosmic detachment, Dr. Flesch suggests addressing your writing directly to the people who will read it. He favors using as many personal pronouns as you can; the personal pronoun "you" is particularly useful because it brings your reader right into your writing (pp. 44-50).<sup>25</sup> To show how this works, he offers a draft FTC regulation directed at people in the home insulation industry. The draft is a model of cosmic detachment:

Any advertisement which compares the effectiveness or savings resulting from the advertised insulation to one or more other types of insulation shall base the comparison on equal coverage areas for the product being compared; and in addition to the disclosures about the advertiser's product required in paragraph (a) above, the advertiser shall disclose the R-value of the insulation to which the advertised product is being compared.

See how much clearer the regulation is when addressed directly to the people who must comply with it:

If your ad compares one type of insulation to another, the comparison must be based on the same coverage areas. You must give the R-value at a specific thickness and the coverage area of each insulation. You

22. See also W. ZINSSER, ON WRITING WELL 32-33 (1976).

23. 17 U.S.C. § 102 (1976).

24. See generally R. LANHAM, REVISING PROSE 56-79 (1979).

25. See also R. FLESCH, THE ART OF PLAIN TALK 66-74 (Collier ed. 1951).

must also give the statement explaining R-values. If you give the price per square foot, you do not have to give the coverage area [p. 46]

### *Tabulation*

Dr. Flesch disdains tabulation, the method of breaking complicated material into a laundry list and connecting the items with "and" or "or" to show their logical relationships to one another (ch. 10). While granting that tabulating complicated ideas may prevent lapses in logic (pp. 103-04), Dr. Flesch rejects tabulation (he calls it Shredded English), because "the whole system of dividing and subdividing is extremely forbidding" to the reader (p. 105). Tabulation, he says, "treats things of the real world as if they were happening in a never-never land of abstract logic" (p. 107).

Dr. Flesch's position seems extreme. Tabulation is useful to present a series of related ideas. You need only follow a few basic rules,<sup>26</sup> chief among them, be sure that all the items in the list are of the same class. And don't use tabulation for ideas that are easily expressed in a short sentence.<sup>27</sup> If you follow these simple pointers, you can avoid creating the monsters that make Flesch pale.

### *Manic Cross-Referencing*

High on Dr. Flesch's list of legal writing villains are the manic cross-referencers. They mean well. They are trying to save paper and avoid saying things more than once. But they send their readers hopping through the volume from section to section, like crazed wallabies. Consider this passage from the Internal Revenue Code (which Dr. Flesch calls the "encyclopedia of gobbledygook" (p. 86)):

For purposes of paragraph (3), an organization described in paragraph (2) shall be deemed to include an organization described in section 501(c)(4), (5), or (6) which would be described in paragraph (2) if it were an organization described in section 501(c)(3).<sup>28</sup>

For Dr. Flesch, the only good cross-reference is a stricken one. He advocates saying what you mean, on the spot, even if you must repeat yourself (pp. 81-93). That seems extreme. Perhaps a rule of reason would be appropriate: if you can avoid a tiresome repetition, or save a substantial amount of space, then use a cross-reference.

26. See R. WYDICK, *supra* note 3, at 39-40.

27. I.R.C. § 4072(b) is a good example of needless tabulation:

For purposes of this chapter, the term "tread rubber" means any material —

- (1) which is commonly or commercially known as tread rubber or camelback; or
- (2) which is a substitute for material described in paragraph (1) and is of a type used in recapping or retreading tires.

Dr. Flesch reduces this to:

The tax on tread rubber also applies to substitutes used for recaps and retreads. [p. 108]

28. I.R.C. § 509(a).

But remember that your reader's patience and convenience must be your guides.

### *Multiple Negatives*

Lawyers are fond of constructing sentences with double, triple, and even quadruple negatives. "It shall be unlawful to fail to . . ." is an example of a double negative. It's proper grammar, but it makes the reader do a quick mental flip from yes to no to yes. In addition to ordinary negative words and prefixes (like *not*, *un-* and *non-*), many other words operate negatively (like *unless*, *except*, *notwithstanding*, *other than*, *terminate*, *void*, and *denial*) (p. 94). If you string a few of these together, you can make the reader's eyes cross. Like this: "Provided however, that this license shall not become void unless licensee's failure to provide such notice is unreasonable in the circumstances."

Dr. Flesch's antidote for multiple negatives is obvious, but not always simple: turn two negatives into one positive. Thus, "it is unlawful to fail to . . ." becomes "you must . . ." A more complicated example comes from an Internal Revenue Code provision on pension plans:

A trust shall *not* constitute a qualified trust . . . if the plan . . . provides for . . . an annuity *unless* such plan provides for . . . a qualified joint and survivor annuity.

. . .  
(D) A plan shall *not* be treated as *not* satisfying the requirements of this paragraph solely because the spouse of the participant is not entitled to receive a survivor annuity . . . *unless* the participant and his spouse have been married throughout the 1-year period ending on the date of such participant's death.<sup>29</sup>

Dr. Flesch translates this quintuple negative into Plain English as follows:

If your plan offers the choice of an annuity, it *must also* offer the choice of a joint or survivor annuity for husband and wife. But *you can put in* the following condition to prevent abuses. *You can say* that when a plan member dies, the widow or widower *will get* the survivor annuity *only if* the couple has been married for at least a year [p. 99 (emphasis original)].

### CONCLUSION

The title of Dr. Flesch's book, *How To Write Plain English: A Book for Lawyers & Consumers*, is slightly misleading. Even though Dr. Flesch addresses his last chapter to consumers, few will get that far. *How To Write Plain English* is written to benefit consumers but is addressed to lawyers. Plain English, as Dr. Flesch sees it, is a con-

29. I.R.C. § 401(a)(11)(A), (D) (emphasis supplied by Dr. Flesch (p. 98)).

sumer movement (p. 114).<sup>30</sup> Aiming his pen at the "oceans of verbiage" issuing from the federal government, Dr. Flesch leads the consumer charge against indecipherable regulations and statutes. When firing criticisms at attorneys employed by the public, Dr. Flesch is at his best. But the majority of attorneys, those in private practice, should not think themselves above Dr. Flesch's admonitions. While Dr. Flesch uses examples from government attorneys, his point applies to private attorneys too.

*How To Write Plain English* is a book for all lawyers, and lawyers will enjoy reading it. At the end, most will stand in awe of Dr. Flesch's ability to reduce legal jargon to simple terms. But simply reading this or any other book will not make one a better writer. As Michael Pertschuk, Chairman of the FTC, has learned, "writing Plain English is devilishly hard work" (p. xiii). It takes careful writing and rewriting and a willingness to forsake legal jargon when the ideas get complicated. Dr. Flesch has helped us all by exposing our sins. Let us go and sin no more.

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30. Dr. Flesch does not discuss the scope of this consumer movement, the limits of his theory, or its effect on our legal system. Is Flesch suggesting that statutes like the Internal Revenue Code and their accompanying regulations must all be written so those with an eighth-grade education can understand them? Is Plain English the great equalizer? In a land where the average person over 25 years old has 12.3 years of schooling, (U.S. BUREAU OF THE CENSUS, STATISTICAL ABSTRACT OF THE UNITED STATES 123 (97th ed. 1976)), might Plain English become the great degrader?