

# “PLAIN ENGLISH” CONTRACTS

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

- the newer style “*plain English*” documents; or
- the more traditional “*legalese*”, using archaic language and expression, often unfamiliar to the non-lawyer.

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

These are written in “*legalese*” – and appear as great unbroken slabs of text, often without any punctuation whatsoever. The only consideration applying to this style of contract drafting was the legal effect of the words used. Ease of reading was never even considered.

One could be forgiven for thinking that the intention might have been to actually *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 author 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 impact of the message you are trying to communicate.

Whilst the following sign may appear comprehensive, the reader gets lost in just trying to take-in and understand the message:

**This area is unsafe due to the presence of extremely high currents of electricity in the proximity of the area surrounding this sign. Touching the wires either with your hand or any object could cause a massive electric shock. The electrical currents are of sufficient strength and magnitude to cause severe burns and injuries and possibly even death. You are therefore advised to keep well clear of this area.**

Consider the impact of a more succinctly worded sign. Whilst conveying less information, it has a much greater impact on the reader, who does not need to think a whole lot about what is being read.

**DANGER**  
**High Voltage**

It is much harder to write contracts in “plain English”. The reason being that two *equal* considerations must be borne in mind:

- making the document easy to read; AND
- the legal effect of the words used.

It, therefore, pays to give careful consideration to the message one is trying to convey *before* actually putting pen to paper.

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

Lawyers love loopholes... many of us we make our living on them! The more unnecessary words used in a particular expression, the greater the potential for a misunderstanding or a loophole to be lurking.

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.**

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