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UNIT 1¹

LEGALESE AND PLAIN ENGLISH

“Be short, be simple, be human.”

(Sir Ernest Gowers, “The Complete Plain Words”, Third Edition, 1986)

Before You Start

1. In this unit, you will learn the main features of “legalese” and “plain English”. As a law student or expert, you will read texts in legal English and notice that documents (such as contracts, court decisions, memoranda, and legal opinions) have many features in common. Most of these features also apply to Italian legal documents. Before you start reading this chapter, can you name at least five common features?

1. _____
2. _____
3. _____
4. _____
5. _____

2. Read the following statements and decide whether they are true or false:

- a) The active voice is typical of legal English texts. T F
- b) English legal documents do not contain many Latin words and phrases. T F
- c) You can write a document in plain English using technical words, including legal terms. T F
- d) A long sentence is a guarantee of clarity and precision. T F

¹ Units 1, 2, 3, and 4 have been drafted by Arianna Grasso.

THE PLAIN ENGLISH MOVEMENT

Before the 20th Century, English writers often used complex prose, which contained sentences that could take up half a page, and used inflated vocabulary.

In the late 19th Century, writers such as Abraham Lincoln and Mark Twain started to challenge this trend and showed that writing could be clear and elegant at the same time. In 1954, a British civil servant called Sir Ernest Gowers published *The Complete Plain Words*, in which he stated that writers should:

1. Know the matter of their writing perfectly and adapt their style to the readers' needs;
2. Write in a clear, simple, and concise manner;
3. Be precise and complete; and
4. Avoid generic words and use familiar ones.

During the 1970s, these general principles started to be seriously considered in the fields of law and government. This awareness reached its climax on 26 July 1979, when Martin Cutts, director of the Plain Language Commission, launched the Plain English Campaign in Parliament Square, London.

Writing in “plain English” means choosing a clear, concise, and effective way of writing to make information accessible to every reader. This writing style aims to avoid obscurity, inflated vocabulary, and tortuous sentences. However, this style is not an oversimplified form of English. You can write a document in plain English using technical words, including legal terms.

Plain English Applied to Legal Writing

Plain English theorists have always included legal English in their language revolution because it is too complex, obscure, and over-sophisticated. Legal English consists of a set of lexical, syntactical, and stylistic rules that have developed over the centuries. “Legalese” is the expression used to refer to objectionable features, which we can group as follows:

1. **Archaic words and phrases.** Examples: aforementioned (= named before), hereinafter (= below), howsoever (= however), therein (= in it), whereby (= by which);
2. **Antique phrases and clichés.** Examples: at your earliest convenience (= as soon as possible), pursuant to (= under), to be desirous of (= to wish), these presents (= this [agreement, deed...]), under separate cover (= separately);
3. **Complex and unfamiliar words and phrases.** Examples: cease (= stop), commencement (= beginning), deem (= consider), elucidate (= explain), initiate (= start);
4. **Latin and other foreign words and phrases.** Examples: *ab initio* (= from the beginning), *ad hoc* (= special), *inter alia* (= among other things), *ipso facto* (= automatically), *pari passu* (= equally), *via* (= by, through);
5. **Legal pairs and triplets.** Examples: alter and change (= change), confessed and acknowledged (= “confessed” or “recognised”), give, devise and bequeath (= give), had and received (= “had” or “received”), rest, residue, and remainder (= “rest” or “residue”);
6. **Redundant and compound words.** Examples: at a later date (= later), during the month of (= in), for the reason that (= because), in the event that (= if), shall include but shall not be limited to (= will include);
7. **Tautologies.** Statements in which you say the same thing using different words. Examples: cooperate together (= cooperate), important essentials (= essentials), mutually agree (= agree);
8. **Passive voice (see Use of the Passive Voice section below).** Example: “copies of the Contract shall be forwarded to the client” (= “we will forward copies of the Contract to the client”).
9. **Nominalization.** Turning a verb or an adjective into a noun. Examples: “the trial, the commencement of which is expected in February” (= “the trial, which should start in February...”), “upon publication of the Report” (= “when the Report is published”), “it is our intention to begin an employment relationship with you” (= “we wish to hire you”);
10. **Very long sentences with numerous, modifying clauses and repetition.** Example: “the Sublicensee has requested the Licensee for the right to manufacture and sell collections of

handbags, belts, small leather items, *pochettes*, school bags in leather, fabrics and leather by- products and fashionable materials, both for Gentlemen and Ladies, approved by the Licensee, and to use the trademark in order to distinguish such products, declaring, for such purpose, that it has an efficient and qualified production and distribution organisation for the purpose of the production of such products.”

USE OF THE PASSIVE VOICE

As stated above, the passive voice is common in legalese. Lawyers use it to give their texts a formal, impersonal tone, and whenever they prefer not to reveal the agent of a specific action.

However, choosing to highlight the object by omitting the subject of a sentence may prevent clear understanding and exclude important information. This is why we can consider the passive voice as a feature of “legalese”. We should avoid the passive voice as much as possible and use the clearer and more user-friendly plain-English style.

Therefore, we should prefer the active voice to the passive one in general (especially when both the subject and the object are explicit in the sentence. However, using the passive is sometimes necessary:

1. To avoid being too straightforward by omitting the agent of a specific action (compare “you have not paid the bill yet” with “the bill is still to be paid”). In this case, we are not omitting the subject to hide important information but rather to soften our tone;
2. When the subject of a sentence is understood, unknown, irrelevant, or secret (“new evidence will be brought to the next hearing”). However, if you know the subject, use an active construction to add clarity and meaning to your writing;
3. To have readers focus on the object rather than the subject of a sentence (“This agreement will be governed by Italian law”) and any time you wish to underline the result of an action;
4. To avoid using relative clauses, especially in short sentences (compare “certain transactions carried out by X” with “certain transactions that X carried out”).

Here is the syntax for a passive sentence:

form of “to be” + past participle = passive voice

For example: The Loan Agreement was signed by the parties on 23rd February.

The active version for this sentence would be:

The parties signed the Loan Agreement on 23rd February.

3. Turn the following passive sentences into active ones. If there is no direct reference to the actor, deduce it from the context:

a) If asked by the client, we can arrange for a new meeting next week.

b)

New resources for our defence have been provided by the government.

c)

The employee must be assigned the duties for which he was hired.

d)

The details of our strategy are set out in the enclosed legal opinion.

e)

The company was wound up by the liquidator in 1998.

f)

Legal proceedings against the company have already been started by our lawyer.

g)

On expiry of this term, the agreement will be considered as terminated.

h)

The bills have not been paid by the client yet.

LEGALESE VS PLAIN ENGLISH

The following table lists some typical legalistic words and phrases, followed by their description and their preferred replacements in plain English. The examples suggest only one of their possible uses. For instance, their use as adjectives or adverbs is listed, or only one of their possible meanings is given. Consider these differences when you choose the correct, plain-English option.

These recommendations will allow you to make your English legal texts accessible to everyone. For instance, using “start” instead of “initiate” or “give” instead of “bequeath” allows any reader to understand the text. Avoiding redundancies, tautologies, the passive voice, and other typical, legalistic features makes the text more pleasing to read.

Legalese item (objection)	Example	Plain English version of example	Plain English alternatives for legalese item
<i>A fortiori</i> (Latin)	<i>A fortiori</i> , the plaintiff could have no claim against the company.	With even greater reason, the plaintiff could have no claim against the company.	“For a stronger reason”, “with even greater reason”
<i>Ab initio</i> (Latin)	The jury was against her <i>ab initio</i> .	The jury was against her from the beginning.	“From the beginning”
Abovementioned, Abovesaid (Archaic)	The abovementioned/abovesaid transactions shall be carried out by the parties by and not later than....	The parties shall carry out these transactions by....	Omit or use “the”, “this”, “these”, “that”, “those”, “named before”, “named”
Acknowledge (Complex and unfamiliar)	Receipt of the deed is hereby confessed and acknowledged.	By this letter, we recognise receipt of the deed.	“Admit”, “thank”, “grant”, “recognise”, “accept”, “notice”
<i>Ad hoc</i> (Latin)	They have to hire an <i>ad hoc</i> attorney.	They have to hire an attorney for this specific purpose.	“For this specific purpose”, “special”
<i>Ad litem</i> (Latin)	The <i>ad litem</i> judges shall be elected by the General Assembly.	The judges for the suit will be elected by the General Assembly.	“For the suit”

Aforementioned, Aforesaid (Archaic)	The aforementioned/aforesaid information shall be deemed confidential by the employee.	This information shall be considered to be confidential by the employee.	Omit or use “the”, “this”, “these”, “that”, “those”, “named before”, “named”
Aggregate (Complex and unfamiliar)	The aggregate amount for the litigation is 10,500 Euros.	The total amount for the litigation is 10,500 Euros.	“Total”
All and/or any (Legal pair)	You may cede, assign, and delegate all or any of your rights and duties herein.	You can assign all your rights and duties in this agreement.	“All” or “any”
Alter and change (Legal pair)	The parties may only alter and change this agreement in writing.	The parties can only change this agreement in writing.	“Change”
<i>Ante</i> (Latin)	A pregnant employee has a right to attend antenatal care.	A pregnant employee has a right to attend prenatal care.	“Before” or “pre-“
Any matter, fact, or thing (Legal triplet)	The Lender undertakes not to disclose any matter, fact, or thing related to the business.	The Lender undertakes not to disclose anything related to the business.	“Anything”
Any... whatsoever (Archaic)	We shall not be liable for any damages whatsoever resulting from the loss of information.	We will not be liable for any damages resulting from the loss of information.	Omit “whatsoever” or use “whatever”
As of (Redundant and compound)	The agreement shall be valid as of the commencement date.	The agreement will be valid from the start date.	“From”, “on”
At a later date (Redundant and compound)	The Confidentiality Undertaking shall be signed at a later date.	The parties will sign the Confidentiality Undertaking later.	“Later”
At your earliest convenience (Antique/cliché)	Sign the attached copy and return it to us at your earliest convenience.	Sign the attached copy and return it to us as soon as possible.	“Soon”, “as soon as possible”
Await (Antique/cliché)	We await your reply.	We wait for your reply.	“Wait for”, “anticipate”
Bequeath (Archaic)	I hereby bequeath to my children...	By this deed, I give to my children...	“Give”

<i>Bona fide</i> (Latin)	He said he had acted for <i>bona fide</i> purposes.	He said he had acted in good faith.	“Genuine”, “in good faith”
By and between (Legal pair)	This agreement is entered into by and between X and Y on...	This agreement is entered into by X and Y on...	“By” or “between”
By and not later than (Legal pair)	The new President shall be elected by and not later than 1 st of June.	The new President shall be elected by 1 st of June.	“By”
By means of... (Redundant and compound)	You may send this information by means of email.	You can send this information by email.	“By”, “with”
By reason of... (Redundant and compound)	He was deemed incapable by the judge by reason of mental incompetence.	The judge considered him incapable because of mental incompetence.	“Because of”
By virtue of... (Redundant and compound)	By virtue of Section 3 hereof...	Under Section 3 of this agreement...	“Under”, “by”
Cease (Complex and unfamiliar)	He threatened to sue her, but has now decided to cease legal proceedings.	He threatened to sue her, but has now decided to stop legal proceedings.	“Stop”, “end”, “finish”
Cease and desist (Legal pair)	You are commanded to cease and desist from publishing this material.	You are commanded to stop publishing this material.	“Stop”, “end”, “finish”
Cede, assign, and delegate (Legal triplet)	You may cede, assign, and delegate all or any of your rights and duties to third parties.	You can assign all your rights and duties to third parties.	“Assign”, “cede”, or “delegate”
<i>Circa</i> (Latin)	The ideal candidate should have <i>circa</i> 2 years of experience.	The ideal candidate should have about 2 years of experience.	“About”, “around”, “approximately”
Commencement (Complex and unfamiliar)	These provisions shall come into force on the commencement date.	These provisions will come into force on the start date.	“Beginning”, “start”
Confess and acknowledge (Legal pair)	...receipt whereof is hereby confessed and acknowledged.	...receipt of which I recognise by this deed.	“Confess” or “recognise”
Cooperate together (Tautology)	We must cooperate together to achieve our objectives.	We must cooperate to achieve our objectives.	“Cooperate”

<i>Coup de grâce</i> (French)	It was the <i>coup de grâce</i> for our negotiations.	It was the final stroke for our negotiations.	“Final stroke”, “final blow”
<i>De facto</i> (Latin)	We are living under a <i>de facto</i> martial law.	In reality, we are living under martial law.	“In fact”, “in reality”, “in effect”, “actual”
<i>De jure</i> (Latin)	<i>De jure</i> sovereignty is the legal right to obtain it.	Rightful sovereignty is the legal right to get it.	“Rightful”, “by right”
<i>De novo</i> (Latin)	This point will be examined <i>de novo</i> later.	We will examine this point again later.	“Anew”, “again”
Deem (Complex and unfamiliar)	Any information deemed confidential under the agreement...	Any information considered to be confidential under the agreement...	“Consider”, “believe”, “think”, “judge”, “view”
Demise (Complex and unfamiliar)	The Lessor hereby demises to the Lessee...	By this agreement, the Lessor leases to the Lessee...	“Lease”, “transfer”
Despite the fact that (Redundant and compound)	He was convicted, despite the fact that there was not enough evidence against him.	He was convicted, even though there was not enough evidence against him.	“Although”, “even though”, “despite”
Devise (Archaic)	The undersigned agrees to devise his property to the person named in Annex A.	I agree to give my property to the person named in Annex A.	“Give”
Dispatch (Complex and unfamiliar)	We will dispatch the goods as soon as possible.	We will send the goods as soon as possible.	“Send”, “mail”, “post”, “ship”
Divulge (Complex and unfamiliar)	The Employee undertakes not to divulge any of the confidential information.	The Employee undertakes not to disclose any of the confidential information.	“Tell”, “disclose”, “reveal”
Do and perform (Legal pair)	The attorney has authority to do and perform any and all acts on behalf of the undersigned.	The attorney has authority to perform any acts on our behalf.	“Do” or “perform”
Donate (Complex and unfamiliar)	If you prefer to donate your money by credit card, call the following toll-free number.	If you prefer to give your money by credit card, call the following toll-free number.	“Give”, “grant”
Doth (archaic form for does) (Archaic)	The Mortgagor doth hereby mortgage to the Mortgagee...	By this agreement, the Mortgagor mortgages to the Mortgagee...	Omit - for example change “x doth mortgage” to “x mortgages”

Duly (Redundant)	As duly agreed in our previous meeting...	As agreed in our previous meeting...	Omit
During such time as... (Redundant and compound)	During such time as you attend this university...	While you attend this university...	"When," "while," "during"
During the month of... (Redundant and compound)	He left the company during the month of February.	He left the company in February.	"In"
Each and every (Legal pair)	Prosecutors have to prove each and every element of the crime.	Prosecutors have to prove every element of the crime.	"Each," "every," "any," "all"
Effect (Complex and unfamiliar)	Payment must be effected in accordance with the following procedures	Payment must be made in accordance with the following procedures.	"Make," "carry out," "complete"
Elucidate (Complex and unfamiliar)	I shall elucidate the relationship between the plaintiff and the defendant.	I will clarify the relationship between the plaintiff and the defendant.	"Explain," "clarify"
Endeavour (Complex and unfamiliar)	We shall endeavour to reply to you as soon as possible.	We will try to reply to you as soon as possible.	"Try," "effort," "aim," "strive"
<i>Ergo</i> (Latin)	He is a leader in his country. <i>Ergo</i> he has diplomatic immunity.	He is a leader in his country. Therefore, he has diplomatic immunity.	"Therefore"
<i>Ex parte</i> (Latin)	An <i>ex parte</i> hearing is usually quite informal.	A hearing by one party only is usually quite informal.	"By one party only"
<i>Ex post facto</i> (Latin)	This decision needs the <i>ex post facto</i> consent of both houses of Parliament.	This decision needs the retrospective consent of both houses of Parliament.	"Retrospective," "after the event"
Expedite (Complex and unfamiliar)	We will expedite delivery of the goods.	We will hasten delivery of the goods.	"Hurry," "hasten," "speed up"
Expeditious (Complex and unfamiliar)	Legal procedures are more expeditious in some countries.	Legal procedures are quicker in some countries.	"Speedy," "quick"
For a period, up to and including (Legal pair)	The loan will be available for a period, up to and including 31 January 2006.	The loan will be available until 31 January 2006.	"Up to," "until"

For and during the period of... (Legal pair)	For and during the period of your employment, you will report to the CEO.	During your employment, you will report to the CEO.	"During"
For the purpose(s) of... (Redundant and compound)	The police changed their procedures to investigate hiring practices.	The police changed their procedures to look into hiring practices.	"For", "to" "under" (for example "for the purposes of this clause" = "under this clause")
For the reason that (Redundant and compound)	The bill was rejected by the House for the reason that it lacked funding.	The bill was rejected by the House because it lacked funding.	"Because", "since", "for"
Forthwith (Archaic)	The company may end your agreement forthwith with no further duty owed to you.	The company can end your agreement immediately owing no further duty to you.	"Immediately", "at once", "now"
Full and complete (Legal pair)	Your signature implies full and complete acceptance of the terms hereof.	Your signature implies full acceptance of the terms of this agreement.	"Full" or "complete"
Give, devise, and bequeath (Legal triplet)	I hereby give, devise, and bequeath to my wife ...	By this deed, I give to my wife...	"Give"
Good and effectual (Legal pair)	No transfer shall be good and effectual in law unless and until it is duly recorded.	No transfer will be effectual in law unless it is recorded.	"Good" or "effective"
Had and received (Legal pair)	You should account for all the money had and received from your employer.	You should account for all the money received from your employer.	"Had" or "received"
Hereafter (Archaic)	I agree on the terms set out hereafter.	I agree on the terms set out below.	"Below", "from now on"
Hereby (Archaic)	I hereby declare that...	By this deed, I declare that...	"By this..." (for example, by this agreement), "therefore"
Herefor (Archaic)	This sum is given by the parties as security herefor.	This sum is given by the parties as security for it.	"For it", "for this..." (for example "for this agreement")
Herein (Archaic)	The terms described herein...	The terms described in this agreement...	"In this..." (for example "in this agreement"), "here"

Hereinafter (Archaic)	F.lli Molinari is hereinafter referred to as “the Company.”	F.lli Molinari (the “Company”).	Omit - insert term defined in quotes, in brackets, or use “from now on”, “below”
Hereinbefore (Archaic)	The terms described hereinbefore...	The terms described above...	“Above”, “earlier”, “before”
Hereof (Archaic)	Mr John Roberts is duly authorised for the purposes hereof to...	Under this agreement, we authorise Mr John Roberts to...	“Of this...” (for example “of this agreement”)
Hereto (Archaic)	The parties hereto agree, the one with the other...	The parties to this agreement agree...	“To this...” (for example “to this agreement”)
Hereunder (Archaic)	You may assign the rights hereunder to third parties.	You can assign the rights in this agreement to third parties.	“In this...”, “by this...” (for example “in this agreement”)
Herewith (Archaic)	Herewith enclosed you will find a copy of the power of attorney.	We enclose a copy of the power of attorney.	In letters/emails: omit “herewith enclosed” or use “we enclose” or “enclosed is”, “attached is”. In agreements: “with this agreement”
Howsoever (Archaic)	Damages howsoever arising in connection with the activity...	Damages however arising with the activity...	“However”, “anyway”
Important essentials (Tautology)	This document describes the important essentials of your proceedings.	This document describes the essentials of your proceedings.	“Essentials”
In accordance with... (Redundant and compound)	You shall act in accordance with the rules hereof.	You shall act under the rules of this agreement.	“Under” or “by”/as a verb: “to be in accordance with” = “agree”, “follow”
In advance of... (Redundant and compound)	Notices shall be sent at least 10 days in advance of each meeting.	We will send you a notice at least 10 days before each meeting.	“Before”, “by”
<i>In camera</i> (Latin)	An <i>in camera</i> hearing is held before the judge in his/her private chambers.	A hearing in private is held before the judge in his/her private chambers.	“In private”, “in closed court”, “in closed session”, “secret”

In connection with... (Redundant and compound)	The report deals with all matters in connection with violations of human rights in Myanmar.	The report deals with all matters about violations of human rights in Myanmar.	“About”, “on”, “with”, “of”
In excess of... (Redundant and compound)	Overtime is time worked by the employees in excess of regular hours.	Overtime is time worked by the employees over regular hours.	“Over”, “more than”
In favour of... (Redundant and compound)	The new legislation in favour of asylum seekers provides that...	The new legislation for asylum seekers provides that...	“For”, “to”
In full force and effect (Legal pair)	The other terms will remain in full force and effect.	The other terms will remain in force.	“In force” or “in effect”
In order to... (Redundant and compound)	This is what you should do in order to win your case.	This is what you should do to win your case.	“To”
<i>In re</i> (Latin)	The House of Lords has handed down its judgment <i>in re</i> Dennis [1995] 3 WLR 367.	The House of Lords has handed down its judgment in the matter Dennis [1995] 3 WLR 367.	“In the matter”
In relation to... (Redundant and compound)	We received too many complaints in relation to the new rules.	We received too many complaints about the new rules.	“About”, “with”, “on”, “towards”, “to”
In so far as (Redundant and compound)	Except in so far as international rules otherwise provide...	Except as international rules otherwise provide...	“As”, “because”, “since”, “except”, “although”
In terms of... (Redundant and compound)	You may assign any of your rights in terms of any relevant conditions to any third party.	You can assign any of your rights for any relevant conditions to any third party.	“About”, “for”, “at”, “in”, “by”
In the event that (Redundant and compound)	In the event that the new EU countries do not complete their restructuring process before...	If the new EU countries do not complete their restructuring process before...	“If”
<i>In toto</i> (Latin)	The judge accepted the lawyer’s argument <i>in toto</i> .	The judge accepted the lawyer’s argument entirely.	“Completely”, “entirely”, “as a whole”

In witness whereof, the parties hereto have hereunto set their hands and seals ... (Redundant and compound/archaic)	In witness whereof, the parties hereto have hereunto set their hands and seals on the day and year above written.	Signed by the parties as a deed on the day and year above written.	“Signed by the parties as a deed”
Inasmuch as (Redundant and compound)	Inasmuch as most paralegal positions imply work experience relevant to the legal field...	Since most paralegal positions imply work experience relevant to the legal field...	“Since”, “as”, “because”
Including, without limitation (Redundant and compound)	We assume no liability for any use of the site, including, without limitation, direct, incidental, or consequential loss or damage...	We assume no liability for any use of the site, including direct, incidental, or consequential loss or damage...	“Including”
Indicate (Complex and unfamiliar)	Our terms and conditions are indicated hereinbelow.	We set out our terms below.	“Set out”, “suggest”, “mark”, “signal”, “point out”, “say”, “tell”, “show”, “explain”
<i>Infra</i> (Latin)	This rule applies to all the items listed <i>infra</i> .	This rule applies to all the items listed below.	“Below”
Initiate (Complex and unfamiliar)	There is no need to initiate legal proceedings.	There is no need to start legal proceedings.	“Start”, “begin”, “open”, “launch”, “set up”
<i>Inter alia</i> (Latin)	Your duties shall include, <i>inter alia</i> ...	Your duties will include...	Omit or use “among other things”
<i>Inter alios</i> (Latin)	Eligible investors include, <i>inter alios</i> ...	Eligible investors include...	Omit or use “among other persons”
Investigate (Complex and unfamiliar)	The reporters are investigating a series of burglaries in art galleries.	The reporters are looking into a series of burglaries in art galleries.	“Look into”, “search”, “re-search”, “find out”, “study”, “explore”, “examine”
<i>Ipsa facto</i> (Latin)	A blind person cannot obtain a driver’s licence <i>ipso facto</i> .	A blind person cannot get a driver’s licence by the fact itself.	Omit or use “automatically”, “therefore”, “by the fact itself”
Is equal to (Redundant and compound)	Your gross salary is equal to...	Your gross salary amounts to...	“Amounts to”, “is”

It is important to add that... (Redundant and compound)	It is important to add that we have contacted this solicitor because...	We have contacted this solicitor because...	Omit
It should be noted (Redundant and compound)	It should be noted that we have contacted this solicitor because...	We have contacted this solicitor because...	Omit
Last will and testament (Legal pair)	He signed his last will and testament two days before he died.	He signed his last will two days before he died.	“Last will” or “testament”
<i>Lex</i> (Latin)	All British <i>lex non scripta</i> is the product of the courts.	All British common law is the product of the courts.	“Law”, “body of law” (“ <i>lex non scripta</i> ” = “common law”, “unwritten law”)
<i>Mala fides</i> (Latin)	Having ruled out <i>mala fides</i> , the trial judge...	Having ruled out bad faith, the trial judge...	“Bad faith” “in/with bad faith”
Mandatory (Complex and unfamiliar)	The mandatory rules about non-discrimination will apply.	The compulsory rules about non-discrimination will apply.	“Compulsory”, “binding”
May (when used to suggest a right) (Archaic)	The Company may issue financial instruments.	The Company can issue financial instruments.	“Can”
<i>Mens rea</i> (Latin)	The <i>mens rea</i> of robbery is to deprive the owner of his property.	The criminal intent of robbery is to deprive the owner of his property.	“Guilty mind”, “criminal intent”
<i>Mutatis mutandis</i> (Latin)	This rule will apply, <i>mutatis mutandis</i> , to electronic publications...	This rule will apply, with the necessary changes, to electronic publications...	“With the necessary changes”
Mutually agree (Tautology)	The parties mutually agree the following...	The parties agree the following...	“Agree”
Nominate, constitute, and appoint (Legal triplet)	I hereby nominate, constitute, and appoint Mr X as my attorney.	By this deed, I appoint Mr X as my attorney.	“Appoint”, “name”
Notify (Complex and unfamiliar)	You will be notified of the changes by email.	We will inform you of the changes by email.	“Inform”, “tell”, “let know”, “report”
Notwithstanding (Archaic/Complex and unfamiliar)	Notwithstanding anything otherwise set out herein...	Despite anything otherwise set out in this agreement...	“Despite”, “although”, “all the same”

Null and void (Legal pair)	This clause will be null and void in case of...	This clause will be null in case of...	“Null” or “void”
Obtain (Complex and unfamiliar)	You can obtain a copy hereof from the court of Rome.	You can get a copy of this deed from the court of Rome.	“Get”, “earn”, “gain”, “buy”
Of the one part...of the other part (Legal pair)	A contract between Mr X, of the one part, and the Company, of the other part...	A contract between Mr X and the Company...	Omit
<i>Pari passu</i> (Latin)	While the price of oil has been decreasing, the currency has been inflating <i>pari passu</i> .	While the price of oil has been decreasing, the currency has been inflating at the same rate.	“Equally”, “at the same rate”
<i>Per</i> (Latin)	The cost <i>per</i> share is set out in the attached document.	We set out the cost for each share in the attached document.	“A”, “an”, “by”, “each”
Peruse (Complex and unfamiliar)	We may peruse legal action after what happened.	We may consider legal action after what happened.	“Read”, “study”, “examine”, “review”, “consider”
<i>Post hoc</i> (Latin)	It is advisable not to do <i>post hoc</i> comparisons.	It is advisable not to do comparisons after the fact.	“After the fact”
<i>Prima facie</i> (Latin)	<i>Prima facie</i> , she had a legitimate complaint.	At first glance, she had a legitimate complaint.	“At first glance”, “at first view”, “at first sight”
Prior to (Redundant and compound)	You may ask to renew your contract prior to the expiry date.	You can ask to renew your contract before the expiry date.	“Before”
<i>Pro tempore</i> (Latin)	The Senate elects its President <i>pro tempore</i> .	The Senate elects its temporary President.	“Temporary”, “temporarily”
Pursuant to (Redundant and compound)	Pursuant to the Lease Agreement, your duties include...	Under the Lease Agreement, your duties include...	“Under”, “by”
Ratify and confirm (Legal pair)	I hereby ratify and confirm my signature...	By this deed, I confirm my signature...	“Approve”, “confirm” “sign”, “accept”
<i>Ratio decidendi</i> (Latin)	The <i>ratio decidendi</i> of this judgment is...	The point decided in this judgment is...	“Point decided”
Regulation (Complex and unfamiliar)	We will follow the international regulations on the matter.	We will follow the international rules on the matter.	“Rule”, “law”

Repair and make good (Legal pair)	The Tenant undertakes to repair and make good the building...	The Tenant undertakes to repair the building...	“Repair” or “make good”
<i>Res judicata</i> (Latin)	The court ruled that the principle of <i>res judicata</i> applied.	The court ruled that the issue was already judged.	“An issue already judged”
Rest, residue, and remainder (Legal triplet)	I hereby bequeath the rest, residue, and remainder of my estate to...	By this deed, I give the rest of my estate to...	“Rest” or “residue”
Said (Archaic)	As set out in said memorandum...	As set out in that memorandum...	Omit or use “the”, “that”, “those”
Save and except (Legal pair)	Save and except as otherwise provided herein...	Except as the parties otherwise provide in this agreement...	“Save” or “except”
Settle and compromise (Legal pair)	She decided not to settle and compromise the claim.	She decided not to settle the claim.	“Settle” or “compromise”
Shall (when used with future reference - not for obligation) (Archaic)	The following provisions shall be annexed to the Protocol.	We will annex the following provisions to the Protocol.	“Will”
Shall include, but shall not be limited to (Redundant and compound)	The Employee’s duties shall include, but shall not be limited to...	The Employee’s duties include...	“Will include”, “include”
Sign and execute (Legal pair)	The parties have signed and executed this agreement on...	The parties have signed this agreement on ...	“Sign”
<i>Sine die</i> (Latin)	The meeting was postponed by the Chairman <i>sine die</i> .	The meeting was postponed by the Chairman indefinitely.	“Without any fixed date”, “indefinitely”
Sole and absolute (Legal pair)	The Buyer shall decide, in its sole and absolute discretion...	The Buyer will decide, in its absolute discretion, ...	“Sole” or “absolute”
Specify (Complex and unfamiliar)	The applicable procedure is specified in the following paragraph.	We set out the applicable procedure in the following paragraph.	“Suggest”, “mark”, “signal”, “point out”, “say”, “tell”, “set out”, “explain”, “mention”
Stipulate (Complex and unfamiliar)	Except if the parties stipulate otherwise...	Except if the parties state otherwise...	“State”, “enter into”

<i>Sub judice</i> (Latin)	Proceedings are <i>sub judice</i> and the details cannot be discussed.	Proceedings are in the course of trial and we cannot discuss the details.	“Under judgement”, “in the course of trial”
Subsequent to (Redundant and compound)	Subsequent to its accession to the European Union, Turkey...	After its accession to the European Union, Turkey...	“Following”, “after”
Such (Ambiguous)	As set out in such contract...	As set out in the contract...	“The”, “that”, “those”
<i>Sui generis</i> (Latin)	It is definitively a <i>sui generis</i> legislation.	It is definitively a unique legislation.	“Unique”, “only one of its kind”, “particular”
Supersede and replace (Legal pair)	This agreement supersedes and replaces any previous agreements between the parties.	This agreement replaces any previous agreements between the parties.	“Replace”
Supplementary (Complex and unfamiliar)	Supplementary charges not covered by the Employee include...	Extra charges not covered by the Employee include...	“Extra”, “more”
<i>Supra</i> (Latin)	...based on the principles mentioned <i>supra</i>based on the principles mentioned above.	“Above”
Terms and conditions (Legal pair)	The terms and conditions of this Purchase Agreement will prevail in case of...	The terms of this Purchase Agreement will prevail in case of...	Omit (references to an agreement usually mean its terms and conditions) or use “terms of”
That particular (Redundant and compound)	That particular statement heavily influenced the jury’s decision.	That statement heavily influenced the jury’s decision.	“That”
The fact that (Redundant and compound)	The fact that he did not provide any explanation heavily influenced the jury’s decision.	That he did not provide any explanation heavily influenced the jury’s decision.	Omit or use “that”
The majority of (Redundant and compound)	The majority of the directors present at the meeting approved...	Most of the directors present at the meeting approved...	“Most of”, “most”
The parties hereto agree, the one with the other, ... (Redundant and compound)	The parties hereto agree, the one with the other, not to...	The parties agree not to...	“The parties agree...”

The present (Redundant/archaic)	The present deed provides that...	This deed provides that...	"This"
The same (Redundant and compound)	...about the Lease Agreement and as provided by the same.	...about the Lease Agreement and as it provides.	"It", "them"
The sum of (Redundant and compound)	He accepted the sum of Euro 5,000 as partial refund.	He accepted Euro 5,000 as partial refund.	Omit
The undersigned (Antique/cliché)	The undersigned accepts the same by completing this form and signing it.	I accept it by completing this form and signing it.	"I", "we", "they"
Thereby (Archaic)	The parties thereby declared that...	By the agreement, the parties declared that...	"By it", "by them", "by the agreement", "in that manner"
Therefor (Archaic)	The sum was given by the parties as security therefor.	The sum was given by the parties as security for it.	"For it", "for them", "for that"
Therefrom (Archaic)	You will assist us in relation to the disputes and litigation arising therefrom.	You will assist us with the disputes and litigation arising from them.	"From it", "from them", "from that"
Therein (Archaic)	The terms described therein...	The terms described in the agreement...	"There", "in it", "in the agreement"
Thereto (Archaic)	The parties thereto decided to ...	The parties to the agreement decided to...	Omit or "to it", "to them", "to that", "to the agreement"
Thereunder (Archaic)	The contract stated that the parties may assign their rights thereunder to third parties.	The contract stated that the parties can assign their rights under the agreement to third parties.	"Under it", "under the agreement"
These presents (Redundant/archaic)	All the terms and conditions in these presents are ...	All the terms in this deed are...	"This [agreement, deed...]"
To be desirous of (Antique/cliché)	The parties are desirous of reaching an agreement.	The parties intend to reach an agreement.	"To intend" "to wish", "to hope"
Try and test (Legal pair)	A panel of experts tried and tested the new product before launching it.	A panel of experts tried the new product before launching it.	"Try" or "test"

True and correct (Legal pair)	This document is a true and correct reproduction of the original.	This document is a true reproduction of the original.	“True” or “correct”
True and lawful (Legal pair)	We appoint Mr Jones as our true and lawful attorney to represent us in this matter.	We appoint Mr Jones as our lawful attorney to represent us in this matter.	“True” or “lawful”
<i>Ultra vires</i> (Latin)	The government has approved too many <i>ultra vires</i> rules.	The government has approved too many rules beyond its legal power.	“Beyond one’s legal power”
Under separate cover (Antique/cliché)	We are sending you the copies under separate cover.	We are sending you the copies separately.	Omit or use “separately”
Undertake and agree (Legal pair)	The Buyer and the Seller undertake and agree the following...	The Buyer and the Seller undertake the following...	“Undertake” or “agree”
Unless and until (Legal pair)	...unless and until agreed by both parties in writing.	...unless both parties agree to it in writing.	“Unless” or “until”
Until such time as (Redundant and compound)	Until such time as the property passes to the Buyer...	Until the property passes to the Buyer...	“Until”
Upon (Complex and unfamiliar)	Upon the signature of the agreement, the Client undertakes to...	When signing the agreement, the Client undertakes to...	“On” or “when”
Utilise (Complex and unfamiliar)	The Company reserves the right to utilise the works created by the Employee...	The Company reserves the right to use the works created by the Employee...	“Use”
Verify (Complex and unfamiliar)	You can verify if we received your application on our website.	You can check if we received your application on our website.	“Check”
<i>Via</i> (Latin)	We will send you the report via email as soon as possible.	We will send you the report by email as soon as possible.	“By”, “through”, “using”
<i>Vice versa</i> (Latin)	The agency does translations from English to Italian and <i>vice versa</i> .	The agency does translations from English to Italian and conversely.	“Conversely”, “the order reversed”
Whereas = used in premises (in Italian, <i>premesse</i>) (Archaic)	Whereas the parties to this agreement have agreed to...	The parties to this agreement have agreed to...	Omit

Whereby (Archaic)	They decided to enter into an agreement whereby they might provide for...	They decided to enter into an agreement by which they might provide for...	“Under which”, “by which”
Whereof (Archaic)	In witness whereof, the parties have signed and executed this agreement on ...	The parties have signed this agreement on ...	Omit or use “Of which”, “of what”
Whomsoever (Complex/archaic)	This letter is addressed to whomsoever it may concern...	We are addressing this letter to whom it may concern...	Omit or use “whom”, “whomever”
With reference to... (Redundant and compound)	The points discussed with reference to immigration...	The points discussed about immigration...	“On”, “about”, “for”, “regarding”
With respect to... (Redundant and compound)	We will assist you with respect to the proceedings described below.	We will assist you with the proceedings described below...	“On”, “about”, “for”, “with”
Witnesseth (Archaic)	On this day, I do hereby witnesseth the signing of this document.	On this day, I witness the signing of this document.	Omit or use “witness/witnesses” “take notice of”

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