CLARITY

A movement for the simplification of legal English

Newsletter

No 12: March 1989

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PRECEDENT LIBRARY

Katharine Mellor reports brisk use of the library. Details are on page 6.

GAZETTE COMPETITION

The Law Society's Gazette of 22nd February 1989 announced a drafting competition which should be of interest to CLARITY members.

Readers are invited to draft a letter for a widowed client to send to her daughter and son-in-law, offering to give up her home to help buy theirs, provided she can live with them. The trick is to protect her without making it sound like a solicitor's letter; she doesn't want them to think she doesn't trust them.

The competition is open to solicitors and barristers and will be judged by a panel made up from both professions.

The closing date is 31st March

TRENT SEMINAR

on the drafting of wills
Wednesday, 19th April

The editor apologises for an unfortunate and embarrassing typing mistake in the last issue, advertising this course for the non-existent Wednesday, 29th April 1989. Later copies were corrected but I hope that anyone affected noticed this error before it caused inconvenience.

More details on page 2

THE 'IF'-TRAP IN WILLS
by Michael Arnheim

barrister and sometime Fellow of St John's College, Cambridge

"I hereby wish that all I possess is not given to my husband Anthony Winn." Despite the infelicity of language the testatrix was successful in cutting her husband out of her will with a vengeance, even though there were no positive bequests: re Wynn deceased [1984] 1 WLR 237.

It may seem only right to respect the wishes of a testator. Yet the strange thing is that if instead of cutting her husband out of her will in the peremptory and complete way she did Mrs Wynn had given him a conditional bequest, her wishes might not have been so readily endorsed by the court.

In Clayton v. Ramsden [1943] AC 320 Lord Atkin specifically criticised conditions in wills designed to enable testators "to control from their grave the choice in marriage of their beneficiaries" and broadly hinted that he would not have been averse to legislation enabling the courts to strike out such terms.

Continued on page 7

COURSES

CLARITY and TRENT POLY

There are still vacancies for these two seminars, each carrying 4 continuing education points.

The morning session, organised by the polytechnic, covers the substantive law of wills, including the taxation element. The speaker is John Thurston.

In the afternoon, CLARITY's session will be introduced by Michael Arnheim; he will speak on the general principles of drafting before dealing in detail with the usual will clauses. There will be time for the delegates to prepare their own drafts for discussion.

The fees are £60 for the morning and £50 for the afternoon, or £100 for both. These are reduced for CLARITY members to £45 and £35 respectively but there is no further reduction for booking both. Lunch is included for those paying for both sessions.

Please apply, with a cheque, to:

The Office of External Relations
Trent Polytechnic
Burton Street
Nottingham NG1 4BU

Tel: 0602 418248 (extn 2482/2614)

QMC DRAFTING COURSE 1989

Queen Mary College are holding this year's course, "Modern Drafting", at Girton College, Cambridge from Thursday 21st to Saturday 23rd September. It is expected to carry 10 points.

It will be divided into three categories - "Conveyancing" under the direction of Professor John Adams, "Commercial" with Professor Roy Goode and "Banking" with Richard Youard.

Further details should appear in the next Newsletter but meanwhile enquiries can be made to Ms Hannah Wine at QMC on 01-980 4811.

LOWE & GORDON

Grahame Gordon, a solicitor who combines private practice with lecturing, has recently joined CLARITY. Members may be interested in one of the courses run by his company.

"The Art of Drafting" incorporates the principles of clear English and includes a series of exercises on structuring, drafting and rewriting (a) clauses in various types of documents and (b) letters. "Before and after" specimens are provided and there are opportunities for questions and discussion.

It is presented by Mr Gordon and Peter Camp, also a solicitor and a regular lecturer for The Law Society.

The seminar lasts from 9.45 until 5.45 and will be held in Birmingham on May 23rd, Leeds on June 15th and London on June 20th.

The cost is £200 plus VAT for the day, including lunch and light refreshments but a £10 discount is offered to CLARITY members.

Lowe & Gordon run a number of other seminars, including "Commercial Leases - Drafting, Negotiating and Amending". Most carry 8 continuing education points.

Further details are available from Grahame Gordon at 34 Queen Anne Street, London W.1.

PLAIN ENGLISH IN NEW YORK : 10 YEARS ON

by Richard Castle, a solicitor practising in Devon

The New York Statute

On 1st November 1978 what became known as the plain language law came into effect in the State of New York. Often called the Sullivan Law after Assemblyman Peter Sullivan who introduced it, the statute requires residential leases and consumer contracts to be "written in a clear and coherent manner using words with common and everyday meanings" and appropriately divided and captioned. On breach, the consumer may recover his loss plus a penalty of fifty dollars. The statute does not apply to "agreements involving amounts in excess of fifty thousand dollars" nor does it forbid words or phrases or forms of agreement required by law. There is exemption from liability for any creditor, seller or lessor who attempts in good faith to comply with the statute.

Effect of the statute

Dire consequences were predicted, but they have not materialised. The attorney general has brought only two cases for non-compliance. Consumer documents were quickly revised and the statute came to be seen as beneficial. The leading firm of law stationers altered its forms, to general approval and with profit to the firm. Simplified consumer credit forms have been published. In the market-place, the statute has been a success. Other States have since adopted general plain language laws, though not all of them on the New York pattern. A bill introduced to Ontario, Canada in 1982 resembled the New York law, but so far no such bill has been introduced here.

1988 symposium

Ten years to the day after the New York law took effect, Professor Carl Felsenfeld chaired a celebration symposium at Fordham University, New York. Several distinguished speakers were there.

Former Governor Hugh Carey and Assemblyman Peter Sullivan gave the background to the passing of the law and set it in context. A speaker from the attorney general's office was fulsome in his praise for the effects of the law. Judge Edward Re spoke dynamically about the benefits of plain English, urging among other things a much less hostile approach in the letter before action. Professor Frank Grad counselled a more cautious approach.

One speaker was totally against the idea of plain English, picking upon such phrases as "quiet enjoyment" and "title paramount" as necessary technical words impossible to define. He cited (not always correctly) English history and practice as a justification for retaining the old ways and suggested that every legal document should be accompanied by an explanatory note. This speaker challenged Alan Siegel, the well-known marketing communications consultant, to define various technical terms there and then. Mr Siegel wisely declined, and the speaker seemed to think he had made a point. This reminded the one Englishman present of Norman Birkett's well-known question "What is the co-efficient of expansion of brass?" Such tricks have persuaded gullible juries for centuries. They add little to scholarly debate on topics of prime interest to experienced lawyers.

Finally, Duncan MacDonald of Citicorp addressed the meeting. He was the draftsman of the plain English law. Both behind the scenes and up front, he has worked hard to promote it ever since. And he has been putting his precepts into practice. Citicorp documents are noted for their precision and clarity. But, like some others present, Mr MacDonald was not entirely sanguine. He felt that there were far too many lawyers practising in the States. They had to justify their existence. This had led to a proliferation of both litigation and documents. Since lawyers were paid by what they produced, documents were still far too long and much too complicated.

Professor Felsenfeld wound the meeting up with his customary grace, and suggested that regular get-togethers of this type might be convened in the future. That seemed to have general approval.

Could it happen here?

In 1984 the National Consumer Council published "Plain Words for Consumers". This set out the case for a Plain Language Act here, and included a draft bill. It was on the New York model, and applied to consumer contracts (including consumer credit contracts) and to residential tenancy agreements, though not to long leases. Clause 1 (requirement of clarity) is worth setting

out in full:

(1) A contract to which this Act applies shall -

(a) be written in clear and readily understandable language using words with common and everyday meanings;

(b) be arranged in a logical order;

(c) be suitably divided into para-graphs with headings;

(d) be clearly laid out; and

(e) use lettering that is easily legible and of a colour which is readily distinguishable from the colour of the paper.

(2) This Act shall not prevent the use in a contract of -

(a) words or phrases or forms of contract which are required by statutory authority; or

(b) words or phrases of a technical nature which are required for precise specification.

The remedy for breach was to be an action for damages based upon estimated loss, plus £50 unless good faith could be shown.

There was very little stirring when "Plain Words for Consumers" was published, and there seems to be no pressure today for a plain language Act in England and Wales. Perhaps this is in part through the activities of CLARITY as well as the drafting approach customarily made now by the large City of London firms in commercial transactions. The practitioner ignores his client at his peril. To ask a client to sign a document which he cannot understand is asking for trouble.

Perhaps some enterprising peer or backbencher will look at the National Consumer Council's draft bill, and think it worthwhile to promote. He could make his name.

INTERPRETATION OF PRIVATE DOCUMENTS BILL

A start has been made on the project announced in the last Newsletter - the preparation of a Bill which, if enacted, would simplify the drafting and interpretation of documents by providing standard definitions. The full text appears opposite.

The first problem has been the definition of "document".

> The Oxford English Dictionnary suggests "Something written, inscribed, etc, which furnishes evidence or information on any subject, as a manuscript, title deed, tombstone, coin, picture, etc."
>
> The Concise version is "Thing, esp deed, writing or inscription, that furnishes evidence."
>
> Mozley and Whiteley's Law Dictionnary offers "A written paper or something similar which may be put forward as evidence."
>
> The Civil Evidence Acts 1938 and 1968 include books, maps, plans, drawings, photographs, graphs, discs, tapes, sound tracks, films, etc.
>
> The Iron and Steel Act 1967 includes any device by which information is recorded or stored.

We have tried to reduce it to essentials but may have overdone it.

There have been, inevitably, some policy decisions, but these remain provisional. For instance:

> The preamble has been modified but not beyond recognition; we do not want the Bill rejected because of the drafting style nor are we familiar with the relevant constitutional law.
>
> The Bill has been restricted to private documents; we thought legislation, with its special requirements, should be excluded and there may be other categories which should also be taken out of consideration.

Much of clause 2 repeats, sometimes in different words, provisions of the Interpretation Act 1978, applying it to private documents instead of to statutes.

There is plenty of work still to be done, improving and extending the draft, and we would welcome any suggestions, long or short, detailed or not, constructive or unashamedly critical. Please send them care of Mark Adler at the address on page 10.

INTERPRETATION OF PRIVATE DOCUMENTS BILL

A

BILL

To simplify the drafting of documents by establishing standard definitions.

IT IS ENACTED by the Queen, by the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by their authority, as follows:

1. For the purposes of this Act, a document is anything used to store information, but the Act will not apply to other Acts or subordinate leglislation.

2. In any document, unless a different intention is clear from it or external evidence:

(1) Words of one gender include the other gender;

(2) Singular words include the plural and vice versa;

(3) A provision (however expressed) for service by post is satisfied by:

(i) posting it properly addressed with the first class postage pre-paid;

(ii) lodging it properly addressed according to the rules of a document exchange of which both sender and recipient are members; or

(iii) sending it by facsimile to the recipient's machine and receiving a satisfactory transmission report;

and a document will be deemed to have been served, unless the contrary is shown, at the time it would have arrived in the ordinary course of post, document exchange or facsimile transmission, as appropriate;

(4) The measurement of any distance will be in a straight, horizontal line;

(5) Subject to section 3 of the Summer Time Act 1972, any reference to time will be to Greenwich Mean Time;

(6) Any reference to an office-holder will be construed as a reference to the holder of that office for the time being;

(7) Any duty imposed or power conferred will be exercisable from time to time;

(8) Any reference to an Act of Parliament will be construed as a reference to that Act as amended at the date of the document, or as later re-enacted;

(9) Any reference (however expressed) to a block of text by citing words at the beginning and end will be a reference to the text including those words.

(10) A commitment by more than one person will be joint and several; and

(11) Any commitment (however expressed) will be enforceable as a covenant.

3. This Act will not extend to Scotland or Northern Ireland.

4. This Act, to be known as the Interpretation of Private Documents Act 19__, will come into force on _____.

PRECEDENT LIBRARY

The library is growing slowly and further contributions would be welcomed. Copies can be obtained, by members only, by sending s.a.e. and payment in favour of her firm to Katharine Mellor, Messrs Elliott & Co, Centurion House, Deansgate, Manchester M3 3WT (DX 14346 Manchester 1).

The complete list (with the new items in bold type) is:

Agency agreement	Katharine Mellor	90p
Commercial lease	Justin Nelson	£1.20
Commercial lease	Mark Adler	40p
Computer software licence	Justin Nelson	40p
Contract for sale of house	Mark Adler	10p
Contracts for sale of house	Justin Nelson	
Registered		20p
Unregistered		20p
Contracts for sale of business		
Registered land		40p
Unregistered land		40p
Divorce petition	Mark Adler	10p
Enquiries before contract	Justin Nelson	
General		50p
Additional:		
Residential land		10p
Business land		10p
Business goodwill		30p
Existing leasehold		20p
Farmland		10p
Land subject to a tenancy		30p
Licensed premises		20p
New residential lease		20p
New business lease		10p
Sale under enduring power atty		10p
Res freehold (quesionnaire to V)		50p
Res l'hold (quesionnaire to V)	Mark Adler	50p
Land Registry transfer		10p
Partnership deed	Brian Bowcock	60p
Personal reps' advert under s.27 TA 1925	Alan Macpherson	10p
Residential flat lease	Justin Nelson	90p
Requisitions on title	Justin Nelson	20p

A TORTUOUS METAPHOR

"...which is well on her argumentative side of the 'girl next door' fence."

(Ronald Hastings in the "Weekend Telegraph")

A METUOUS TORTAPHOR

To keep me up-to-date on the situation regarding the position."

(A bank manager's instructions)

REFERRALS REGISTER

This list is open to any solicitor member willing to accept referrals of clients from other members. Please write to the Newsletter if you would like to me included.

Solicitor	Area	Telephone	Field
Richard Ablitt	Croydon	01-681 0139	General civil but not debt collection
Richard Castle	Plymouth	0822 853534	Anything non-contentious
Mr A.J.B. Monds	Yeovil	0935 23407	Company/commercial
David Pedley	Keighley, W. Yorks	0535 32700	General but especially conservation, public enquiries & private prosecutions

DRAFTING COMPETITION

To acquire, hold, manage, maintain, repair, renew and deal with certain land and all communal driveways, parking bays, lay-bys, yards, gardens, outbuildings, pathways, drains and gullies serving the twenty eight houses situate at and known collectively as Red Timbers, Shelf Road, Guildford in the County of Surrey, (hereinafter called "the property") and being land and amenities not from time to time adopted or otherwise maintainable at the public expense by any national, county or local authority and to ensure to such an extent as may be reasonable against damage or destruction to the property and against public liability risks arising therefrom and to pay all rates, taxes or other outgoings chargeable in connection therewith as might be levied in respect of amenities provided for all of the said twenty eight houses aforesaid and to make and enforce such regulations for the good management and conduct of the property as may from time to time seem appropriate and to employ such servants or agents as may seem necessary and in the event of the employment of any resident servant to provide such employee with such accommodation in or about the property as may seem appropriate either on a sole basis or in common with any other Company or association or body providing services to the owners of the houses on the property aforesaid and to enter into such contracts or agreements with the owners or occupiers of the said houses with a view to maintaining the liabilities of and providing the services rendered by the Company as may from time to time be prudent and desirable.

In the last issue we invited members to redraft the extract on the left, taken (with names changed) from the memorandum of association of a management company. Only one reader, Harry Eaglesoup, took up the challenge. His version is reprinted below. Criticisms would be welcomed.

To acquire and deal with the common parts ("the Property") of the Red Timbers estate ("the Estate"), Shelf Road, Guildford, Surrey;

To maintain and improve the Property;

To insure the Property;

To insure the company against any liability arising from the Property;

To pay any rates or taxes levied on the Property;

To make and enforce regulations governing the Estate;

To employ and house staff;

To contract with the owners and occupiers of houses on the Estate; and

To take any other steps which the directors think fit for the good management of the Estate.

(I do not like the practice of adding the general to a list of particulars and would welcome the advice of company lawyers as to the extent it is necessary here. Could we delete all but the last paragraph? - H.E.)

The "If"-trap in wills - continued from page 1.

One may of course argue endlessly over the right of a testator to dispose of his property as he sees fit, as against the public interest in not allowing undesirable restrictions to be placed by the dead on the activities of the living.

In practice, the situation is complicated by the distinction drawn between conditions precedent and subsequent, the latter requiring a much higher degree of certainty than the former.

A good example of the problems occasioned by conditional clauses in wills is provided by the recent case re Tepper's Will Trusts, Kramer v. Ruda [1987] 2 WLR 729. The testator, Nathan Tepper, left his residuary estate on trust for his grandchildren, who were to take absolutely on turning 25 "Provided that they shall remain within the Jewish faith and shall not marry outside the Jewish faith."

Is this really so difficult to understand? The trouble is that the court is obliged to characterise it as either a condition precedent or a condition subsequent before interpreting its practical effect. "My residuary estate I leave to my daughter Flossie provided she has not married a tall man before my death" is a condition

Continued on page 9

BOOK REVIEWS

by Justin Nelson

"STRAIGHT FROM THE BENCH: IS JUSTICE JUST?"
by Judge James Pickles
Coronet Books (paperback) £2.95

As I type this, Judge James Pickles is in the news again: this time for gaoling a woman who refused to give evidence for the prosecution of the man who assaulted her. Judge Pickles is commonly described as "Britain's most outspoken judge", and this is probably a fair description, given the fact that he is quite prepared to talk to the media about the legal system and its defects in general or (as in the latest case) about a case involving him in particular.

This book is his apologia, explaining how and why he has acquired his reputation; it is also his critique of those aspects of the English legal system with which he has had contact, and which, on the whole, he does not like. He does not mince his words, and criticises without fear or favour: dilatory solicitors, pompous fellow judges, and the office of the Lord Chancellorship (as well as the personalities of previous Lord Chancellors [or is it Lords Chancellor?]) all come in for criticism.

He explains how judges are appointed, controlled and sacked; what their role is, and how he feels these aspects should be improved. He gives his views on crime and punishment, and on the whole system of enforcing the criminal law.

When I originally read the book, I found it like the curate's egg - good in parts, bad in others - and put it down feeling vaguely cheated: whilst there was little that I actively disagreed with, there was nothing that particularly inspired me. With Judge Pickles' latest exploit, however, I find I have to revise my views slightly. On hearing the first reports of the imprisonment of the refusenik witness, I told myself that Judge Pickles would have had a very good reason for taking the action he did. I was only able to tell myself this because I had read his book. It seems that, on a subconscious level, the book convinced me that his views and attitudes are well-founded - though I disagree with many of them all the same.

As a lawyer-bashing book it is probably unique and is certainly readable; as a serious criticism of aspects of the legal system it is a good discussion document - basically sound, but open to criticism itself.

"PARKER'S MODERN WILL PRECEDENTS"
2nd edition (1987): ed Eric Taylor
Butterworths £24

The object of this work, according to the editor, is "to provide precedents to implement instructions commonly given by testators, using words that are both legally effective and easily understood by the testator."

The second edition changes are to enlarge the "Complete Wills" section, review the precedents, enlarge their scope, take account of CTT and IHT, change chapter headings and format and include a section on Deeds of Family Arrangement.

Perhaps bravely, perhaps not, the second edition editor and his assistants have, in some cases, reviewed Parker's original precedents by reverting to jargon. They apologise, but justify their decisions in such cases by giving their view that expressions such as "pro rata" and "per stirpes" are preferable to the much longer expressions that plain English would have required.

I have found the precedents to be of great practical help: the book has encouraged me to revise the long-winded and turgid clauses installed in my firm's word-processor, so that I can now produce in two pages of clear English what would previously have filled five or six pages with turgid, convoluted, jargon-ridden waffle. Having said that, I know there is still room for improvement.

Additionally, the work is of considerable inspirational value: re-reading Parker's preface to the first edition rekindles in me a desire to strive for clarity; the headnotes to the various clauses are full and thought-provoking, and include some comments and quotations that are well worth remembering. For instance, to those who maintain that brevity is achieved only at the expense of clarity or definition, I quote the words of Hodson J: "In order to save labour and for the sake of neatness, every skilful practitioner desires to reduce the number of words to the minimum" - re Selby-Bigge [1950] 1 All ER 1009.

All in all, I find this book invaluable and can thoroughly recommend it to all whose work involves preparing wills.

'DRAFTING -
Its application to conveyancing and commercial documents"
by Stanley Robinson
Butterworths £42.50

In this book, Stanley Robinson, senior lecturer in law at the University of Queensland (and a contributor to the last Newsletter), has produced a very full analysis of the technique of drafting legal documents, with particular reference to conveyancing documents. The work is comprehensive (428 pages, including appendices, index and index of words and phrases) and scholarly.

It is divided into two sections: "Principles of drafting" and "Analysis of deeds". The first section gives an overview of the characteristics and difficulties of legal drafting, going into detail on several points (the particular uses of certain words, for instance). The second section dissects various conveyancing documents to expose their structures, variants and vulnerabilities, and goes on to show how similar principles apply to other legal documents, particularly commercial ones.

As an academic work it appears to be a tour de force. My only criticism is more a criticism of my own expectations or narrow outlook: it is not a practical book. It is not a book to which I can turn during my working day to find suggested solutions to drafting problems. Unfairly, I cannot help comparing it to Richard Castle's "Conveyancing Without Computers" or Parker's "Modern Will Precedents", to which I frequently turn for inspiration or hints to help me solve day-to-day problems. "Drafting" is so erudite it is daunting, so comprehensive it is mind-boggling, and so comprehensive that it seems an insult to expect it to be a workaday tool.

I accept that this is not a valid criticism: I am probably just annoyed with myself for spending so much on a book that will not earn its keep; that is an example of my philistine outlook. If you want an academic book that analyses and dissects the techniques of legal drafting (except litigious drafting, which would need a book of its own), then this is it. If, however, you want a precedent book (in the best meaning of that term), this is not it!

The "If"-trap in wills - contd from p.7.

precedent. "My residuary estate I leave to my daughter Flossie provided she forfeits it if she ever marries a tall man" is a condition subsequent. But most such clauses are not quite so easy to categorise.

The reason for the greater strictness applied to conditions subsequent is that, in the words of Evershed MR, the courts "are inclined against the divesting of gifts or estates already vested": Re Allen [1953] Ch 810. The point is that a condition subsequent takes away something already given whereas a condition precedent withholds it and is therefore seen as a less serious inroad into the beneficiary's rights.

The way out of this tangle is to cut the Gordian knot. Don't use provisos or conditions of any kind in a will or trust deed if you can possibly help it. Avoid the word "if" whenever you can.

"Easier said than done," may be your retort. But there is a simple solution. Conditions subsequent have a near relation which is accorded a very different reception by the courts: a determinable interest. Yet there is no real distinction between a condition subsequent and a determinable interest. "I leave my residuary estate to my daughter Flossie until she marries a tall man" will have the same effect as the condition subsequent set out above but, as a temporary gift rather than an absolute one, is much more likely to be upheld as drawn.

Whenever you are tempted to introduce "if", "unless", "provided that" or "on condition that" into a will or trust deed, try to substitute "when" or "until".

(My apologies to Michael Arnheim for breaking up this article - ed.)

LETTER FROM A CLIENT TO A CLARITY MEMBER

Thank you for your letter of the 6th February enclosing my will for signature... Many thanks for a clear and concise document...

I feel I have been brought right into the eighties - not a "heretofore" or "aforementioned" in sight!

WELCOME TO NEW MEMBERS

Professor John Adams, Queen Mary College
Hugh Brayne, solicitor and lecturer, Newcastle
Henry Brown, solicitor, London N10
Adrian Carter, solicitor, Cooper Carter & Odhams, Eastbourne
Eleanor Christian, solicitor, Dawson & Co, WC2
J.P. Cuerden, solicitor, Nantwich
J.D. Dale, solicitor, Congleton
Tony Ford, solicitor, Guildford
Maura Naughton de France, English teacher, Paris
Robin Fry, solicitor, Stephens Innocent, EC4
Grahame Gordon, solicitor and lecturer, Lowe & Gordon Ltd, London
Christopher Hall, solicitor, Sewell Rawlins & Logie, Cirencester
J.A. McCarthy, solicitor, Woking
A.J.B. Monds, solicitor, Clarke Willmot & Clarke, Yeovil
John Norton, solicitor, Braund & Frederick, Maidstone
Robert Owen, solicitor, Oswald Hickson Collier & Co, WC2
Mrs C. Saville, legal executive, Stow Bedon, Norfolk
David Simpkins LIB, Acell Holdings Ltd
Mark Slattery, student, Sutton Coldfield
Amanda Taylor, trainee solr, F.H. Bright & Sons, Witham
Eric Taylor, solicitor, Temperley Taylor, Manchester
D.C. Thorp, articled clerk, Chester
Ian Torrance, solicitor, Bernard Oberman, WC2
R.K. Walker, solicitor, Biddle & Co, EC2
Blaine Ward, articled clerk, Sunderland
Melanie Whiteway, Beckenham

There was a moderate response to the circular pleading for overdue subscriptions and the membership list has now crept back up to 276.

THE LAW SOCIETY

Liaison

The Law Society's Business Improvement Committe has invited a CLARITY representative to their next meeting, scheduled for 24th May.

Annual conference

The BIC suggested that CLARITY help with a presentation on "solicitors' communication skills" at the conference. Unfortunately, the organisers were not interested, at least for this year.

We could hire space for a stand but the fee would approach £1,000. We would then have to meet the cost of publicity material and (unless volunteers were prepared to go to the conference at their own expense) fares and accommodation.

It would do us no harm to be represented but the cost does seem too high.

MEMBERSHIP RECORDS

Justin Nelson is taking over the membership list and the finances from 1st April. Subscriptions and notices of change of address should go to him at the address below.

Unfortunately, we will
not be joining the Document Exchange, since the minimum charge makes it uneconomic.

COMMITTEE

Ken Bulgin (Chairman) 87 Hayes Road, Bromley, Kent BR2 9AE	01 740 7070 Fax: 01 749 2474
Justin Nelson (Treasurer, Kent local group, book reviews, membership list) 12 Rogersmead, Tenterden, Kent TN30 6LF	05806 2251 Fax: 05806 4256
Chris Elgey (Liaison with College of Law) 24 Oakwood Road, St Johns, Woking GU21 1UU	0483 576711 Fax: 0483 574194
Michael Arnheim (Trent seminar) 7 Kings Bench Walk, Temple, London EC4	01 583 0404 Fax: 01 583 0950
Mark Adler (Newsletter, liaison with The Law Society) 35 Bridge Road, East Molesey, Surrey KT8 9ER	01 979 0085 Fax: 019 410 152