Contents

Letter from past chairman

Most of you will now know that at the annual meeting in November I stood down as chairman, journal editor, and membership secretary. For a long time, as *Clarity* has grown, it has been taking more time than I could afford.

I had intended to announce my resignation in the journal in time to call for nominations before the meeting, and I am sorry that we couldn't get the journal out in time to do that. We could only notify the 260 or so of you whose current email address I had, and those who came across the news on our website. My apologies to the others.

Chairing *Clarity* has been a great privilege and very rewarding. In particular I have made many friends, with whom I hope to keep in touch. While breathing a great sigh of relief at relinquishing the responsibility, I will miss the job.

But I leave *Clarity* in excellent hands. The use of email has allowed the original (English) committee to expand, incorporating many active overseas members, and now our international membership is represented by an international committee. The new officers, Professor Peter Butt (Australia) (chair), Paul Clark (UK rep), Professor Joe Kimble (USA) (membership), and Phil Knight (Canada) (journal editor), have all done great things for the plain language movement, and they bring new energy and new ideas. *Clarity* can only improve.

I do hope to stay on the committee, but with a much lower profile. And until someone else comes forward to take it over I am continuing to maintain our website.

My thanks to all members (and in particular to the 25 or so with whom I have spent occasional Saturday mornings in meetings over the years) for your ideas, help, kindness, and support.

Mark Adler

Section 1 – Articles

Plain language pays off for the Social Security Administration

by Carolyn Boccella Bagin

At the beginning, the task seemed insurmountable . . .

- Send every working American a personalized statement that shows them an estimate of what their Social Security benefits will be when they retire – and mail it to them every year.

- Give them a detailed record of their earnings in a way that they can check the figures for accuracy.

- Make sure that all readers ranging from ages 25 through 65 will be able understand what Social Security means to them now and in the future.

- Create something that is easy to produce and fairly inexpensive to mail.

- Write and design this document for everyone from the college graduate to the barely literate.

- . . . And be sure to communicate clearly to everyone in the process.

  - That's 125 million readers a year, 10 million a month, 500,000 a day.

  - That's 40,000 pounds of mail a day, costing $70 million dollars a year.

  - That's the largest customized mailing ever undertaken by a federal agency. (The Internal Revenue Service's mailing isn't even this large when it sends out tax forms every year – and tax forms don't have the same degree of personalization!)

That was the daunting task Congress assigned to the Social Security Administration (SSA) back in 1989 when it passed a law requiring SSA to send every working American 25 years old and older an annual statement about their benefits.

At the time, any worker could receive the original statement, called *Personal Earnings and Benefits Estimate Statement*, on request. And those who were 60 years old or older received one automatically. But the new requirement changed the focus of the task instantly and dramatically.

Suddenly, the audience was vastly larger and much more diverse than ever before. Now the work experience and interest-level of the readers differed immensely. The new statement took on a national visibility it never had before. And now the costs of failure were incredibly higher.

Imagine the costs of any fraction of 125 million disgruntled people calling or writing with questions about an unclear statement. How could SSA even begin to handle the overwhelming workload if the new version of the document failed in its mission?

When SSA staff recognized the depth of the problem at hand, they asked Carolyn Boccella Bagin of the Center for Clear Communication, Inc for help in creating a clear, easy-to-understand statement that could be produced relatively inexpensively.

Together, we designed a project that covered all the important aspects of creating an effective document – from analysis through testing to refinement. The project that evolved was a classic case study in how to create a plain-language document that meets the needs of all its audiences – both internal and external.

Here's what happened.

From the start, the stakes were high

The groundwork was laid for this project a number of years ago. Historically, Social Security had an image problem, partially because people didn't understand what it was all about.

In 1996, according to a General Accounting Office report to Congress *(SSA Benefit Statements: Statements Are Well Received by the Public, But Difficult to Comprehend)*, public confidence in the nation's largest federal program was low. Government officials thought they could help people understand the program better, and polish a tarnished image, by giving people regular statements about their Social Security benefits.

This could be true – but only if the new documents were clear, easy to understand, and easy to read. Research has shown that when organizations signal to their customers that they care about them by communicating clearly and effectively with them, people will thank the organizations, will speak highly of those organizations to others, and will generally spread the good word about how they have been treated.

However, the idea could backfire if the documents weren't effective. If organizations send people documents that they can't read or can't understand without effort, people complain, ask questions, and write letters. Poor documents cost organizations precious time and resources in terms of customer representative hours, phone calls, follow-up correspondence, and reputation.

And at this point, in many ways, Social Security couldn't afford to make a mistake.

The original statement was flawed

The original statement SSA developed – a six-page document called *Personal Earnings and Benefit Estimate Statement* – automatically went to workers who were 60 years old and was intended to give them information about their yearly earnings and their eligibility for SSA benefits. It also explained basic information about SSA programs and benefits.

Rightly, the government was concerned about the clarity and usefulness of the statement when its audience expanded drastically as a result of the legislation.

Our preliminary review of the statement uncovered a number of flaws that needed fixing before the document could even begin to meet its goal. And, ironically, the traditional "plain language" issues of word selection, active voice, and paragraph length had already been solved, but still the document suffered from a great many defects that impeded readability.

Here are some of the problems that our initial assessment revealed:

- *Readers missed part of the message largely because of the placement, presentation, and sequence of information – not necessarily because of the language, word selection, or sentence structure.*

   To cite one problem, the first page was not obvious. A simple thing, you'd think, but people didn't know where the document began, largely because of an awkward fold and a down-played cover design. The unwieldy layout, combined with a densely packed message from the Commissioner, almost guaranteed that readers' eyes would glaze over if they even paused on the uninviting page. Even the best-intentioned readers didn't stand a chance of starting out on the right foot.

- *The structure of the document was not clear at a glance.*

   Readers couldn't immediately comprehend what the components of the document were and in which sequence they should read them. There was no visible pathway through the document, especially frustrating because the document was short and should have been easy to navigate.

A daunting task: In the largest customized mailing ever undertaken by the government, communicate clearly with . . .
- **125 million readers a year,**
- **10 million a month,**
- **500,000 a day . . .**

- *The information lacked a context and, from the start, allowed too much room for confusion.*

   Important messages were buried, readers couldn't scan for key details, and no information was highlighted to draw attention.

- *The document failed to give readers the information they needed, in a place that they needed it.*

   Key details were scattered throughout. In fact, on one page alone, we found 6 references to information that was on other pages – and the document was only 6 pages long to begin with.

- *The presentation had a grayness about it, making it difficult to read quickly.*

   Visual relief was desperately needed to help readers see the unspoken hierarchy in the information.

- *And, perhaps most important, as with many documents that live over time in large organizations, the disorganization betrayed the document's development.*

   The document appeared to have been the result of too many authors, each adding a separate piece at different times, without a designated authority to review the entire document from the perspective of its readers.

To be effective, countless improvements had to be made to the document while still balancing the needs of SSA's staff and production system.

Carefully planned steps led to success

With the challenge laid out before us, we rolled up our sleeves and followed a multi-faceted plan to ensure that we covered all the necessary areas.

Working closely with key SSA staff, we:

- Conducted an extensive analysis of the existing document, its history of problems and successes and its constraints.

- We carefully interviewed all the staff members who came into contact with the statement – legal and programming staff, communication and publication personnel, customer service representatives, top managers – to uncover the real constraints, as opposed to the assumed constraints built up in institutional memory.

- Developed four different prototypes (both the language and design) of a new statement that

would solve the problems in different ways. For all of our prototypes, we:

- changed the title to make it clear at a glance;

- altered the format so that the document was more intuitive and easier to handle;

- rewrote the content so that it gave readers only what they need to know, not more;

- reorganised the information in a logical sequence that made sense to the readers;

- created a design that reduced the production and development costs substantially so that the document would be more cost-effective to send to millions every year.

- Created and analyzed comprehension tests that were administered to focus group participants across the country.

- Refined the statement for a national mail survey of 16,000 people.

- Polished the final product for delivery to the nation.

The process paid off

With our work behind us, the official mailing began in October 1999. More than 125 million working Americans each year are now beginning to receive a statement that communicates clearly and effectively, in language they understand, and in a design that they find inviting and comfortable.

Independent organizations have verified our findings. For instance, according to the January 2000 issue of *Public Relations Tactics*, a recent Gallup survey confirmed that "the results to date are glowing. The new Social Security statements have played a significant role in increasing Americans' understanding of Social Security."

And, as if that weren't enough evidence that plain language works, Joan Wainwright, Social Security's Deputy Commissioner for Communication, reported that "the total number of people calling with questions is less than half what was anticipated" – thus saving both staff time and money.

In fact, we've heard rave reviews from many people across the country who have thanked the Social Security Administration for creating a document that so clearly tells them about their benefits and work history.

We are also pleased to report that the new *Social Security Statement* won Vice President Gore's Plain Language Award in October, 1999. As Mr. Gore noted, "Millions of Americans depend on

Social Security, and by making critical information simpler and more easy to understand, we are better serving the public." We're proud that we played an instrumental role in the development of such a highly visible government document.

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Lucid layout

by Martin Cutts

Words, words, words, groans Hamlet. In concentrating on clarifying the text, the importance of presentation can easily be forgotten. Yet without good layout, only half the job is done, and this applies as much to legal documents as anything else. At its simplest, good layout might just mean using easily legible type and putting ample space between paragraphs. At its most complex, in an instruction manual or a lengthy official form, good layout might result from the manipulation of hundreds of variables such as different typefaces, headings of various sizes, colours, and illustrations. Today, it might even entail effective use of hypertext; for example, some web-based insurance texts explain defined terms in hypertext links.

When layout is done well, the results can be stunning: a recent UK government booklet about safety at motor-sport events is truly a thing of beauty; attractive page layouts, pleasing type, good photos, sound navigational aids, and clear language[1]. Even if you find motor-sport no more appealing than the contents of the Millennium Dome, this booklet is a real page-turner. That is what good layout – arising from a fruitful partnership between a writer, editor and typographic designer – can achieve.

Amateurs should feel encouraged, not frightened, by such good practice. Excluding texts that have to work like complex machines, such as statutes, nothing more than decent competence is needed to design good-looking, functional documents; you really don't need to be a typographical genius. Often the best results come from quiet, unshowy pages that the readers hardly notice; there's no need to shout. If you are complimented on your wonderful layout, it probably isn't.

Not so long ago, layout was largely outside writers' control. Typesetting was an expensive mystery guarded by layout professionals. Now, with desk-top publishing software such as *Quark Xpress* and *PageMaker*, many writers have access to sophisticated layout tools. (Even the awful Microsoft *Word* is powerful medicine.) Yet if these tools are used incompetently, if there is no sense of what makes a page look good, or if readers' strategies for tackling a document are ignored, the results can be dire; poor layout can negate some of the benefits of plain language.

There is no cookbook for good layout, but this article offers some points that may help. Readers' opinions and the accuracy of their responses can be a good guide too – both before a document is issued and after.

Getting a feel for good layout

In the *Secret Life of Paintings*[2], the authors point out the religious, political and astrological significance of everyday objects in medieval and renaissance pictures, showing how much can be missed in a superficial scan. Modern documents also repay careful scrutiny, and not just for their semiotics. Every line of type on every page, every alignment and misalignment of objects and type, every ruled line, and every white space is the result of someone's conscious layout decision, for good or ill. The aggregate of those decisions is what gives a document its distinctive look. Some documents are easy on the eye, while others are not. Some are organised so that you can find the bits you want, while others force you to read everything. Some squeeze a large number of words into a page yet remain easily legible, while in others there are just too many sardines for the tin. There is also the little matter of purpose: different styles will attract attention, or sell, or act as reference material.

Page size

For reasons of economy and practicality, most of us are restricted to making the best use of the standard page sizes in our own country – in Europe the "A" sizes such as A3 (297 x 420 mm), A4 (210 x 297 mm) and A5 (148 x 210 mm). Each of these is formed by folding in half, along the long edge, the next biggest "A" size. All the sizes offer an infinite number of layout possibilities. An information leaflet might have two columns to the A4 page and be double-sided; this allows a great number of words to be fitted in. An A4 page could be divided into one narrow column (perhaps for side-headings) and one wide column for the associated main text. Many leaflets are A4 folded twice on the long edge, producing a 6-panel set-up – one panel for a front cover, perhaps, and five for other information.

Key variables

Whatever the page size, there are some key variables to control in pursuit of high legibility. Three of them are type size, column width, and space between lines (*leading*, pronounced *ledding*). Their interaction improves or impairs legibility. While it is impossible to lay down rules for how these variables should be manipulated, some guidelines may help[3].

Type size

Type size is measured from just above the top of the capitals (ascenders) to just below the bottom of letters like y and j (descenders). The distance can

be measured in points, a point (pt) being about 1/72 inch. In many typefaces the sizes 9-pt and above will be highly legible for large chunks of continuous text, though this will depend on how the other variables are handled.

Point size alone is an uncertain guide to how big the type appears to be, mainly because of differences in the x-height (height of the lower-case x, o, m, n etc) relative to the type size. X-height is in fact a better guide to legibility than point size. Provided the x-height is 1.5 mm or more, the type is likely to be highly legible to those with normal eyesight under good reading conditions. In a reference document you might be content to use a small point size, say 7-pt, for the sake of economy; but you would choose a typeface whose x-height was large enough to make the text reasonably legible and you would use narrow columns.

Column width

For large areas of text, most layout professionals reckon that the optimum column width is 50-75 letters and spaces. This means about 8 to 12 words per line. The commonest mistake is to set small type across too wide a column, such as 170 mm on an A4 page. The result could be more than 120 letters and spaces to the line unless the type is correspondingly big. And if the type is big, there will be fewer words to the page so printing or copying costs could increase.

Leading

Normally there needs to be some leading, otherwise readers tire easily and blunder when locating the start of successive lines. The amount of leading depends on the trade-off you make between economy and legibility. As a guide, try to ensure that the leading is about a fifth of the type size. So 12-point type might benefit from leading at 2.5 or 3 points. Generally, the wider the column, the more leading is needed. Typefaces with a large x-height relative to their type size (like most versions of Times, Helvetica, Plantin, and Palatino) tend to need the full allowance of leading; those with a smaller x-height (like Futura, Bodoni and Bembo) tend to need less.

Typeface

There is no such thing as "the most legible typeface". What works well in one set of circumstances may not work well in another. For me, the type for body text should be quiet, simple and regular in form without the eccentricities of display typefaces. For large areas of text, a good choice is often a serif type (that is, type with tiny strokes or projections at the end of most of the

letters). Serifs guide the eye horizontally and, in some typefaces, put light and shade on the page by giving the letters thick and thin strokes. Serif types tend to look authoritative, classical and official. Highly legible serif types include Plantin, ITC Garamond, Joanna, Century Schoolbook, Palatino and Times. These are their industry names; trade names may differ for commercial or copyright reasons. Times is available in most DTP and word-processing software, but its narrow character width tends to make it more suitable for newspaper columns. Its universality makes it an unusual choice for any layout professionals who want to create an individual look for their client's documents. In short, it is a little boring.

The sans serif types (ie, types without serifs) tend to be more useful as headings and in forms, catalogues and flyers, though they can look good in almost any application if handled well. Sans faces tend to be plain, unfussy and very compact, so in bold weights they make an especially strong impact. Good sans faces include Helvetica, Gill, Franklin Gothic, and Frutiger. Many documents combine sans serif type for headings with serif type for body text. The opposite combination is less common but can still work well.

Means of emphasis

Most typefaces can be used in weights such as roman (this weight), **bold**, *italic* and ***bold italic***. A popular type like Helvetica could have as many as 28 weights. In a single document, it is usually better to use as few weights as are really necessary and to make sure there is ample difference in strength between them. In some typefaces, especially sans faces, the italic weight is merely a sloping version of the roman and may not be noticeably different.

Use highlighting weights sparingly; if you emphasise too much, nothing will be emphasised. If too many individual words are typed in bold, pages will look spotty or dazzling and the reader will find concentration difficult. Most people with normal eyesight dislike reading long swathes of bold, italics, or capitals. Of these, capitals tend to be the most disruptive to reading and may seem aggressive. There is no harm in capitalising a few words, but the usual mix of upper and lower case is the best for legibility. There is no need to set headings in capitals; generally they will look better in upper and lower case. One variation, popularised by its easy availability in Word, is title case, In Which The Initial Letters Of Words (Or Sometimes Just The Nouns) In Headings Are Capitalised – a particularly obscene construction.

In typewriting, underlining was one of the few available ways of emphasising text. The weight of rule corresponded to the weight of the type and the effect was acceptable in small doses. Now, underlining is probably the least attractive way of emphasis because the line will usually slice through the bottom of the type <u>unpleasantly, like this</u>. If you want to underline, then distance the line from the type; this can be done by amending the document's style sheets.

To give extra impact to a section or a heading, it can help to reverse out the type (print it in white out of a background colour). Usually reversed-out type will only be highly legible if it is 10-point or more, in a bold weight, and if the background colour is dark. Sans serif type tends to reverse out better because serif type loses its definition. Only reverse out small areas of type, not whole pages.

Use of white space

The purpose of white space is to help the type to do its job. White space is not a jug to be filled to the brim. So, generous margins and reasonable space between columns can help. If you are leaving space between paragraphs instead of indenting the first line, ensure that the space adequately separates one paragraph from the next but not so that the paragraphs look like islands. The software ought to allow you to exert fine control over inter-paragraph space. If headings appear in a column of text, be sure to put at least as much space above them as below them, otherwise they will appear to be floating upwards to the previous paragraph.

Background colour

Background colour, whether of paper or ink, can impair legibility even as it increases superficial attractiveness. For most purposes, there needs to be strong contrast between foreground (the type) and background. If you print dark green ink on a pale green background, you are asking for trouble, especially as about eight per cent of men are colour blind for green and red.

Hierarchy of headings

Designers often use the term *hierarchy of headings*. This refers to the use of several sizes or weights of heading to signify, for example, section headings, subsection headings and paragraph headings. In general, the strength and position of headings should reflect the job they are being asked to do. So section headings will usually be considerably stronger than subsection headings, which will in turn be stronger than paragraph headings. The hierarchy of headings should be applied

consistently; readers get confused if the same signal is used with different meanings.

To justify or not?

The world divides into people who prefer justified to unjustified type and vice versa, and they engage each other in furious Big-Endian and Little-Endian debate. Justification means inserting spaces between words (and even between letters) so that all the lines of type take up the full column width. Hyphenation at line-ends may also be needed to make this work. The main reasons for justification are economy and, according to its supporters, greater neatness.

I have not seen clear-cut evidence that competent justification impairs the reading performance of literate adults. Sometimes, though, mechanical justification tends to produce rivers of white space running down the page as well as very uneven letter-spacing. If you dislike the justified type your machine produces, you should be able to adjust the settings so that line-end hyphenation only applies to words of seven letters or more and bars more than two successive hyphenations.

Unjustified type *(ranged left or flush left)* tends to produce a more relaxed, informal look. Word-spacing remains constant. The hyphenation program can be switched off if you dislike line-end hyphenation, though the drawback is a more ragged right-hand edge to the column. With unjustified type you will want to avoid breaking up the left-hand edge of the column by excessive indentation. Try to use the left-hand edge as the starting point for as much of the material as possible.

Widows

By editing or other adjustments, try to remove widows (single words forming the last line of a paragraph), at the top of a column or page. They waste space and look unsightly. This applies equally to justified and unjustified type.

Use of coloured ink

Like the original Fords, you could once have any colour in a legal document as long as it was black. The extra cost of a second colour is coming down but may still be prohibitive on anything except documents with long print runs. If a second colour is available, do not spatter it throughout the text. Use it mainly to help people navigate, perhaps by applying it to all headings or to one level of heading. It can also add impact, say on a front cover. Be careful: one early plain-language insurance contract was printed in four-colour process and included

FIGURE 1

AGREED BANK CLAUSE
INDIA REPUBLIC INSURANCE LTD
Attached to Fire Policy No.

It is hereby declared and agreed:-

1. that upon any monies becoming payable under this policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interest of other parties insured hereunder shall be received by the Bank as Agents for such other parties.

2. that the receipts of the Bank shall be at complete discharge of the Company thereiore and shall be binding on all parties insured hereunder

N.B, : The Bank shall mean the first named Financial institution/Bank named in the policy.

3. that if and whenever any notice shall be required to be given of other communication shall be required to be made by the Company to the insured or any of them in any matter arising under or in connection with this policy, such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.

4. that any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the insured or any of them arising under or in connection with this Policy, if made by the Bank shall be valid and binding on all parties insured hereunder, but not so as to impair the rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.

5. that this insurance so far only, as it relates to the interest of the Bank therein shall not cease to attach to the insured property by reason of the operation of the condition (3) of fire policy except where a breach of the condition has been committed by the Bank or its duly authorised agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to upon or in any building hereby insured or any building in which the goods insured under the policy are stored without the knowledge of the Bank, proviped always that the Bank shall notify the Company or alteration or increase of hazard not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company the necessary additional premium from the time when such increase of risk first took place and

6. it is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this policy and shall claim that as to the Mortgagor or Owner no liability therefore existed, the Company shall become legally, subrogated to all the rights of the Bank to the extent of such payment but not so as in impair the rights of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any party or parties insured hereunder or from any securities or funds available.

NOTE: in cases where the name of any Central Government or State Govt. owned and/or sponsored Industrial Financing or Rehabilitation Financing Corporation and/or Unit Trust of India or General Insurance Corporation of India and/or its Subsidiaries or L.I.C. of India is included in the title of the Fire Policy as mortgagees, the above Agreed Bank clause may be incorporated in the policy substituting the name of such institution of place of the word 'Bank' in the said Clause.

N.B. : Insurers may delete condition 5 above while attaching above clause to Fire Policy A & B.

FIGURE 2

Clearer Insurance Co

29 Greenery Street, Hill Station, AP, India
Tel: 555555 Fax 6666666 Web ciccic.com

Bank Clause
Attached to Fire Policy No.

The following matters are agreed between us and the bank.

1 Meaning of words

(a) 'We' means Clearer Insurance Co.

(b) 'Bank' means the first-named financial institution or bank stated in the policy schedule. If any or several of the following are named in the policy as mortgagees, their name takes the place of 'bank' in this Bank Clause: any industrial financing or rehabilitation financing corporation owned or sponsored by the Central Government or State Government of India; Unit Trust of India; General Insurance Corporation of India or its subsidiaries; Life Insurance Corporation of India.

(c) 'Policy' means the Fire Policy numbered above.

(d) 'Other insured parties' means any or all of the parties insured by the policy, except the bank.

2 Payment to the bank

We must pay the bank any money payable under the policy. Any part of the money that relates to the interest of other insured parties is received by the bank as their agent. The bank's receipt for the money completes our obligations in that matter. The receipt is binding on the bank and other insured parties.

3 Communications

If we must give the insured any communication relating to the policy, the communication is treated as given to the insured if we give it to the bank.

4 Disputes

If the bank makes any adjustment, settlement, compromise or reference to arbitration in relation to any dispute connected with the policy, then it is valid and binding on all the insured parties. This does not affect the bank's rights to recover the full amount of any claim it makes against other insured parties.

5 Relationship of policy condition 3 to the Bank Clause

When condition 3 of the policy operates, the Bank Clause remains attached to the insured property as far as it relates to the bank's interest in the insured property, unless condition 3 has been breached by the bank or its authorised agents or servants.

The Bank Clause remains valid even if, without the bank's knowledge:

(a) an act or omission by other insured parties has led to an increased risk; or

(b) something has been done to, upon or in any building insured by the policy or any building in which goods insured by the policy are stored.

However, the bank must notify us as soon as it becomes aware of any alteration or increase of risk not permitted by the insurance. On demand, the bank must pay us any extra premium from the time of the alteration or increase of risk.

6 Subrogation

If we make a payment to the bank for loss or damage under the policy, and claim that we therefore have no liability to the mortgagor or owner, then we may take over all the bank's rights to the extent of the payment ('subrogation'). But this does not affect the bank's rights to recover the full amount of any claim against the mortgagor, owner or other insured parties or from any securities or funds available.

7 Optional deletion

Insurers may delete paragraph 5 when attaching the Bank Clause to Fire Policy A and B.

tasteful colour photos. It looked so good that some policyholders chucked it away on receipt, thinking it was merely sales literature.

Paper

The quality of paper also affects the final appearance and feel. What you use depends on budget and the conditions under which the document will be used. Heavy, gloss papers tend to be expensive and may make the type hard to read in certain lighting conditions. Thin papers create an unacceptable amount of show-through when printed on both sides.

Cost

Decent layout will cost more in terms of time or professional input, but the work has to be done, so it might as well be done properly. A poorly laid out form, for example, may substantially impair readers' performance and this adds to administrative costs if it has to be returned for re-completion. Government departments reckon that the cost of laying out and printing a form is as little as half of one per cent of the cost of administering it after completion. A life insurance policy might cost 20 pence (US40¢) to print, yet the first year's premiums could easily be a thousand times that. So good layout is unlikely to add significantly to costs.

An example

Figure 1 shows a legal document from an Indian insurance company. As I understand it, the document sets out an arrangement whereby the company, which is insuring a property owner against fire etc, agrees to pay the proceeds of any claim to the mortgagee of the property, usually a bank. The audience is mainly insurance and business people, to whom some of the concepts may be familiar.

The original document comes on an A4 sheet and is reproduced here at actual size. The type size is reasonable but there is little space between lines, no space between paragraphs, no headings, and the left-hand edge is broken up by miscellaneous notes. On the whole it looks unkempt and sorry for itself, an impression confirmed by numerous typographical errors in the text. The legalistic style might also dismay *Clarity* readers.

Figure 2 shows a first-draft revision of the text and a new layout. It was designed to act as a talking point among insurers in India, where insurance documents sometimes look off-putting. Of course, I could just have taken the existing text and applied decent layout principles to it, but this would merely have heightened deficiencies in the text. The rewrite

process enabled definitions and other like material to be grouped, headings to be inserted, the savaging of long sentences and the slaughter of *hereunders*.

In the layout work, I decided to stick to one side of A4 but use more of the page. The decorative features are formal and minimal. The main text is fully justified and set in 11.75-pt Plantin (a serif font) with headings in Foundry Sans Bold at the same size. The number of characters and spaces to the line is above the optimum range (at about 90), but I have tried to compensate by using leading of 3.25-pt. There is no need for paragraph spaces between listed items in this kind of document, and I prefer to keep listed items ranged left but with the text on a small constant indent or tab – in this case 6mm.

Many of these decisions are reached by trial and error, by repeatedly changing one element in the design to see what works well and what fits. In former times, this was difficult and expensive. The designer had to "cast off" the type using complex tables to calculate what would fit. Nowadays, the software can do most of the measuring for you.

Footnotes

1 *Health and Safety at Motor Sports Events*, HGS 112, HSE Publications.

2 *The Secret Life of Paintings*, R Foster and P Tudor-Craig (Boydell Press 1994).

3 The points on legibility are distilled from *Typography*, R McLean (Thames and Hudson 1988). They are also set out briefly in chapter 20 of *The Plain English Guide*, M Cutts (Oxford University Press, second edition 1999), on which parts of this article are based.

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Clarity in EC legislation

The text of a 28 January 2000 talk by Martin Cutts to the European Commission's Translation Unit

I want to start by advancing a very simple proposition: that European law should be as clear as people can make it.

Now I know there is much that militates against clarity. There is the complexity of many human affairs, the inventiveness of people wishing to evade the law, the pressure of deadlines on writers and translators, and the need for politicians to be able to present draws and defeats as resounding victories to their home parliaments.

But when all's said and done, European law should still be clear. Otherwise, what it is all for, all that talking and consulting and negotiating and meeting and writing?

If European law is obscure, it can neither be translated accurately and precisely, nor accurately transposed into national law. And when people do not know where they stand in relation to the law, they must put their trust in professional advisers such as lawyers before deciding how they can and cannot behave, including how they can and cannot trade. Now many lawyers are of course fine and wonderful people, and some of them are even coherent writers, but the idea of putting your entire trust in any lawyer is, to me, terrifying. Yes, as a consumer or business person, you sometimes need a lawyer's professional wisdom and experience, but you will still need to understand the issues pretty well yourself. After all, it will be you that instructs your lawyer what to do on your behalf. So you need to have at least a reasonable grasp of what the actual text of the law says, just as you would with a contract you are about to sign.

Like a poor man's Martin Luther King, I have a dream. It is that every person of reasonable intelligence and literacy may sit at their kitchen table and open a small book or CD-Rom in which the most important laws that govern them are clearly and simply written in their original, unabridged form. I have that dream. But we stand a long, long way from making it reality. Indeed, I sometimes think the prospect is daily receding.

Of course, it is a platitude of ancient origin that the law should be clear. In the 1600s, the English king, Edward VI, was moved to grumble, 'I would wish that the superfluous and tedious statutes were made more plain and short, to the intent that men might better understand them'. He didn't live very long after that, probably poisoned by some legally trained courtier who foresaw the disappearance of his livelihood. And in 1713, King Charles XII of Sweden, while commanding his troops in Eastern Europe, dictated the following ordinance for the royal chancellery in Stockholm:

> 'His Majesty the King requires that the Royal Chancellery in all written documents endeavour to write in clear, plain Swedish.'

Few people dissent from the idea that the law should be clear. I have never met a politician or lawyer who advocated prolixity and fog. Yet prolixity and fog is often what we get, and the enormous cost is borne by taxpayers. Indeed, it would be possible to calculate a fog tax, being the proportion of the total tax bill that every household pays for simple ideas to be churned up in a Complicating Machine and spread like slurry throughout all the institutions of national and European government, before having to be expertly defogged by specially appointed clarity commissioners.

Clarity has its costs, too, both in time and money, and those costs tend to be front-end loaded – that is, charged at the outset. This is one reason why fog flourishes; its costs are often deferred into someone else's budget or into another financial year, while its real originators disappear into retirement or gain promotion. And the costs of obscurity are usually far higher than the costs of clarity. In the UK we have six thousand pages of tax law alone. The cost of compliance is said by industry to be over £4billion a year. A good part of that cost goes on people trying to understand what the law means. In 1995 the UK tax collection department, the Inland Revenue, finally recognised this problem, prompted by tax and accountancy experts who said they could no longer sensibly advise their clients because the law was too opaque. The Revenue set up a £25-million project to rewrite the entire body of tax law into plainer English. More than 40 people, including some of the finest brains from our parliamentary counsel's office, are at this very moment toiling away on it. In effect, the draftsmen are rewriting their own work. They are facing a near-impossible task – to capture the almost exact equivalent of the original text but in simpler language.

I would argue that in the process of revision into plainer language it is usually impossible to provide exact equivalence of any but the most obvious points. There are nearly always gains and losses. So we should not look for exact equivalence. But we should know what the gains and losses are, decide whether they matter, and if necessary, find ways of minimising them.

In other areas too, the UK government is aiming for clarity in the law. The Lord Chancellor, Lord Irvine, has decreed that unusual Latin and mediaeval expressions must disappear from our civil courts. So it is goodbye to our old friends *res ipsa loquitur, mutatis mutandis, certiorari* and *mandamus*, and cheerio to *plaintiff*, too, who has now become a mere *claimant*.

In the USA, the clarity bandwagon is rolling, prodded into action by ardent campaigners. In 1998 President Clinton signed a White House memorandum calling on executive agencies and federal departments to use plain language:

> The federal government's writing must be in plain language. By using plain language, we send a clear message about what the government is doing, what it requires, and what services it offers. Plain language saves the government and the private sector time, effort, and money.
>
> Plain language requirements vary from one document to another, depending on the intended audience. Plain language documents have logical organization, easy-to-read design features, and use:
> - common, everyday words, except for necessary technical terms;
> - 'you' and other pronouns;
> - the active voice; and
> - short sentences.
>
> To ensure the use of plain language, I direct you to do the following:
> - By October 1, 1998, use plain language in all new documents, other than regulations, that explain how to obtain a benefit or service or how to comply with a requirement you administer or enforce. For example, these documents may include letters, forms, notices, and instructions. By January 1, 2002, all such documents created prior to October 1, 1998 must also be in plain language.
> - By January 1, 1999, use plain language in all proposed and final rulemakings published in the Federal Register, unless you proposed the rule before that date. You should consider rewriting existing regulations in plain language when you have the opportunity and resources to do so.
>
> The National Partnership for Reinventing Government will issue guidance to help you comply with these directives and to explain more fully the elements of plain language. You should also use customer feedback and common sense to guide your plain language efforts.

So there is progress, and it is good to see that the Translation Unit's Fight the Fog campaign is still going strong at EU level. Fog billows up exponentially as more languages use it, so the likely accession of additional member states must make the campaign even more necessary.

I want to set out four principles for clear EU legislation, and I hope that later you will suggest some more.

1. An EC directive should not be dumped anonymous on the doorsteps of the national parliaments: it should have a name, not just a number.

2. An EC directive should not seem pointless, even to a casual reader: its purpose should be stated early and clearly.

3. An EC directive should not be like Cape Horn, navigable only to the expert and the intrepid: its material should be arranged so that people can easily find the part they want and see how it fits into the whole story.

4. An EC directive should not invite us to bow down and worship at the shrine of its archaic language and mysterious syntax: it should be written in modern, straightforward words and constructions.

People say legal documents are complex. So they can be. But more often than not, when you examine the document closely, you see that the complexity arises far less from mysterious ideas than from unusual language, tortuous sentence construction, and disorder in the arrangement of information. In other words, the complexity is mainly linguistic and structural smoke created by poor drafting practices.

That is what we are here today to investigate, and I want to start that investigation by asking you to examine a recent piece of EC law, the Safety of Toys Directive.

(There followed a discussion of the wording and structure of the directive. Later, there was discussion of a plainer-language version of the same directive, drafted by Plain Language Commission.)

27 June 2000

Martin Cutts *is a Research Director in the Plain Language Commission in High Peak, England.*

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How the U.S. Federal government is convincing its employees to switch to plain language

An overview by Joanne Locke

This article is based on Joanne Locke's presentation at the February 2000 Plain Language in Progress Conference – the third biennial conference sponsored by the Plain Language Consultants Network (not to be confused with the Federal government's Plain Language Action Network (PLAN), of which the author is a member. You can visit the PLAN website at www.plainlanguage.gov.

The past

At the time of your last conference in 1997, U.S. Federal employees had received two Presidential orders about the need for clearly written regulations:

- A 1993 Executive Order (#12866) that said, "Each agency shall draft its regulations to be simple and easy to understand, with a goal of minimizing the potential for uncertainty and litigation arising from such uncertainty." Not much seemed to change as a result of this Order.

- A 1995 memo to heads of Federal departments directing them to "conduct a page-by-page review of all your agency regulations now in force and eliminate or revise those that are outdated or otherwise in need of reform." The response to this directive was mostly to eliminate regulations, not revise them.

But the 1997 conference attendees did learn from Joe Kimble that the Vice President's *Reinventing Government* office was promoting plain English. That office sent a proposal to the White House that – if signed – would require Federal agencies to adopt a reader-friendly approach in writing for the public. As *Clarity* readers know, the President signed a formal memorandum on June 1, 1998.

Plain language in the U.S. Federal government today

Thanks to Annetta Cheek and her committed colleagues (some call them zealots) throughout the government, we've made *real* progress since the President issued his memo in the summer of 1998. Vice President Gore put the plain language initiative under his *National Partnership for Reinventing Government* (NPR) umbrella. He realized that writing plainly would be one sure way to make government "work better and cost less."

The Vice President's own memo was a four-sentence plain language classic:

> Here is the guidance we promised when the President issued the plain language presidential memorandum on June 1. This is a critical initiative that is important to me. I expect you to make it happen. If you need some help getting started, call NPR at 694-0075.

Early successes

In the United States, the Federal agencies that routinely communicate directly with our citizens were often the first to begin writing more plainly. Many of these agencies started to improve their written messages before 1998. Now they are often the most involved in plain language efforts perhaps because they see the payoff quickly. For example:

Veterans Benefits Administration

The VBA developed a program called "Reader-Focused Writing" (described in Clarity 43). In June 1999, they began training 9,000 of their 11,000 employees in this program. The easy-to-understand, more plainly written letters they now send result in fewer calls to the VBA and more correct responses to their requests for information from our veterans.

Social Security Administration

The SSA routinely corresponds with most past and present workers in the United States.

When its message is understood, SSA receives fewer follow-up phone calls and office visits. Therefore, the agency is providing:

- Plain Language training and a desk reference for all employees.

- Plainly written "Social Security Statements" that give an estimate of how much a person's Social Security benefit will be. More than 125 million workers will receive this statement annually. This new notice won the Vice President's Plain Language Award in October 1999.

Current successes

Here's a sampling of what some other Federal agencies are doing with plain language.

Environmental Protection Agency

The EPA is investing $150,000 in a Stylewriter pilot to Americanize a writing tutorial and test an editor software program.

Department of the Interior

This department has led the way in publishing many final rules in plain language. Its employees

have volunteered their time and expertise to train hundreds of staff in other Federal agencies to write clearly.

Office of Personnel Management

This agency that manages Federal employees is taking a lead role in plain language. For instance, every year OPM has an open season for Federal employees to join or switch their health- insurance plans. In 1999, OPM's health-insurance booklets clearly stated they are beginning to use plain language to help employees understand their options. This February, the OPM Director sent out memos telling her staff, "Write regulations in plain language. Otherwise, I will return them."

In the works

Watch for big improvement from these agencies:

Health Care Finance Administration

The agency that is responsible for Medicare and Medicaid is making sure its letters, pamphlets, and website pages are written in plain language.

Internal Revenue Service

The IRS promises that instructions for filing taxes will soon be "drastically improved."

Department of Education

The department is working to have its Student Financial Aid forms online and "plainer" this year. In their current version, these forms are so difficult to complete that high schools across the nation routinely offer evening sessions to help parents figure them out.

Regulations

Most PLAN members agree that persuading folks to write Federal regulations in plain language is our most daunting challenge. But we do have some brave feds who have published some excellent examples, and who are asking others to comment on these early efforts to use plain language in regulations. For example:

Department of Transportation

In December 1998 the department published a "test" proposal using revolutionary new format techniques, that includes:
• Staggered indentation
• Blank half-lines between paragraphs
• Centered headings
• Bullets in preamble summaries

Occupational Safety & Health Administration

In November 1999 the OSHA published a regulation on its ergonomics program that was written in plain language.

Office of the Federal Register

In the past, regulation writers used the style and format that was accepted by the Federal Register. This was usually very difficult to read and understand. In the past year or so, however, this Office has been encouraging agencies to experiment with new, easier-to-read format techniques. They are also inviting comments on the regulations that use these techniques, and they are planning to redesign the printed format of the Federal Register this year.

Food and Drug Administration

FDA, my agency, published the codified part of the Veterinary Feed Directive in the summer of 1999. This was our first plainly written document published in the Federal Register. FDA now has dozens of plainly written regulations and guidance documents heading for publication.

American Bar Association

NPR was also delighted to receive a copy of the ABA's August 1999 resolution urging all Federal agencies "to use plain language in writing regulations, as a means of promoting the understanding of legal obligations."

The Office of Management and Budget

This Office could have a major impact government-wide on increasing the number of plainly written documents in the Federal Register, since many Federal employees perceive OMB to be the most influential trendsetter in this area. They now have a task force working to revise "information collection" regulations into plain language, and they are revising some of their (formerly very bureaucratic) policy memos.

Food & Drug Administration

We've had the most fun in making Plain Language come alive for our staff – even thought we had to tackle regulation-writers, lawyers, and scientists all at the same time. Here's a quick look at what we did:

1. We started with an action plan, as required by the Vice President, and we made sure FDA's leadership supported it. We recently revised the plan to include more recognition of employee efforts to write clearly.

2. We held an agency-wide slogan contest, to familiarize staff with the plain language initiative. We received ideas from more than 160 employees. The winner received a day off. His slogan – "FDA Plain Language: It's the Write Idea" – became the theme for our poster to promote plain language. The poster then became the home page of FDA's plain language intranet site. We use the site to answer questions about

plain language, provide links to the NPR Plain Language site, and to post examples of plainly written FDA documents.

3. FDA leaders strongly support this initiative. In 1999, the Commissioner wrote an "all hands" memo to staff, stating "My goal is simple. I want everyone who receives an FDA *Federal Register* document or information about complying with an FDA requirement to understand what they read the first time they read it." She also videotaped an introduction to FDA plain language training sessions, offering encouragement and stating her expectation that FDA will succeed in writing documents plainly.

4. FDA staff have been given the opportunity to attend a wide variety of training in plain writing. More than 800 have already participated. We have used in-house staff, volunteer trainers from other agencies, contractors, and a training video. Workshops on writing regulations are being held in the FDA centers. Last spring, FDA sponsored a satellite broadcast, available nationwide, that gave an overview of how to write plainly.

5. FDA is piloting an editor software program and comparing experiences with other agencies that are testing it.

6. As *Clarity* readers know, the Vice President rewards Federal employees who take poorly written documents and rewrite them plainly and clearly. He calls his award the "No Gobbledygook Award." He selects the winners himself and, during the first year of the contest, personally presented the award at monthly White House ceremonies. FDA won the award three times in 1999, more than any other agency so far.

This is not to say that every single FDA employee is committed to the plain language initiative. Some staff simply resist change. Others think plain language is a fine idea, but believe we've managed just fine so far without it. They aren't convinced it's worth the time and effort necessary to master this writing style. But we are winning converts every day.

What's worked best in FDA (and other agencies, I'm sure) is finding the champions, the true believers – particularly among attorneys, regulation writers, and senior staff at all levels of the agency. What also helps is making good examples readily available to share with others. We do this on our website.

How other governments help

I am happy to be here to learn how to continue and accelerate our successes. It will be an incentive to the U.S. writers to know that other nations are working toward the same goal of plainly written documents. We are especially interested in our trading partners, such as Canada, New Zealand and Australia, and members of the European Union.

We learned that Sweden has official language-experts assigned to all the government departments. So we are looking forward to January 2001, when Sweden has its turn to be in charge of the EU for six months. They hope to use this opportunity to try to influence other EU countries to write their international documents in plain, less bureaucratic language.

What about tomorrow?

As we look beyond the current administration, we are hoping to build communities of practice around common challenges to good customer service. We believe that certain initiatives – such as plain language – begun during this administration make so much good business sense that it will not be difficult to sell them to the next administration.

We are also working hard to get the word out that government reinvention is making a difference and that plain language is a bipartisan effort the American people deserve. Members of the Plain Language Action Network are pitching our story to the trade press in the science and legal communities and to major media, such as *The New York Times*. We believe that once the public demands clear, understandable writing, we'll have a much easier time persuading all our colleagues in the government to deliver it.

__Joanne Locke__ was selected be FDA'S Plain Language Coordinator in 1998. She joined FDA in 1994, where she has been a Policy Analyst in the Office of the Commissioner's Executive Secretariat.

Late note: The National Partnership for Reinventing Government is scheduled to cease operations in January, after several very successful years that we have described in this article and in previous issues.

Legislative document design in Connecticut

By Larry Shapiro

For the 1999 session, the Connecticut General Assembly adopted a completely new style and format for bills and amendments, to make them easier to read and use. The new documents were developed by a team of bill drafting attorneys and administrative staff from the General Assembly's Legislative Commissioners' Office (LCO), in conjunction with staff of the General Assembly's Office of Information Technology. Marcia Goodman, LCO Director, organized the LCO team and I facilitated it.

The style and format of Connecticut's bills and amendments had not been updated since the introduction of word processing in the 1970's. Because of software limitations, the documents lacked an official Connecticut style and were hard to read and understand. In a fast-paced legislative environment, readers were often unable to quickly identify the documents or find and use essential content.

The opportunity to redesign bills and amendments arose from the planned conversion of our bill drafting software, from a pre-Windows system to *Microsoft Word*, for the 1999 session. *Word* gave us an array of new document design tools – multiple fonts and font sizes, distinctive headers and footers, highlighted text, and graphics.

In anticipation of the conversion, the LCO team analyzed our existing documents, pored over fonts and developed a couple of prototypes. But we lacked the expertise to answer many design questions: Which fonts are the most readable for bill titles and text? Are paragraphs easier to read when justified or unjustified? And how do we combine various design elements into a coherent, attractive and readable document?

We hired a document design consultant, Carolyn Bagin, president of the Center for Clear Communication, whom we located through the LSSS listserv. Carolyn is the former director of the Document Design Center of the American Institutes for Research and has designed forms for numerous government agencies and Fortune 500 companies.

We briefed Carolyn on the factors we wanted her to consider in redesigning our bills and amendments (e.g. readability for stressed-out, sleep-deprived legislators and staff). Carolyn advised us on readability studies, mercilessly critiqued our documents and prototypes, and

redesigned several bill and amendment templates. We worked with her in fine-tuning the redesigned templates – selecting from various options she provided and making changes consistent with Connecticut practices – and submitted them to legislative leaders for approval.

The leaders accepted the redesigned templates, with some legislative compromises. Then our team and IT staff extended the new designs to the remaining two dozen bill and amendment templates, while making additional changes required for processing and printing bills and amendments. We implemented all the new templates for the 1999 session.

Here's what we learned about redesigning legislative documents – both the applicable design principles and the compromises needed to carry out the redesigns:

1. Highlight the most important information.

We determined that the first thing our readers want to know, when picking up a legislative document, is the type of document they are looking at and the number of the document (e.g. Raised Bill No. 5732). As a result, we made this information the most prominent element of each document by placing it in the upper right portion of the document, in very large, bold type.

Our team's original prototype was different – it highlighted the state name and the state graphic by centering them at the top of the page and making them large. But Carolyn pointed out that most of our readers would be expecting to read a Connecticut legislative document. She advised us to make the state information less prominent by moving it to the left, across from the document type and number, and making it smaller.

2. Add white space to make the document more "user-friendly."

White space opens up the document and assists the reader in locating specific elements of the document. We added white space between the heading and the title to make both stand out. (A legislative tradeoff: We planned on even more white space here but cut it back so that more short bills and amendments would fit on one page.) We also added white space to the left and right margins.

3. Chunk the information in the text of the bill.

In most of our old documents, the spacing between paragraphs was the same as the spacing between lines within a paragraph (1.5 spacing on

most documents). Each page was a continuous stream of text and it was difficult to quickly find particular provisions.

Carolyn recommended making each paragraph a "discrete block of information" by increasing the spacing between paragraphs and decreasing the spacing between lines within a paragraph. "Doing this will help readers skim more naturally and will ease their quick movement through the document", she wrote. "It will also give them predictable resting places for their eyes to stop so they can take a break from pages of endless gray."

We adopted this recommendation by increasing the paragraph spacing from 1.5 to 2.0 (double) spacing and reducing the line spacing from 1.5 to 1.2 spacing. This dramatically improved the readability of our documents. I noticed that in committee meetings and floor debates, this helped legislators to quickly scan bills or amendments to find specific provisions. (Warning to the compulsively-minded: *Microsoft Word* has 99 line spacing options between single and double spacing!)

4. Use a sans serif font for document names, titles, headers and footers; use a serif font for document text.

There are two classes of fonts – sans serif and serif. Sans serif consists of simple, plain letters, e.g. Arial. Serif has fine lines that finish off the main strokes of the letters, e.g. Times New Roman or Book Antiqua.

Carolyn recommended a sans serif font for information that readers need to quickly identify documents – document names, titles, headers and footers. Sans serif catches the reader's eye, especially when bolded.

On the other hand, studies generally show that a serif font is easier to read for blocks of text, e.g. the body of a bill. But sometimes readability is in the eye of the beholder: Some studies have found no significant readability difference between serif and sans serif. Carolyn told us this may be cultural – Americans generally prefer serif for blocks of text while Europeans prefer sans serif. She favored serif.

As the accompanying sample shows, we followed Carolyn's advice, using a sans serif font (Arial) for document identifying information and a serif font (Book Antiqua) for document text. We chose Book Antiqua for its elegance and specific characters (e.g. distinguishing between one's and letter l's).

5. Contrast different elements of a document.

Another reason for using both sans serif and serif fonts in the same document is to create a contrast between different elements of the document. A contrast enables the reader to quickly distinguish between two or more elements (e.g. title and bill text) or pick out a particular element (e.g. the recorded vote at the end of a bill).

In addition to using different fonts, there are several ways to create a contrast: Vary the font size, use bold or italicized text, vary the line spacing, place text in a box and separate text with black lines.

Two caveats from our experience: First, too much contrast overwhelms the reader. Second, too much contrast overwhelmed our secretaries, who are under constant pressure to process documents quickly. Carolyn recommended that the introductory text to a section of a bill (e.g. "Section 1. Section 4-12 of the general statutes is amended…") be bolded and have reduced line spacing in contrast to the bill text in the succeeding paragraphs. But this meant additional keystrokes and proofreading for our secretaries, which slowed down bill processing. We had to drop those improvements.

6. Avoid using all upper case letters.

Carolyn advised us that research has shown that all-upper case text is harder to read, comprehend and proofread than text that uses both upper and lower case letters: "When words are presented in all capital letters, their envelope [i.e. the outside of the words] is uniform, making it difficult to decipher the letters. When words are presented in upper- and lower-case type, we are better able to use the shape of the word to identify it."

We followed this advice by changing bill titles and committee names from all- upper case letters to capitalizing only the first letter of each word. We also changed how documents show proposed additions to existing statutes, from all upper case words to underscored lower case words.

7. Use proportional spacing.

Our old software used the same amount of space for each letter in a word , regardless of its width (e.g. an "i" or a "w"). This resulted in uneven amounts of white space between different letters. Microsoft Word uses proportional spacing, which eliminates the extra white space between letters. This makes each word a more cohesive block of letters and easier to read.

Proportional spacing also allows more text to fit on a line, which enabled us to narrow the field of text and add white space in the left and right margins without using more paper.

8. Set a ragged right margin for text instead of right justification.

A word processing program justifies the right margin of text by inserting extra white spaces between words. This artificial separation of words breaks up the flow of words on a line and is tiring to read.

On the other hand, a document with a ragged right margin has equal spaces between the words. This makes the text flow more naturally. And by varying the length of each line, the ragged right margin helps the reader to separate and identify the lines while making the document more inviting. (Compare this paragraph with the next one.)

Carolyn's recommendation that we use a ragged right margin for bills and amendments was controversial. The practice of right-justifying important documents predates the invention of movable type, to the time of scribes. Some legislators and staff were more comfortable with the even right margins of justified pages, especially when scanning. As a result, we had to modify the final templates to incorporate right justification.

9. Use distinctive headers and footers to identify the documents.

We took advantage of *Word's* "Headers and Footers" feature to add additional identifying information on the inner pages of bills and amendments. The legislators liked these enhancements because the headers and footers made it unnecessary to flip back to the first page to identify a document.

We also highlighted headers and footers through bolding and italics. Carolyn also recommended extending the headers and footers into the right margin, past the end of the bill text, to give them added emphasis. We tried this but had to pull the headers and footers back to the margin to facilitate the reduction of documents for printing and public distribution.

By the end of the project, we were quite a bit wiser about document design, but glad to get back to bill drafting! If you'd like additional information, give me a call (860) 240-8410 or send an e-mail (larry.shapiro@po.state.ct.us).

GENERAL ASSEMBLY

Raised Bill No. 5732
January Session, 1999 LCO No. 3228

Referred to Committee on Judiciary

Introduced by: (JUD)

An Act Concerning Landlord and Tenant.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. Section 53a-117e of the general statutes is repealed and the following is substituted in lieu thereof:

(a) A tenant is guilty of criminal damage of a landlord's property in the first degree when, [with intent to cause damage to tangible property of the landlord of the premises and] having no reasonable ground to believe that he has a right to do so, he intentionally or recklessly damages [such] the tangible property of the landlord of the premises in an amount exceeding one thousand five hundred dollars.

(b) For the purposes of this section, "tenant", "landlord" and "premises" shall have the meanings set forth in section 47a-1.

(c) Nothing in this section shall preclude prosecution of a person under any other provision of the general statutes.

(d) Criminal damage of a landlord's property in the first degree is a class D felony.

STATE OF CONNECTICUT

Raised Bill No. 5732	Page 4
Referred to Committee on JUDICIARY	5
LCO No. 3228	6
Introduced by (JUD)	7
General Assembly	8
February Session, A.D., 1998	9
AN ACT CONCERNING LANDLORD AND TENANT.	11

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. Section 53a-117e of the general statutes is repealed and the following is substituted in lieu thereof:

(a) A tenant is guilty of criminal damage of a landlord's property in the first degree when, [with intent to cause damage to tangible property of the landlord of the premises and] having no reasonable ground to believe that he has a right to do so, he INTENTIONALLY OR RECKLESSLY damages [such] THE TANGIBLE property OF THE LANDLORD OF THE PREMISES in an amount exceeding one thousand five hundred dollars.

(b) For the purposes of this section, "tenant", "landlord" and "premises" shall have the meanings set forth in section 47a-1.

(c) Nothing in this section shall preclude prosecution of a person under any other provision of the general statutes.

Plain language at Clarica

By Susan Milne

Background

Clarica is a 130-year old Canadian financial services company providing life and group insurance and a full range of savings and retirement plans. We have 7,500 staff and agents in 90 offices, and nearly 2 million retail insurance customers. We insure one in ten Canadians.

Up until last year, our documents were similar to most large financial institutions – more company-centred than reader-centred. And we were pretty low key and didn't do much corporate advertising. All this changed in the past year.

In July, 1999 we demutualized and became a stock company. We changed our name from The Mutual Group to Clarica, based on a new principle, *Clarity through dialogue*. We also launched a national advertising campaign with the theme *There's a lot to be said for clarity*. By doing so, we made a public commitment to clear dialogue and plain language.

Clarity through dialogue

We developed this new approach from research confirming that customers see financial decisions as overwhelming and confusing. They told us they needed someone who would listen and understand their concerns and financial goals, and help them make sound financial choices. We sympathised with this and promoted ourselves as a company which listens and understands. At the same time, we found there was a lack of plain language in our administrative writing – contracts, statements, and letters.

As a result, Clarica's internal directive is that:

- all new documents will be written in plain language, and

- we will improve our staff's plain language skills.

Each department is responsible for prioritizing high-volume, high-visibility documents and rewriting them in plain language. There are no deadlines. We've chosen to encourage enthusiasm for plain language by selling its benefits, rather than by enforcing quotas.

New documents created in plain language

The policyholder guide

The first major document Clarica wrote in plain language was the 90-plus page policyholder guide, which we were required to send to all policyholders when we demutualized and became a stock company. We checked the industry to see what other companies had done, and found some examples that convinced us we could do our guide in plain language. To help us with this large project, we contracted with Simplified Communications Group, Toronto, for writing and design expertise.

The drafting process took longer than anticipated because we had to wait for the federal government to write the regulations governing our demutualization process. In the end, it took more than a year to complete our guide. We wanted to help the reader as much as possible through difficult material, so design played an important role. For example, we structured the guide in two parts: overview and details. In addition, pages were formatted and colour-coded by section for easy navigation. We used "you" and "we" in the text and minimized jargon. And we actually received initial feedback that sentence length was a bit short!

Insurance contracts

Since demutualizing, we have developed several new plain language insurance policies. Contracts are drafted by a committee of actuaries, lawyers, and business and compliance experts. A consultant from Simplified Communications was a member of the drafting committee for several contracts. Now that committee members have developed their plain language skills, we have less need for external consultants.

Please see the two excerpts from our custom term life insurance policy on the next page (page 18).

Other documents created in plain language

We've also written our *Code of business conduct* and several major customer statements in plain language. Below is a "before and after" look at how we used plain language to clarify one version of an outdated, standard form release agreement.

Building skills through training and coaching

We created the role of plain language practice leader, with a mandate to build skills with workshops, coaching and consulting. In addition, we identified about two dozen interested plain language "champions" to help when needed. The group meets monthly to share ideas and to report successes.

Since last April, nearly 1,800 people have attended a 1-hour awareness session or a 3- hour workshop (based on the amount of writing they do). To support the training, we've widely distributed reference cards containing plain language tips and replacement words. Our byline is "It's the responsibility of the writer to be clear, not the

Before

This policy may be converted to a permanent insurance policy on the Life Insured without evidence of insurability. This application for conversion must be submitted with this policy on or at any time before the Final Conversion Date.

After

You may convert this policy to a permanent life insurance policy on the life of the insured person without giving us new evidence of insurability.

To do so, you must send us an application on or before the policy anniversary immediately following the insured person's 65th birthday. This is called the final conversion date and is shown at the beginning of your policy under the heading Policy particulars.

Before

This policy terminates on the Expiry Date of the Principal Insurance shown on the Policy Particulars page. Any amount in the Premium Fund will be refunded to you on the Expiry Date.

After

If your policy hasn't ended for any other reason, your policy automatically ends on the policy anniversary immediately following the insured person's 75th birthday. This date is shown at the beginning of your policy under the heading Policy particulars. There are no longer any benefits payable under this policy after the date your policy ends. On that date, we'll refund the balance of your withdrawable premium fund.

Before

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS that _____ (hereinafter referred to as the "Releasor") for and in consideration of the modifications to life insurance policy _____ set out in Schedule A attached hereto, remises, releases and forever discharges THE MUTUAL LIFE ASSURANCE COMPANY OF CANADA, its directors and officers, its employees and its agents (hereinafter referred to as the "Released Parties") from any and all claims, demands, causes of action, rights, obligations, damages, solicitor fees, costs and liabilities of any nature whatsoever, whether known or not known, suspected or claimed, which the Releasor ever had, now has, or may claim to have against the Released Parties, including, without restricting the generality of the foregoing, any rights or claims related to or arising out of life insurance policy _____ except a claim or claims for policy benefits provided by that policy and any other policy of life insurance where the Releasor is an insured or beneficiary.

[Note: this release went on for another 1 1/2 pages and included an attached Schedule.]

After

RELEASE AGREEMENT

Clarica Life Insurance Company ("Clarica") and Mr. Policyholder agree to resolve a dispute involving the sale of life insurance policy #LI -1234,567-8 ("the Policy") on the following terms:

Mr. Policyholder agrees to:

1. Release Clarica and its past, present and future directors, employees and agents from any claim relating to the sale of the Policy.
   point, and
   point.

2. In exchange, Clarica agrees to:
   point, and
   point.

I, Mr. Policyholder, reviewed this release agreement and I understand and agree to its terms.

Date: _____

_____   _____
Mr. Policyholder   Clarica's representative

responsibility of the audience to interpret." Other resources include a plain language Intranet site, and biweekly tips in the company's newsletter.

Industry developments supporting plain language

Consumer demand for plain language is growing. Here are three recent developments in the financial services industry:

- On February 1, 2000, the Canadian Securities Administration required all mutual fund prospectuses to have a standard format and be written in plain language, to make it easier for consumers to compare information among companies.

- The Canadian Bankers' Association will rewrite mortgage disclosure documents in plain language by the end of 2000, and all other mortgage-related documents by 2005.

- The federal Department of Finance is developing model plain language loan disclosure documents for adoption on a voluntary basis. The loans include credit card contracts and applications, personal lines of credit and automobile loan contracts.

What we've learned about introducing plain language

[a] People have time and budget constraints that work against initiatives like plain language. Our policy helps keep us focused because it applies to everything – how we speak, write and listen to customers, agents and each other.

- Plain language is mainly a head office, not a sales force, initiative. Whatever head office can do to make information clearer, helps agents serve their customers better.

- It takes time to develop new habits. We are making progress slowly and in small ways. People say they see the benefit of clarity and are incorporating plain language techniques into their writing. They ask, "Has this been checked for plain language?"

- It pays to use an external plain language consulting firm to get started – with an eye to becoming self-sufficient.

- It is worth choosing an important, high-profile project early to demonstrate the value of plain language, and testing with consumers so that you can use their reactions to sell the idea of plain language internally.

- A committed legal department is essential. Our lawyers actively support plain language. When lawyers "walk the talk," or in this case "write the talk," people notice!

- Success is hard to measure. We have anecdotes from agents and customers, usually through calls to our service centres, but no hard evidence that using plain language has reduced customer inquiries, helped agents sell, or saved administrative time or resources. But it's been less than a year.

We are publicly leading the plain language parade for financial services companies, but we'll need to keep working hard. Consumer demand will increasingly push competitors in the same direction.

Susan D. Milne, Clarica

Susan Milne *provides plain language workshops, resources and consulting for staff, to support Clarica's commitment to write and speak clearly in language customers can understand.*

Susan lives in Kitchener, Ontario. She has a Master of Adult Education degree from the University of Toronto and is a member of Plain Language Association International.

➤ ABOUT *Scribes*

The Scribes Journal of Legal Writing, like Clarity, is devoted to improving legal writing. Although it is US-based, the articles on drafting and legal language should be of interest to many *Clarity* members worldwide.

Membership is open to lawyers who have written a book or two articles (even short ones) or have edited a legal publication. Dues are US$65. For an application form, write to:

Glen-Peter Ahlers
Leflar Law Center
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"I Could Care Less!"

by David Marcello

In the United States, individual legislators can generally introduce as many bills as they wish at their sole discretion. They often introduce bills because constituents ask them to do so, even though the legislator remains utterly indifferent about enacting the proposed new law.

Some years ago in an article about legislative drafting,[1] I explained how the words "by request" on a bill convey that it was introduced at the behest of a constituent and is of no personal importance to the sponsoring legislator. I observed that those words are a sponsor's way of saying to other legislators, "I could care less about this bill, so you may have at it."

A correspondent corrected my use of "I could care less" and insisted that the proper statement is "I could not care less!" I couldn't quarrel with the literal meaning of his formulation, and yet I was viscerally unwilling to part with my own assertion about legislators' views. "I could care less!" is precisely what most of them would say if asked about a "by request" bill.

My correspondent's emphatic rejection of the usage caused me to ask myself how "I could care less!" can ever mean "I could not care less!" Can these two apparently contradictory sentences possibly convey the same meaning?

How does it mean?

They can if we read "I could care less!" with irony[2] and with an implied meaning. The ironic speaker is saying, in effect, "I could care less – but not much less!" and is conveying more or less the same meaning as "I could not care less!"

I say "more or less" the same meaning because, explicitly, there is a slight difference. The straightforward, "I could not care less!" expresses the speaker's depths of indifference, a lack of concern below which caring cannot sink. On the other hand, the ironic "I could care less!" suggests the speaker's penultimate indifference – not a total and complete lack of concern, but the next best thing to it: "I could care less – but not much less!"

A literalist might say this demands too great a "stretch" for meaning – imputing irony to the speaker and inserting unwritten words into the sentence. Certainly, the statement "I could not care less!" is "literal," while "I could care less!" is ironic and indirect. But is the meaning of one more in doubt than the other?

Context is a traditional guide to meaning. In spoken language, the speaker's tone of voice supplies the listener with a context of sarcasm. But even in written expression, it's difficult to imagine a context in which the statement "I could care less!" leaves the reader in doubt about the writer's meaning. Word of the Day, a feature of the Random House web page, has suggested,

> **I could care less** is sarcastic. When it is spoken, the stress is "I could CARE LESS," not the way one would stress a serious declaration. It's the same as saying "I really give a damn," when you don't, or "Nice move!" when someone makes a clumsy mistake – yes they mean the opposite of what they say, but they're deliberate. The sarcasm allows you to express more disdain than simply saying "I couldn't care less."[3]

Indeed, what else could the sentence mean? A speaker (or writer) who says "I could care less!" isn't saying "I care a lot about this matter, because look how much room there is within which I could care less." That's not how people talk, write, or think.

Why use it?

Accepting that these two apparently contradictory statements convey roughly the same meaning, let's confront the critics' further questions: "Why support the ironic construction through our use of it? Why not opt for the more straightforward mode of expression? Isn't that what 'plain language' is all about?"

I'm tempted to ask, "Doesn't the plain language movement have a sense of humor?" We need a few ironies in life and language, a few meanings that don't just plod straight ahead in worn and boring tracks. The ironic mode of expression offers a sardonic richness that is utterly lacking in its literal counterpart.

Irony is also stylistically consistent with the substance of the message. "I could not care less!" suggests the literalist's grave concern with the message – a gravity that is at variance with the legislator's actual indifference toward the draft law. The ironic colloquialism, on the other hand, matches indifference toward the proposed law with an indifferent tone of voice. This congruence of indifferent tone and substance reinforces the legislator's message of indifference toward the bill, encouraging the listener or reader to experience the indifference.

We shouldn't reject such a useful dimension of meaning simply because of its apparently "illogical" nature. Bryan Garner says,

> Our language is full of idioms that defy logic, many of them literary and many colloquial. We should not,

for example, fret over the synonymy of fat chance and slim chance. Applying "linguistic logic" to established ways of saying things is a misconceived effort.[4]

Nor should we disapprove its use because of speculation about its potentially unseemly origins: "a more plausible explanation is that the *n't* of *couldn't* has been rubbed out in sloppy speech and sloppy writing."[5] We know not its origins, but if it's a linguistic accident, it's a useful one – the linguistic equivalent of vulcanization of rubber, the discovery of penicillin, or the invention of Post-it notes. Well, maybe not quite so grand, but you get my drift.

Conclusion

I think it is time to embrace this ironic usage because of its wide acceptance in common parlance. According to Word of the Day, "The expression **I couldn't care less** became common in England in World War Two . . . The 'could' variant is first found in the mid-1960s and was being objected to by the 1970s."[6] A third of a century seems sufficient time for a new phrase to win acceptance into approved discourse. Even if the phrase is not yet precisely embedded in the language, it's certainly widespread and widely accepted – one more in a long line of usages that have made the transition from oral to written language.

Does it undermine meaning? No. Does it contribute something useful to the language that its literal counterpart does not? Yes. If we don't have compelling reasons rooted in a lack of clarity, we should grant this American idiom acceptance as a popular form of expression.

I said at the outset that my views on this subject were visceral. Perhaps I should be less passionate in my defense of the usage, but I'm not. Perhaps I could care less – but I don't!

*Thanks to Phil Knight for his editing and contributions to this article.

Endnotes

1 Marcello, *"The Ethics and Politics of Legislative Drafting,"* 70 Tulane L. Rev. 2440 (1996).

2 The second meaning of "irony" according to Webster's is "the use of words to express something other than and especially the opposite of the literal meaning." *Webster's New Collegiate Dictionary*, 611 (G. & C. Merriam Co., 1977).

3 www.randomhouse.com/wotd/?date=19960610 (June 10, 1996).

   The authors of "Word of the Day" and their sources are not identified, but their commentaries on language are generally entertaining and insightful.

4 The entry on "Illogic" in Bryan A. Garner, *A Dictionary of Modern American Usage* (Oxford University Press 1998) at 352, paraphrases Justice Oliver Wendell Holmes, noting that "the life of the language has not been logic: it has been experience." Though Garner is critical of "could care less," the entry does not reject it on the basis of logic.

5 See the entry for "couldn't care less" at 172. Id.

6 www.randomhouse.com/wotd/?date=19960610 (June 10, 1996).

David Marcello is Executive Director of The Public Law Center, a joint venture of Tulane and Loyola Law Schools. The Center conducts an International Legislative Drafting Institute (www.law.tulane.edu/ildi/) in New Orleans for two weeks in June of each year and has conducted distant training events for legislative drafters in Eastern Europe, Africa, and the Caribbean.

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Plain English is a gift for foreign lawyers

by Catherine Rawson

The unfair fact about English being the language of international business is that foreign lawyers need to be able to write it nearly as well as native speakers. Meanwhile, English-speakers are finding it easier than ever to avoid using foreign languages. Nowhere is this more obvious than in Europe's capital, Brussels.

Plain English[1] goes a long way to redressing this imbalance. With less than perfect English, foreign lawyers can easily master Plain English writing. Add to this a dose of client care mixed with strong advising skills and they will delight even the most demanding clients. So much the better for foreign lawyers if English-speaking lawyers choose to handicap themselves by using *legalese*, the opaque, archaic writing style, which clients so detest.

In 1998, Loeff Claeys Verbeke[2], a leading Benelux law firm, invited me, an Australian lawyer, to set up and run an internal department staffed by English-speaking lawyers in Belgium called the English Communication Centre. The department's task was to ensure that the firm's English was good enough to allow it to compete effectively for business at home and abroad.

Having worked in Germany, Asia and Australia for organisations with an international reach, I had first-hand experience of the difficulties lawyers face when working in foreign languages with clients from different cultural backgrounds. I knew also that continental academic tradition tends to encourage civil lawyers to equate transparency with superficiality. The underlying assumption is that the importance and complexity of the law makes it inappropriate, if not impossible, for a lawyer to write about the law other than at length and in a formal, highbrow style.

Convincing Belgian lawyers that they should write in Plain English would, therefore, not be easy. Nor would it be easy to persuade them to give concrete advice written in a reassuring, warm tone. Writing empathetically does not sit easily with Dutch, French or German lawyers. The interactive, friendly tone of Plain English correspondence seems overly familiar to them. They are used to a removed formal tone, which avoids entering the etiquette minefield of 'you' language. Convincing them to put aside their cultural norms when using English takes time (and tact!).

The challenge was to find a way to train these lawyers how to write advices, which would guarantee client satisfaction. As I had expected, the variable quality of the firm's English texts was not due to its lawyers' lacking English grammar skills so much as trying to write *legalese* in the mistaken belief this is what clients want and expect. The solution was to develop the lawyers' writing, advising and client care skills so they could write empathetic letters, which clients found relevant, easy to understand and act on. To help them write this way, I invented the *7Cs of Client Centred Communication*™ as the medium for training.

The 7Cs of Client Centred Communication™

The 7Cs cover writing, editing, proof-reading, advising and client care skills.

Apart from containing sound legal advice, lawyers learn that to satisfy a client *fully*, a text must be:
1. Clear
2. Concise
3. Coherent
4. Correct
5. Complete
6. Concrete
7. Customised

- ### Writing skills
Clear, Concise, Coherent encapsulate the techniques of Plain English writing and editing. Less than perfect English is 'good enough' for writing Plain English. Its short sentences, simple grammar and straightforward vocabulary allow foreigners to work comfortably within the limits of their linguistic competence. After all, a sentence does not need to be in perfect English to be readable. So instead of stretching themselves unnecessarily to learn ever more complicated grammar and vocabulary, they concentrate on using more efficiently what they *already* have.

The threshold issue is to convince them that clients endorse the Plain English message of "less is more". I begin breaking down their resistance by making them aware of how important Plain English is. I do this in several ways. Firstly, I prove to them that Plain English is not a fad by giving them a copy of Martin Cutts' excellent *Plain English Guide* published by Oxford University Press for its reference guide series. Next, I point them to various English, American, Australian and other laws, which specify that to be enforceable a contract must be clear, concise and easy to understand. Finally, I invite them to consider how a client might react to a lawyer who drafted an unenforceable contract.

In the training, the lawyers 'translate' many examples of home-grown *legalese* into Plain English. From this they recognise the difference plain language writing makes to clarity and concision. Once foreign lawyers accept that Plain English is the key to their success, they realise it is truly a gift! Not only can they write more easily and with greater confidence, but they can compete effectively against native English-speakers.

- Proof-reading skills

Correct is about editing out spelling errors and inconsistencies. Avoidable errors like these undermine a client's confidence in the lawyer's professionalism. For users of English as a foreign language, it is also about learning to identify and rectify habitual translation errors. From analysing a cross-section of texts, a good English-speaking editor or translator can identify these errors and train lawyers how to apply their know-how to edit them out. This significantly improves the quality of a firm's texts.

- Advising skills

Complete and Concrete address the right of clients to get what they are paying for: unequivocal advice they can act on without unnecessary discussion. If an advice is *Complete*, a client will not need to ask 'how, when, where, who, why or what' questions to be able to act on the lawyer's advice. Similarly, if a lawyer gives *Concrete* advice, the client will be able to make an informed decision without having to press the lawyer for a recommendation. All too often, clients feel lawyers leave them to make a 'commercial decision' without having given them a feel for the 'legal risk' involved.

- Client care skills

To satisfy their clients fully, lawyers must make them feel valued and secure. *Customised* is about going beyond the client's expressed need (solving the legal problem) to satisfying the client's unexpressed needs (allaying fears and supporting aspirations). Books on writing technique correctly stress the importance of finding the right tone for the target audience. While important, tone alone does not make a client perceive a lawyer as a proactive partner. Starting and finishing advices with action-orientated statements and instructions are the best ways for lawyers to show clients that they value their time and patronage.

Training –v- quality control

Editing and training are essentially incompatible as they have different objectives working to different time frames. While editing is a short-term quality control measure, training is about long-term staff development. Editing treats the 'symptoms' of poor English and writing technique. Training provides a 'cure' by showing lawyers how to write better in the first place and to become effective editors.

Combining editing with training works best to improve quality long-term, if the training precedes the editing. Without prior training, lawyers can easily perceive an editor's changes as criticism or obstruction rather than helpful and necessary input. If lawyers know what to expect from an editor, they more readily accept changes in the spirit intended, and they understand that getting their meaning across can involve working with an editor as a team. In this way, editing serves both to reinforce the training and achieve quality control.

In an ideal world, therefore, the 7Cs training would have been rolled out to the firm's lawyers before the English-speaking lawyers started editing their texts into Plain English. But the firm needed to control quality for the benefit of clients from day one. My team needed time editing the lawyers' texts to collect examples to develop and tailor training to the lawyers' specific needs. Unless the training was obviously about them and their problems, they could all too easily have dismissed it as irrelevant.

Reinforcing the training to get results

Originally, I had planned the 7Cs could be used to give benchmarked feedback to the lawyers on their client communications. In this way editing would have reinforced the training and promoted incremental learning. The long-term objective was that the lawyers would improve to the point where they no longer needed my team's support.

It soon became clear, however, that busy lawyers are not open to lessons about writing, grammar or client care when they are burdened with deadlines. Indeed, some of the weakest writers were not presenting their texts for editing, perhaps because they mistakenly believed they did not need help, feared criticism or simply ran out of time. As a result, the firm was not achieving its long-term objective of improving quality control across the whole film.

Interactive software is the solution

How can you get lawyers to improve their Plain English writing skills steadily while ensuring quality control?

Software is the best, most cost-effective solution. I introduced the firm to software which enables it to set and track compliance with a minimum standard for English texts in the range of 'excellent' to 'dreadful'. Each lawyer can now measure the quality

of his or her texts and improve them by following prompts until they meet the minimum standard. These prompts will be tailored progressively to include the editors' accumulated know-how, including the most common translation errors.

Lawyers enjoy using the software. They readily accept its evaluation of their writing because they know it is objective. The software takes the ego out of writing tasks. No one need know if a text scored miserably. All that matters is the final product meets the standard.

The outcome of the 7Cs training

Following the successful outcome of the 7Cs training with the lawyers, Loeff Claeys Verbeke extended my brief to developing 7Cs training for the support staff. Like the lawyers, the staff find Plain English is a gift.

To their surprise, many of the firm's lawyers found that once they had mastered the 7Cs, they went on to apply them to writing tasks in other languages to client applause. This knock-on effect was an unexpected bonus for them but not for Loeff Claeys Verbeke. I had predicted this outcome to management, since I was confident that English was not the core problem but underdeveloped writing and client care skills. Once developed, these skills are universal and can be applied to any language.

Plain language applies to writers of all languages

The European Union is running a campaign called 'Fight the Fog' to combat unclear writing[3]. The campaign states "*linguistic* FOG' (Full of Garbage – a Fabric of Gobbledygook) … is a problem in all our languages"[4] and that "wordiness and obscurity, … constitutes an obstacle to free movement of ideas within the Commission" and "… can block effective communication between the Commission and the European citizen".

The future

European and English-speaking clients engaged in international business know that a competent lawyer can explain even complicated, uncertain situations clearly and concisely. They do not appreciate long-winded texts full of jargon. Poor communications like these cost them time, money, and, possibly, business.

Clear, concise writing with a human touch is the secret to winning the hearts and minds of clients. And for fending off competitors! Both native and non-native users of English face challenges when competing for lucrative cross-border business. The decisive weapon in the battle is Plain English.

English-speaking lawyers beware! If you use *legalese* you may just let our talented multilingual colleagues win the war …

Footnotes

1   The are many excellent definitions of "Plain English". I like Martin Cutts' definition in the *Plain English Guide*, 1995, Oxford University Press, page 5:

> "The writing and setting out of essential information in a way that gives a co-operative, motivated person a good chance of understanding the document at first reading, and in the same sense that the writer meant it to be understood."

Michèle M Asprey prefers the term Plain Language. She says on page 11 of her book *"Plain Language for Lawyers"*, 2nd Ed, The Federation Press:

> "Plain language writing is just the practice of writing English (or French or German or whatever else) in a clear and simple style."

2   Loeff Claeys Verbeke has since demerged and now operates as an independent Belgian firm. From 1 January 2001 the firm will split in two with some lawyers joining Allen and Overy and the remainder Clacs and Engels, a new firm specialising in labour law.

3   The quotes in this paragraph are taken from the EC's website: http:/europa.eu.int/comm/translation/en/ftfog.

4   The anti-FOG campaigners state: "it's interesting to note that the advice given in a booklet entitled *'Ecrire pour être lu'* to help Belgian bureaucrats write better French is very similar to the advice given in our campaign booklet *'How to write clearly'*.

Catherine Rawson *helps international law firms and multinational companies ensure that their staff worldwide write clear, concise, readable English, regardless of their native tongue. Using tailored software solutions, Catherine's clients are able to set, monitor and enforce quality control over their English communications.*
catherine@rawson-consulting.com

Let's join forces to promote clear EU texts

A call for co-operation from Barbro Ehrenberg-Sundin of the Swedish Ministry of Justice

In Sweden, clear language in the administration has been a prioritized goal for many years. There is a special group of linguists in the Ministry of Justice reforming the language of statutes and other legal documents, and another group, "KlensprÂksgruppen" (The Plain Swedish Group) promotes clear language in official documents and encourages government agencies all over Sweden to start and carry out plain language projects.

Since Sweden's accession to the European Union in the early 1990's, we have become increasingly concerned about the drafting style used in for instance EC directives, regulations and judgements. Verbosity, complex sentence structures and unnecessary nominalisations are some of the problems, which affect the translations into Swedish and also the language used in new administrative texts produced in Sweden. We are sure that Sweden is not the only country worried by this.

Therefore, we would like to get in touch with like-minded groups and persons within the Union and create an informal network with the aim of:

- finding out which European governments actively carry on and support plain language projects within the administration;

- sharing ideas and experiences from plain language work in different member states;

- supporting plain language activities in the EU institutions; and

- coordinating major efforts to promote a change of attitude among senior officials and a new way of drafting in the EU institutions, and also to call for adequate measures to bring about such a change.

As a concrete step towards promoting increased clarity in EU documents, Sweden has stated that the White Paper *Reforming the Commission* should also stress that clear and comprehensible EU documents are a vital part of a new administration based on service, efficiency and transparency and that the Commission should take measures to enforce a new way of writing. We are also preparing for a major European Law Conference during Sweden's Presidency, from the 10th to the 12th of June 2001; one of the themes will be *Transparency and clear EU documents*. Our main task right now is to find three or four very good speakers who can convince the prominent lawyers attending the conference that plain legal language is worthwhile, necessary, desirable and possible to achieve. We welcome your suggestions!

Furthermore, we are interested in knowing more about current plain language projects at a governmental level in the member states as well as within the EU institutions. At the moment, we are busy writing to people and projects that we know of in the Commission and in the appropriate ministries in Belgium, England, France, Germany, Italy, Spain and the Nordic countries. But we need your help, dear Clarity member, to complete the picture.

To influence the language used in the EU, we believe that it is important that like-minded groups join forces. We count on your support to form an informal "governmental" network and hope to hear from you soon. Would you like to participate yourself? Do you know of any other people and groups that would be suitable and might be interested?

Please contact us, by e-mail if possible. Our website has some information in English about the plain language work in Sweden. Welcome!

Barbro Ehrenberg-Sundin *is deputy director at the Ministry of Justice in Stockholm, and a plain language expert.*

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Corrections to Clarity 44

(December 1999):

There were two typesetting mistakes in the article *How to write an impeachment order*:

- The first footnote on page 10, by Peter Tiersma's name, should of course be "1", not "2".

- And a line was omitted above the footnotes on p.12, reading "learn and change is important."

The errors in *Richard Castle's* (New Zealand) contact details crept in again (but have been corrected in this issue).

The subscription for *New Zealand* is NZ$50.

Finally (I hope), *Martin Cutts'* contact details have changed to: cutts@clearest.co.uk and www.clearest.co.uk.

Out apologies for any inconvenience.

Writing for your reader

by John Houston

For a change of pace, I thought you might like some reflections on plain-English writing in the business sector.

Sixteen years designing documents for Australian financial institutions taught me a lot about plain English, but it didn't prepare me for my biggest surprise. I found a colleague who is an absolute whiz at English grammar, but a self-confessed failure at writing simply. I realised that you can master one without the other, but you cannot master the other without the one.

Writing skills

I'm grateful for the opportunity I had to edit a corporate style book. This exercise was driven by sheer embarrassment over the lack of writing skills in the company, a life insurance and superannuation office that sends hundreds of letters and forms to customers every day.

Why do so many Australian employees have trouble writing clearly? It's because they still write the way they were taught. They still think big words will impress someone. They generalise in case they are wrong, or worse, to hide the truth. They assume other people know what they themselves know. They don't understand the communication process.

The style book became a manual on writing for customers. It forced me to document my plain-English technique and the principles of writing for the reader.

Dead wood

My love affair with plain English grew from an appetite for puns and an inability to leave a good sentence alone. I know structure and design are vital, but the best part for me is in the phrases. This is where I spend most of my time, eliminating double meanings and trimming out the dead wood that would slow my reader down.

Here's an example of what I mean.

In a letter to the French people, published in Le Monde in 1995 during that country's hugely unpopular nuclear testing program, Australian Prime Minister Paul Keating wrote:

> "Neither Australia nor the other countries of the region are motivated by a desire to see France out of the Pacific."

Look at the way the writer used the words "to see France out". They didn't say, "to work towards France's removal from". They didn't say, "to try to force France to leave". They used a simple verb and visualised the result.

Now read the sentence again, replacing the words "are motivated by a desire to see" with the word "want".

Neither Australia nor the other countries of the region want France out of the Pacific.

By cutting ten syllables, the sentence has more impact. There may be a subtle difference in meaning, but in context the message is the same: You don't have to leave, you just have to behave.

Trimming out the dead wood is like saying to your reader: "I value your time so I'll keep it short."

Customer focus

Writing documents in plain English is the first step towards writing for the reader – a style of writing I call customer focus. A style that captures your reader's attention by focusing the message on the reader.

By this I mean:

- being specific (not generalising);
- being honest (not exaggerating);
- presenting information in order of importance to the reader (not the writer);
- anticipating questions the reader might ask;
- writing in a positive and friendly tone;
- addressing the reader in the second person singular, and
- writing from the reader's point of view.

Not all of these elements of customer focus are important in all types of documents, but they are crucial in documents that seek a response, like letters and Web pages.

Take the tone of a business letter, for example. Tone is the emotion expressed by the writer. It can be positive or negative, friendly or uncaring, sympathetic or not, and the reader picks it up straight away.

The tone of a letter reflects the writer's attitude towards the reader. It tells your reader what you think of them.

Writing in the second person and writing from the reader's point of view are distinctly separate elements of customer focus style. Here's an example that illustrates them both.

(a) Monthly statements will be sent only to investors who have transactions on their accounts during the month.

(b) We will send you a statement at the end of every month in which there is a change to your account balance.

Version (a) is a description of the process. It is written in the third person, in passive voice and negative tone. If you don't have a transaction, you'll miss out on a statement.

Writing in the third person is not only impersonal, it generalises the message and lessens its impact. Expressing an obligation or responsibility in the third person can encourage the reader to believe it applies to everyone else, but not them.

Version (b) is a promise of service. It addresses the reader in the second person, in active voice and positive tone.

But version (b) is still not written from the reader's point of view. "We will send you a statement" is the company's view of the process.

To change the view, you would need to say, "You will receive a statement from us", or "You can expect a statement from us".

Here is a better example of changing the view:

(a) I have enclosed some notes to assist you when completing the form.

(b) You may find the enclosed notes helpful when completing the form.

Version (b) draws attention to the enclosed notes, but doesn't assume they will be needed.

If plain English makes sense, so does customer focus. You can have one without the other, but you're better having the other and the one.

John Houston, a new member of Clarity, is a plain English writer working in Emerald, Victoria, Australia.

•   •   •

 "Any consideration that we may be giving to the matter has not reached a point where it would be desirable to give any indication to the public of what is going on in our minds."

Mr. Hugh Molson, Joint Parliamentary Secretary to the Ministry of Transport and Civil Aviation, House of Commons, 11th April 1956: Hansard, *vol.551, col.180.*

"...needless verbosity is the mother of difficulty."

Good's case *(1626), Popham 211, at p.212, by the Court.*

Submitted by Dr. M.J. Russell of Gt Bookham, England

•   •   •

CLARITY Document Services

CLARITY offers two related but distinct services: the first is document drafting; the second is vetting documents for the award of the CLARITY logo.

1. Drafting

A CLARITY member will draft or redraft your documents applying the principles we advocate. Members working on this basis do so on their own account. CLARITY is not a party to the contract.
Fee: The fee is negotiated between you and the drafter.

2. Vetting

A CLARITY vetter will consider a document and approve it as drafted; approve it subject to minor changes; or reject it with a note of the reasons.

If the document is approved, or approved subject to changes which are made, you may use the CLARITY logo on the document provided the document remains exactly in the approved form.

Fee: The standard fee is £100, but may be higher if the document is long or complex. Our vetter will quote before starting.

Common principles

In both cases:

• all types of document are included – for example letters, affidavits, pleadings and manuals;

• confidentiality will be respected;

• the applicant is responsible for ensuring that the document does the job intended;

• CLARITY is not insured and will not accept liability.

We will try to see that the drafter is not also the vetter but we cannot guarantee this.

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Section 2 – Reviews

Analysing Witness Testimony

by Richard C. Wydick

Book Review

Anthony Heaton-Armstrong, Eric Shepherd, and David Wolchover. Blackstone Press Limited (1999).
360 pages. £31.95

The outcome of most litigation, both civil and criminal, depends on the facts. Most of the disputed facts in a litigated case are supplied by witnesses – human beings who perceived the event in question, who can remember what they perceived, and who can communicate what they remember. Despite the centrality of witness testimony about disputed facts, most of us in the legal profession are lamentably ignorant in the fields of science that study human perception, human memory, and human communication.

The three editors of *Analysing Witness Testimony* have assembled an excellent set of readings that go a long way toward filling the gaps in our education. The editors are well suited for their task: Anthony Heaton-Armstrong and David Wolchover (a *Clarity* member) are London barristers of Grays Inn, specializing in criminal cases, and Eric Shepherd is a consultant forensic psychologist in London, specializing in applied language and interrogation. The book consists of 19 chapters that were commissioned specifically for an audience of lawyers, judges, and other law professionals. Most of the contributing authors are psychologists, but the roster also includes several lawyers, a police officer, some psychiatrists, some criminologists, and a forensic physician. Readers of *Clarity* will observe with pleasure that all but one or two of the contributing authors were careful to pitch their writing to an intelligent but non-scientific audience. The chapters are remarkably free of jargon and obscure references, and they are much easier to understand than most journal articles from the scientific fields in question.

The editors explain that their book is designed for reading through from beginning to end, rather than for dipping into, a bit here and a bit there. The book is thoughtfully organized into three parts, and the three parts build on each other. The chapters in part 1 deal with the basics of human perception and memory, including various forces that can corrupt memory, such as clumsy interviewing, drugs, and illness. Part 2 deals with investigative issues, such as witness interview techniques, hypnotically enhanced memory, voice recognition, and eye-witness identification at police identification parades or "line-ups." Part 3 deals with evidence issues – matters of everyday concern to lawyers and judges. The topics include how a witness's appearance and demeanor can affect his or her credibility, how to spot anomalies in a witness's testimony, and the admissibility of expert testimony about flaws in human perception, memory, and communication. Despite the editors' admonition that the book is intended for straight through reading, not dipping into, I believe that readers who do read straight through will certainly want to keep the book for later use as a research tool. At the end of each chapter, there is a list of references to books and journal articles on the topic of that chapter – not a skimpy list, but an up-to-date, extensive list two or three pages long. These reference lists will be exceedingly valuable to a reader who needs to research a covered topic.

To see what sorts of things one can learn from this book, try your hand at the following true-false questions. You will find the answers and explanations at the end.

Questions

1. The human mind works much like a video recorder. The mind forms an image of whatever falls within its range of perception, and it records the image on a relatively stable medium, something analogous to videotape. When given the proper instructions, the mind can replay the recorded image fairly accurately, much like a video player replays the image recorded on a videotape.

   True   False

2. The human memory can be easily tricked about the small details of a perceived event. For example, if an interviewer mixes false information into a question, a witness may incorporate the false information into the memory and later assert the false information in place of the true perception.

   True   False

3. When an adult interviews a child witness, it is important for the adult to guide the conversation – to keep the child focused on the important points and to stop the child from mentally wandering off into irrelevancies. Further, when

the conversation lags, the adult should step in promptly with a helpful question, to keep the child attentive to the subject at hand.

True   False

4. It is impossible for a normal adult woman, who is neither drunk nor sedated, to be asleep during sexual foreplay, to react to open-mouth kissing with responsive tongue movements, to respond to sexual advances in a manner suggesting consent, and to commence having sexual intercourse, all the while remaining asleep and unaware of what she is doing.

True   False

5. When an interviewer first talks with a witness, after the two people have become comfortable with each other, the interviewer should ask the witness a broad, open-ended question that invites the witness to narrate freely, to tell the whole story in his or her own words. During this narrative, the interviewer should not interrupt the witness, except to make short, encouraging comments and gestures that will keep the narrative flowing.

True   False

6. Except where the law specifically requires audio or video recording of suspect and witness interviews, recording is usually undesirable. Recording tends to reduce the amount of reliable information the witness provides, and the usefulness of the recordings is generally not worth the time and money it takes to make them.

True   False

7. Hypnosis is not a reliable method of obtaining accurate information from a forgetful witness. Hypnosis can increase the amount of correct information a witness provides, but it can simultaneously increase the amount of incorrect information.

True   False

8. If an eye-witness had a good opportunity to perceive the perpetrator of a crime at the time in question, that witness's later identification of the perpetrator at a police identification parade or line-up is almost always accurate. One way to assure even greater accuracy is to have the eye-witness give the police a complete, detailed verbal description of the perpetrator before confronting the line-up.

True   False

9. When two or more police officers observe a critical event, a single written report produced by the officers working together as a team will contain a smaller quantity of accurate information than individual reports written by each officer independently.

True   False

10. Common law judges recognize that lay people are generally not well informed about psychiatric and psychological matters that become important in litigation, such as the likely effect of a disease or trauma on a person's ability to remember and communicate information, or the effect of physical or mental duress on a "normal" person's self-control, or the unreliability of cross-racial identification by an eye-witness to a crime. Common law judges are therefore quick to admit expert testimony that will assist the trier-of-fact to understand these matters and deal with them appropriately.

True   False

Answers

1. **False.** Chapters 1, 2, and 12 of Analysing witness testimony teach us that human perception, memory, and communication are quite different from video equipment. For starters, we humans manage to "record" only a small part of the information perceived by our senses. Further, compared with videotape, our recording medium is far from stable. For instance, our short-term memory can hold only about seven items, so older bits of information are continuously being bumped out by newer, incoming information. Finally, our human "replay" doesn't function as well as the one on a video player. We forget a lot, and we often fill gaps in our memory with mental putty composed of prior life experience. For instance, suppose that on my way to work on Wednesday, I get a quick look at a Latino boy on a bicycle. On Thursday, I might remember having seen him, and I might remember his approximate size, the color of his jacket, and the fact that he was on a bicycle. But I might tell an unskilled interviewer that the boy had brown eyes, and that I saw him about 7:50 am. Those last two items are pure putty, based on the time that I normally go to work and the fact that almost all of my Latino acquaintances have brown eyes.

2. **True.** The human memory is delicate and must be handled with care. For example, in some famous laboratory experiments conducted by Elizabeth Loftus, a psychologist at the University of Washington, some university students viewed a short film of a car accident and later answered questions about it. Some students were asked about cars that "smashed" into each other. Other students were asked about

cars that "hit" each other. Then all students were asked to estimate the speed of the cars. Those exposed to the more violent verb "smashed" estimated the speed to be 7 miles per hour more than those exposed to the less violent verb "hit." A week later, all students were asked further questions, including one about the presence of broken glass at the accident scene. The film did not show any broken glass. Of the students exposed to the verb "smashed," 32% reported seeing broken glass, compared with 14% of the students exposed to the verb "hit." In subsequent experiments by other psychologists, the witnesses saw a videotape of a male shoplifter. Later they viewed a composite picture of the shoplifter, but the composite picture was altered to show either curly hair (the shoplifter's hair was straight) or a moustache (the shoplifter had no moustache). A week later, the witnesses provided a description of the shoplifter and tried to pick him out of a photo array. About 40% of the witnesses incorporated the false feature into their description and selected from the photo array a person who resembled the composite picture, even though the shoplifter's real photo was part of the array. An understanding of the human tendency to absorb stray bits of false information is very important in designing interview techniques that will reveal what the witness really perceived. [See chapter 2.]

3. **False.** A conversation between two adults involves "turn-taking," in which each adult talks for a while and then listens to the other for a while. Sometimes the listener starts talking before the talker finishes, creating "overtalk," in which both are talking at once. Other times the listener interrupts, forcing the talker to relinquish his turn at talking. In conversations between two adults, the gaps between turns are very short. Adults (except perhaps lovers) perceive long, silent gaps as pressuring or even embarrassing – someone must always be talking or about to talk. Children, however, are not bothered by long gaps between talking turns. An unskilled adult interviewer will misconstrue a long gap as a sign that the child is not paying attention, or not understanding, or disengaging from the conversation. Rather than waiting patiently for the child to talk, the unskilled adult will jump in – usually with a question – taking the talking turn away from the child. What the child would have said is lost, and the powerful, impatient adult is now doing the talking. Skilled interviewers know the difference between an "up-down" conversational relationship (in which one party is dominant and the other subservient)

and an "across" relationship (in which neither party is dominant and both share control of the conversation). A skilled interviewer strives to establish an "across" relationship with a child witness, in which the child has some active control of the conversation, rather than just answering questions on topics selected by the interviewer. [See chapter 4.]

4. **False.** These things are indeed possible, according to the neuropsychiatrist author of chapter 6. Human sleep can be divided into two major stages. The first is "rapid eye movement" (REM) sleep, when we dream, when our bodies are paralysed, and when our movements are limited to small muscle twitches of the extremities. The second stage is non-REM sleep, when our brain activity gradually slows and our sleep deepens. During non-REM sleep, muscle tone decreases, but movements – even complex movements – are possible because the body is not paralysed. Sleep talking can occur during non-REM sleep, and the talking usually consists of short, well-constructed phrases. Some sleep talkers reply to questions with answers that seem relevant and responsive. Spontaneous tongue movements, which occur naturally during sleep, can be mistakenly interpreted as a welcoming response to open-mouth kissing. The author describes a recent New Zealand rape case that involved a situation similar to the one posed in question 4. In the neuropsychiatrist's opinion, the apparent responsiveness of the female victim was within the range of behavior that could be expected of a sleeping person who was being sexually stimulated without her knowledge or consent.

5. **True.** Chapters 9 and 10 discuss good interview techniques. These techniques differ in the details, but they agree on one key feature: the importance of an initial period of free narration by the witness. The free narration phase produces about 35% of the accurate information gained in a typical interview. Later in the interview, the interviewer will go back over the witness's story, asking pointed questions that call for a narrow response, such as: "Did you notice anything unusual about the way the man walked?" The witness's responses to pointed questions provides a large volume of information, but the quality is lower – the information is less likely to be accurate than the information gained in the free narration. During the pointed question phase, the interviewer should not switch topics quickly or randomly. Rather, the next question should grow naturally out of the witness's answer to the last question.

The interviewer should completely exhaust the witness's knowledge of a topic before moving on to the next topic. For example, if the witness is describing a person's facial features, the interviewer should find out all she can about the person's facial features before moving on to questions about the person's height, weight, or clothing.

6. **False.** Chapters 9 and 15 make a strong case for audio or video recording of interviews of all important witnesses, not just criminal suspects. Recording helps interviewers improve their technique, and it helps stop coercion and distortion. Recording helps to assure that written witness statements are fair and accurate. Finally, audiotapes and videotapes are helpful in refreshing the memory of a witness who has temporarily forgotten an important fact, and they are an important source of material for impeachment or corroboration of a witness's later testimony.

7. **True.** The hypnosis expert who wrote chapter 11 concludes that the public's fascination with hypnosis back in the 1970s and 80s is outmoded. Some laboratory studies indicate that hypnosis increases witnesses' output of false information and truthful information in about equal measure. One reason is that witnesses expect hypnosis to enhance their memory, so they are inclined to report things they are not sure of. Nonetheless, hypnosis does have the virtue of using some of the same interview techniques that every expert recommends, such as not interrupting the witness's train of thought, and encouraging the witness to recall the surroundings and circumstances in which he first perceived the event in question.

8. **False.** Eye-witness identifications at an identification parade or line-up may or may not be accurate, depending on a large number of factors, some of which cannot be controlled. One uncontrollable factor that is well known among psychologists is cross-racial identification – a person of one race is not very good at identifying a culprit of a different race. Oddly, the public generally has high confidence in eye-witness identifications. In a recent U.S. study of persons who were wrongly convicted and later cleared by DNA evidence, the researchers concluded that in 86% of the cases, erroneous eyewitness identification was the *primary* evidence that caused the wrongful conviction. [Conners, et al., *Convicted by juries, exonerated by science: case studies in the use of DNA evidence to establish innocence after trial* (1996).] Having an eye-witness provide a

detailed verbal description of the culprit before confronting the line-up can be counter-productive. This is because the witness has a memory of seeing the culprit and an additional memory of the verbal description, and the latter may interfere with the former. Laboratory studies indicate that the same problem arises when the eye-witness has helped create a sketch or other likeness of the culprit before confronting the line-up; the intense process of helping create the likeness may overshadow the witness's memory of the culprit. [See chapter 12]

9. **False.** Allowing police officers to collaborate in preparing a single report of a critical event has both advantages and disadvantages. One advantage of a collaborative report is that it is likely to contain a larger quantity of accurate, probative information than would be found in several reports prepared individually. In that sense, two heads are better than one. One disadvantage of a collaborative report is that it is likely to omit idiosyncratic but vital information that would have appeared in individual reports. [For example, two officers report that the shooting victim took out a gun, but a third officer reports that the victim took out his wallet.] Another disadvantage is that the officers who prepare a collaborative report tend to be very confident of material in the report that is in fact mistaken; their confidence makes them harder to dislodge on cross-examination. [See chapter 14]

10. Chapters 18 and 19 argue that common law judges – particularly those in England (but also in my country, the United States) – have been slow to acknowledge the importance of expert testimony on matters of psychology and psychiatry. Standard common law doctrine holds that the evidence of an expert is not admissible on matters that are within the common knowledge and understanding of the trier of fact. [See Christopher Mueller & Laird Kirkpatrick, Evidence ßß 7.6, 7.22 (2nd ed. 1999); Ronald Walker & Richard Walker, *English legal system* 590-93 (7th ed. 1994).] Too often, judges cite this doctrine and reject expert testimony that could enlighten the trier of fact about the likelihood that a witness's memory was corrupted by improper interview tactics, or that a bystander's apparently solid courtroom identification of the perpetrator was influenced by inadvertent "bolstering" comments a police officer made during an earlier identification session, or that a victim's "recovered memory" of sexual abuse by his mother forty years earlier

was a fiction implanted by a bumbling hypnotherapist. [See generally, Paul Giannelli & Edward Imwinkelried, *Scientific evidence ßß 9-1 – 9-11 (3rd ed. 1999).]

In their closing chapter, the three editors of *Analysing witness testimony* make a persuasive case for more effective training of judges and lay fact finders about how humans perceive, remember, and communicate. Their book is a giant step in the right direction.

*After a stint in the Judge Advocate General's section of the US army, **Richard Wydick** practised anti-trust law in San Francisco for six years. Since 1972 he has been on the faculty at the University of California, Davis, where he is professor of law. He was guest speaker at Clarity's 1987 annual meeting, becoming our 400th member. He is the author of the best-selling* Plain English for Lawyers *and used his 1994-95 sabbatical in England researching* The ethics of witness coaching.

Eurofight for clear English

A "fight the fog" campaign is now being run by the European Commission's translation service to encourage authors and translators to write in clear English.

The campaign includes lectures by clear English specialists, a booklet on how to write clearly and a selection of howlers (see panel).

There is also a web site which gives a short course on fog fighting – and a specially written song. Part of this goes:

> "You wrote something long; that is wrong;
> it will not do.
> Keep it plain and short and the message will
> get through."

*For further information contact
europa.eu.int/comm/translation/en/ftfog/index.htm*

Panel
- "Guard dogs operating" (sign in hospital)
- "Dangerous drugs must be locked up with the matron"
- "We dispense with accuracy"
- "Specialists in women and other diseases"

Published in Short Words *by Tim Albert*

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Clear and Simple as the Truth: Writing Classic Prose

by Robert Diab

Book Review

Francis-Noel Thomas and Mark Turner
Princeton University Press, 1994
(Paperback 1996) 225 pages

If you enjoy reading books about the art of writing, you shouldn't miss Thomas and Turner's *Clear and Simple as the Truth*. It isn't easy to situate this book for the uninitiated. It hovers somewhere between books with a technical emphasis, like Joseph William's *Style* or even William Zinser's *Writing Well*, and books concerned with style in a broader sense, like Eric Auerbach's *Mimesis*. It presents a very fresh approach to the whole subject of writing.

The authors make the provocative point that "any attempt to teach writing by teaching writing skills detached from underlying conceptual issues is doomed." Writing can really only be taught by teaching a style of writing. In their view, style consists of basic, Euclidean-like elements. These can be grasped as series of questions relating to "truth, presentation, writer, reader, thought, and language." Each style constitutes an implied response to these questions.

And the questions are broad. "What can be known? What can be put into words? What is the relationship between thought and language? Who is the writer addressing and why? What is the implied relationship between writer and reader? What are the implied conditions of discourse?"

The book shows us how these issues affect our writing in various ways. It does so by being at once a treatise on style, but also a treatise on a particular style – what the authors call 'classic style.' This makes the book useful to people writing almost any kind of text: a technical manual, a novel, or a contract. This is because in setting out something called 'classic style' the authors explore a variety of different styles and show how many basic stylistic choices we have to make in the course of writing.

The author's case for the existence of a 'classic style' is quite compelling. Classic style assumes a specific set of responses to the elemental questions of style. For this reason, classic style is not bound to a particular period of history – examples can be found in writings as old as antiquity and as recent as today's best-seller. But it was best characterized by early modern French writers like Descartes, Pascal, and the duc de La Rochefoucauld.

An example of the style is given from a passage by La Rochefoucaud:

> Madame de Chevreuse had sparkling intelligence, ambition and beauty in plenty; she was flirtatious, lively, bold, enterprising; she used all of her charms to push her projects to success, and she almost always brought disaster to those she encountered on her way.

Notable here is the fact that the passage "displays truth according to an order that has nothing to do with the process by which the writer came to know it." The author of the passage assumes the pose of someone with perfect knowledge, and the sentence "crystallizes the writer's experience into a timeless and absolute sequence."

In a broader sense, classic style is distinct because it assumes that the truth can be known, it can be transparently conveyed through language, and can be grasped by anyone. Classic style is also always a perfect performance, while seeming spontaneous and unaffected. It assumes an intimate setting in which one person speaks to only one other person, not a group. The style also does not hedge. It makes claims without qualifications, and it provides no proof for its claims outside of its own perfect presentation.

This is, of course, a very brief sketch of classic style. It has many other defining traits. The authors present these traits, in a somewhat classical manner, under the headings 'truth, presentation, scene, cast, thought and language.' This scheme allows for a fascinating examination of style, and many of the authors' observations about classic style can be applied to other styles.

My only qualm with the book came early on. I wasn't fully convinced that there is a distinct style called 'classic.' I suspected that the qualities of writing that Thomas and Turner call classic were in fact the trace of the ancient rhetorical tradition (Cicero, Quintillian, Longinus) on Renaissance and Enlightenment authors. But in setting out their detailed analysis of the elements of classic style, I was persuaded otherwise. The authors make a point of distinguishing how classic style differs from classical rhetoric as well as from other styles such as 'romantic,' 'plain,' 'contemplative,' 'practical,' or 'oracular.'

The second part of the book, titled 'The Museum,' contains passages from various kinds of writing (or verbal communication) throughout history. Like a guided tour through a museum, the authors follow

these passages with interesting informal analyses of their style. The pattern here is to compare an example of classic style to something that diverges from it in some marked way—in order to make an aspect of classic style more noticeable. The power of the authors' insights into style in a general sense makes this part of the book every bit as engaging as the first.

Regardless of the kind of writing you do, you will probably appreciate the shift of emphasis in a book about writing from surface, technical aspects to broader questions of style. This fact alone sets the book out from many in its field.

Robert Diab *is a 3rd year student at the University of British Columbia.*

Legal Language

by Professor N. O. Stockmeyer, Jr.

Book Review

Peter M. Tiersma,
University of Chicago Press, 1999
1SBN: 0-226-80302-3, 314 pp.

In his *Editor's Note* to the September 1998 issue, my colleague Joe Kimble listed several U.S. developments from which Clarity members can take heart. I would add publication of this book to his list.

The author is professor of law and Joseph Scott Fellow at Loyola Law School, Los Angeles, California. His primary aim is to describe the language of the legal profession, explaining why legal language has come to be what it is, and what can be done to reform it.

The book is divided in four parts:
• Part One: Origins
• Part Two: The Nature of Legal Language
• Part Three: In the Courtroom
• Part Four: Reforming the Language of the Law

Of course, others have plowed these fields. Much of what is written in Parts One and Two was covered in greater depth by Professor Mellinkoff in *The Language of the Law* (1963). Both Mellinkoff (in *Legal Writing: Sense & Nonsense* (1982)) and Wydick's *Plain English for Lawyers* (1979) cover portions of Part Four. The most original section of the book (and sure to be the most interesting to many audiences) is Part Three. No other work to

my knowledge combines all of this material into a single published source.

Situated at the intersection of law and language, much of the book's content will be familiar to specialists in the rarified field of legal linguistics. The book's appeal is more for lawyers with an interest in language, or linguists with an interest in law. The book should appeal to virtually every teacher of law. I hope it will also make its way on to most "recommended reading" lists for incoming law students.

As one would expect, the book is written in a clear, readable style. The organization is suitable for its purpose. Certain topics (such as jury instructions) are discussed at two different points, but in different contexts: problems are described in Part Three, and reforms are suggested in Part Four.

The book would have been more comprehensive if the author had also tackled judicial opinions and law review articles. Both genres provide additional examples of stilted legal language. But the author chose to focus on the language of trials, which is a more original undertaking.

I recommend this book enthusiastically. Although more than a plain-English manifesto, its publication should help propel the movement into the 21st Century. To inquire about its purchase, call 800-621-2736 or fax 800-621-8471.

N.O. Stockmeyer, Jr. *is a member of the faculty of Thomas M. Cooley Law School in Lansing, Michigan, USA, where he has taught several legal writing courses. He can be contacted at stockmen@cooley.edu.*

Section 3 – News and Comments

Judge values plain drafting

Dr Robert Eagleson, a consultant with Australian law firm Malleson Stephen Jaques, writes:

Judge Heerey of the Federal Court of Australia (Victoria District Registry) has just given a ringing commendation of 1 of our documents which sets at rest any qualms some might have about the reaction of judges to plain legal drafting. In *Re Piccolo; McVeigh (Trustee of the Bankrupt Estate of John Peter Piccolo) v. National Australia Bank Ltd,* he observed:

> The plain words of the guarantee and mortgage are conclusive evidence against the Appellant's argument. The guarantee appears to be a standard form document. In contrast to much traditional bank security documentation, it is clear and comprehensible (paragraph 18).

The judge is referring to the plain English guarantee which Peter Fox (then a partner in the Melbourne Office) and I prepared for the National Australia Bank some 10 years ago. It was 1 of the first major documents the firm had produced in plain English for a client and demonstrated the soundness and advantage of our policy bringing together a team with extensive legal and linguistic knowledge to achieve precision in law and to capture clarity in language.

What is significant about Judge Heerey's comments is that he is evaluating the document as a statement of law, not as a plain English document as such. As a legal document he considers it far superior to 'traditional bank security documentation'. He clearly prefers plain English to traditional legalese.

Two conclusions can be drawn. The document has stood the test of time – or at least 10 years; and judges appreciate its wording.

UK Inland Revenue publishes first plain bill

In a written answer to a parliamentary question the Paymaster General, Dawn Primarolo, said on 25 July:

> I am pleased to tell the House that the Tax Law Rewrite project will soon reach a major milestone. Next week, the Inland Revenue will publish the project's first draft Bill, on capital allowances, for a final round of consultation. The Bill will be ready for introduction in Parliament by the end of the year . . .

The draft bill is available without charge from:
Inland Revenue Information Centre
Bush House (see below)
Tel +44 (0)20 7483 6420)
www.inlandrevenue.gov.uk

Comments on the draft bill should be sent by 2 October to:
David Mutton
Room 831
Bush House (South West Wing)
Strand, London WC2B 4RD
England
david.mutton@ir.gsi.gov.uk

Extracts from earlier drafts have been published in earlier issues of *Clarity*.

▼

Clarity's website

We are continuing to develop *Clarity's* website and further suggestions are welcome.
In particular, we have started a page of articles on plain language matters. If you wish to offer an article of your own please send it, formatted as it is to appear (in Acrobat or HTML), to adler@adler.demon.co.uk.

We now have our own address:
www.clarity-international.net

Clarity is the journal of the group CLARITY and is distributed free to members from various addresses around the world. Please refer to page 34.

In Memory of David Mellinkoff

by Richard C. Wydick, Professor of Law, University of California, Davis

David Mellinkoff died on the last day of 1999. He was 85, and he had been in the hospital since a severe heart attack in mid-October.

His best-known book, *The Language of the Law* (1963), sparked the movement to reform the way English-speaking lawyers write. The book is a mirror of the man. Like the book, David was compact and lean, with no extra stuffing. He was thoughtful, imaginative, and a meticulous researcher, and those are the qualities that shape the book. His honesty and wit shine through the pages, as in his charge (on page 24) that legal language has four characteristics: it is (1) wordy, (2) unclear, (3) pompous, and (4) dull.

David was born in California, earned his undergraduate degree at Stanford in 1935 and his law degree at Harvard in 1939, and practiced law in Los Angeles until the United States entered World War II. During the war, he served as an Army Captain in the Pacific. In 1946, he returned to Los Angeles, where he practiced law for another 18 years. In 1964, shortly after *The language of the law* came out, he joined the law faculty of the University of California, Los Angeles, where he taught and wrote until his retirement in 1985. He continued work at his law school office for another 14 years, until the heart attack that look his life.

For most people trained in the law, daily exposure to legal language numbs the mind to its shortcomings. For David, however, legal language was a constant irritant. When a grain of sand irritates an oyster, the result is a pearl. In David's case, the pearl was *The language of the law*. The thesis of the book is familiar ground to every *Clarity* reader, although some may not realize where it came from. David set out to prove that most of the differences between legal English and standard English are unnecessary and undesirable. Legal English, he argued (on page vii), should not differ *without good reason* from standard English, the kind of English used by careful, educated people.

The qualifying phrase "without good reason" is important to his argument. The law, like every field of endeavor, has terms of art that are used by people in that field to communicate with each other. A true term of art has two characteristics: (1) it conveys a fairly well-agreed meaning to those in the field, and (2) it saves the many words that would otherwise be needed to convey that meaning. The law, David argues, has relatively few true terms of art, such as *hearsay or res ipsa loquitur*. [See his definitions of those terms in *Mellinkoff's Dictionary of American Legal Usage* at pp. 281, 560-61.] When lawyers communicate among themselves, no one can fault them for using true terms of art. However, most of the peculiarities of legal English have no connection with true terms of art. David demonstrates, in carefully footnoted detail, why lawyers do not need *herein* or any of its cousins, nor extra-long sentences, nor paired synonyms like *null and void*, nor most of the other oddities that set legal English apart from standard English.

During his years as a law professor, David wrote two other books that should be on the shelf of every lawyer who has an interest in language.

The first is *Legal writing: sense and nonsense* (1982), which teaches serious readers about the details of good legal writing, including such things as ambiguity, definitions, and clear sentence construction. David built the book around seven rules. My personal favorite is rule 5:

> *Write Law Simply. Do Not Puff, Mangle, or Hide.* The only thing about legal writing that is both unique and necessary is law. To simplify legal writing, first get the law right. You can't simplify by omitting what the law requires or including what the law forbids. The better you know the law, the easier to decide what law ought to go in, and what is overkill or window dressing. [*Legal writing: sense and nonsense*, p. xix.]

The second book is *Mellinkoff's dictionary of American legal usage* (1992), the end product of more than a decade's hard work, spanning the end of his teaching years and the early years of his retirement. Although the title implies that it is intended for a US audience, the dictionary has lessons for English-speaking lawyers everywhere. He explained his dictionary project in a prestigious lecture that was later reprinted as an article, *The myth of precision and the law dictionary* (31 UCLA L.Rev. (1983) p.423). The occasion was the 1983 UCLA Faculty Research Lecture, a special honor because it was the first time in 58 years that a member of the law faculty was chosen as lecturer.

David began his lecture by explaining the myth of precision: when lawyers are asked why they write in such a peculiar manner, they usually say that it is to achieve precision. David's earlier writings debunk the myth by demonstrating that most of the peculiarities of legal language have nothing to do with precision, and that, in the remaining cases, legal language is more likely to plaster-over

imprecision than to cure it. Nevertheless, in the United States at least, law schools quickly implant the myth of precision in students' minds; in a week or two, the students discover that they are English speakers in a foreign land, and they rush out to buy a law dictionary:

> For one completely ignorant in the language of the law, as I was when I entered law school, the law dictionary helps. It supplies clues to what is written in the casebooks. Let the words be archaic, redundant, ambiguous. This is the way they say it here. Precise enough for me. What matters for the law student is that eventually the strange is no longer strange. Three years from the jolting start, the law student knows the lingo without looking in a law dictionary. Who needs it? Yet the graduating law student sells off a bundle of casebooks, and takes one book into the practice: the law dictionary. It feels good. Besides, you can never tell . . .
>
> [31 UCLA at p. 425.]

David then traces the history of law dictionaries, starting in England in 1527 and ending in modern times. The evolutionary destiny of law dictionaries is to get fatter. In each successive dictionary, the old and useless is preserved side-by-side with the current and useful, and the reader gets little help in distinguishing one from other. David pointed out that the two leading law dictionaries of the time were stuffed with ancient "Latin and French maxims, hundreds of them, that are rarely if ever used or understood by American lawyers, even in translation. And with good reason. A maxim is to law as a fortune cookie is to philosophy" (31 UCLA at p. 434). He continued: "Maxims, in one form or another, have had a universal fascination. Delphian utterances. They all sound better in Latin. *Cessante ratione legis cessat et ipsa lex.* When the reason for the rule ceases, the rule itself ceases. The trouble is that sometimes it does, and sometimes it doesn't."

The legal profession needs a new kind of dictionary, David said. Realistically, it could not be a history-based, complete dictionary like the magnificent Oxford English Dictionary; rather, it should be a *usage* dictionary similar to *Fowler's dictionary of modern English usage*. The new dictionary should not be a warehouse for old curiosities, nor a mini legal encyclopedia, nor a specious substitute for a legal education. It should not cover *all* terms of legal language, lest the reader become lost in a labyrinth. It should not fear being prescriptive, rather than purely descriptive. Finally, it should reject the myth of precision, and it should help the reader distinguish legal terms that are precise from those that are fluid.

Nine years later, David finished the dictionary he described in the lecture, and in every way it achieved what he set out to achieve. His definitions are crisp and honest, and they do not suggest precision where there is none. Here, for example is his definition of *moral turpitude*:

> Moral turpitude: an old redundancy for turpitude = depravity = immorality. The double-barrel turpitude has a special hometown appeal to lawyers, but with or without the moral additive, it is as imprecise in the law as in ordinary English. The only certainty is that the characterization of an act or crime as "involving moral turpitude" means that the consequences will be more severe, e.g., degree of crime, punishment, discipline, impeachment. Serious felonies usually qualify; so do some misdemeanors. Sometimes moral turpitude describes a crime that is malum in se . . . Jurisdictions and decisions vary; there is no consensus on what it takes to make moral turpitude. [*Mellinkoff's dictionary of American legal usage* at pp. 414-15.]

All who knew David, whether through his books or in person, will miss him. We are grateful that his wisdom and wit will abide with us through the printed page.

Letters

From Martin Cutts

Richard Oerton was mistaken, I feel, in saying in *Clarity* 44 that I laid a 'false scent' in my rewrite of a local authority letter about waste recycling. Had he quoted the whole paragraph from *Clarity* 41, he would have included the crucial first four words of the rewrite ñ a heading saying 'Closure of can banks' (which, for non-UK readers, are containers where you put cans for recycling). This, and the fact that the words would have appeared on a letterhead from the local environmental health department, would have laid a pretty strong scent – even if the waste hadn't rotted yet.

Plain Language Commission
29 Stoneheads, Whaley Bridge SK23 7BB, UK

From Professor Charles Calleros

I thought you might be interested in the following text from an e-mail message sent by a 3rd-year student at Arizona State University. It is a compelling story of plain English reviving a deal that had stalled for 7 months.

College of Law
Arizona State University

Professor Calleros,

To recap our discussion in the hallway, I accepted a position during the summer as "Director of Intellectual Property" for a small high-tech firm. This firm does not do any manufacturing; instead, it licenses various elements of technology within its patent portfolio. The position had never been filled before, and my first assigned task was to resolve some issues with a prospective licensee. Discussions with this licensee had been underway for seven months, and while both parties agreed in principle, the proposed contract still posed many problems for us to resolve.

On reading the proposed contract, which had been "cut and pasted" from several form books, I concluded that the problems were understandable. The contract itself was not. The document was 14 pages long, with 8 pages of attachments. My supervisor determined that the contract should be

rewritten, rather than repaired. At this point I had been on the job for one day and understood little about the underlying technology or policies of either company.

Drawing on the many lessons learned in both writing and licensing class, I undertook a complete rerevision of the existing contract. In writing class, Professor Stinson and her teaching assistants had taught us to "simply write what you want to say." In licensing class, Professor Sutton taught us that "a contract should be easy to read and quick to

provide an answer." Within one day I had reduced the document to eight pages, including attachments. The resulting contract was not only understandable, it was also stronger in many ways. We sent the new and improved version of the contract via overnight service to the prospective licensee. The next day the licensee sent it back, fully executed, without so much as a phone call seeking either clarification or compromise.

Members of our firm have subsequently made minor revisions to the contract, but the revisions have been more stylistic than substantive. The company now has a working contract. It has undergone scrutiny by at least six other prospective licensee's counsel, and has been generally accepted as is, or with a request to add just a little redundancy and legaleze for old time's sake.

This week I was given a copy of a licensing contract written by a similarly situated company. This company is very large with an experienced legal department. Their contract is evidently thought of as a model or exemplary contract. It is also 47 pages long. A supervisor and I made a paragraph-by-paragraph comparison to our new contract, to determine if our revised contract contained any errors or omissions. After a thorough examination and comparison, we concluded that we should change 3 words and add 1 sentence. Those changes will give complete parity with the other contract while saving 41 pieces of paper. If you listen carefully you might hear both the trees and the attorneys breathe a sigh of relief.

Please accept my heartfelt thanks for the knowledge and skills I have gained in just two years of education by you and the other professors at ASU. I look forward to continuing that process.

Frank Freeman

News about members

England

Lord Bingham of Cornhill has been appointed the senior law lord.

Connie Carter has been awarded a PhD from London University and has been called to the bar. She is now dividing her time between private practice (in England and south-east Asia) and teaching law at SOAS.

Tony Holland has been appointed chairman of the Northern Irish Parades Commission.

John Pare has sold his practice but remains in Oswestry as a consultant with Longueville Gittins.

Sophie Pearson has moved firms, from Bolt Burdon to Capsticks in south-west London.

Andrew Wallace is now an in-house lawyer with 3I in Birmingham.

South Africa

Ailsa Stewart Smith has been awarded the PhD for which she had been working for some years and is now senior lecturer in management communication at the Graduate School of Business, University of Cape Town.

United States

William C. Bertrand Jr is now senior corporate counsel at the Pharmacia Corporation.

Dr Paula Pomerenke, a business communication professor, has been appointed by the Governor of Illinois to serve as plain language consultant on a commission to update Illinois' 40-year-old criminal code.

We are very sorry to record **Dr Jane Root's** death from cancer in June 1999, and we extend our condolences to her family.

Welcome to new members

[Contact names in square brackets]

Australia

John Houston, technical writer, SMS Contracting, Emerald, Victoria

Belgium

Catherine Rawson, legal writing consultant, Rawson Consulting, Brussels

Canada

Erika Abner, director of continuing legal education, Toronto, Ontario

Mami Alexander, attorney, Talisman Energy Inc, Calgary, Alberta

Susan Milne, plain language leader, Clarica Life Insurance, Kitchener, Ontario

Simply Read Writing Service [Michelle A. Black], clear language and design consultants, Toronto, Ontario

Maria Yanellis, attorney, Saulte Ste Marie, Ontario

David Stacey, Burnaby, British Columbia

England

Awdry Bailey & Douglas, solicitors, Devizes, Wilt

Mark Gudgeion, law student, Sheffield, Yorks

Ian Snipe & Co [Jenny Halpin], solicitors, Lytham St Annes, Lancs

Anthony O'Brien, barrister, Braxted, Essex

Stephen Weeks, solicitor, Bristol

Germany

Markus Huelper, law graduate doing PhD on English legal language, Ostrhauderfehn

Italy

Dr Anna Giordano-Ciancio, legal translator, Naples

Jersey

Egos Ltd [Roger Sinclair], legal consultancy, St Helier

New Zealand

Legislation Drafting Unit, Inland Revenue [Warren Cole], Wellington

Janet Wainscott, business writer, Wellington

Scotland

Mark Scobbie, law student, University of Aberdeen

USA

Nana Babington, attorney, Fall Church, Virginia

Bennett Porterie, attorney, Haslett, Michigan

Brigham Young University Law Lib, Provo, Utah

Constance Brigman, attorney, Hudsonville, Michigan

Patricia Brown, attorney, Milwaukee, Wisconsin

Louis Cardillo, New Haven, Connecticut

Dickinson School of Law Library, Carlisle, Penn

Jennifer Dyer Harmon, attorney, Lansing, Mich

Bob Hildie, attorney, Troy, Michigan

District Judge Stephen Hill, Miami County, Kans

Professor Eileen Kavanagh, Thomas M. Cooley Law School, Lansing, Michigan

Kelly Kennedy, Connecticut Revenue Services, Hartford

University of Kentucky Law Library, Lexington

Keith Krugzda, attorney, Clinton, Michigan

Joanne Locke, Food & Drug Administration, Ellicott City, Maryland

Gary Moore, Olympia, Washington

Judy Moroz, attorney, East Lansing, Michigan

Judge Mark P. Painter, Ohio 1st Dist Court of Appeals, Cincinnati

Leslie Elsa Schneider, attorney, Stafford, Virginia

University of South Carolina Law Library, Columbia, SC

Southwestern University, Los Angeles, California

Stetson University School of Law Library, St Petersburg, Florida

Laurence Stevens, attorney, Slingerlands, NY

Cicely Nicole Tabb, attorney, Smyrna, Georgia

Villanova University Law Library, Villanova, Pennsylvania

Professor Gail Winson, Roger Williams University, Bristol, Rhode Island

Ester Beale, IRS, Houston, Texas

Professor Bill Chin, Northwestern School of Law of Lewis & Clark College, Portland, Oregon

D'Angelo Law Library, University of Chicago, Illinois

Florida State University Law Library, Tallahassee

Grant Hopper, Everett, Washington

Peter Katz, St Joseph, Michigan

Legal Information Center, University of Florida, Gainesville

C. Thomas Mason, attorney, Tucson, Arizona

Northwestern University Law Library, Chicago, Illinois

Professor Ann Sinsheimer, University of Pittsburgh School of Law, Pennsylvania

Underwood Law Library, Southern Methodist University, Dallas, Texas

St. Louis University Law Library, Missouri

University of San Diego (Legal Research Center), California

Western State University College of Law Library (Orange County), Fullerton, California

Dennis Yokoyama, Southwestern University School of Law, Los Angeles, California

Letter from membership chair

Dear Clarity Member:

You should already have received a personal copy of this letter, which we mailed to all members in mid-December.

We want to first apologize for the delay in sending *Clarity* No. 45. And we want to explain that although Clarity is in transition, we will soon be up to speed again.

After many years of exceptional service, Mark Adler has stepped down as chair of Clarity and editor of the journal. Nobody can replace Mark, but we now have new officers. Peter Butt, from Australia, is the new chair. I am the new membership chair.

Phil Knight, from Canada, will handle the journal. We are working on a new system for producing the journal, but you can be sure that *Clarity* will remain, uniquely, the only international journal devoted to plain language.

We are making a slight change in the system for dues. No, we are not increasing the (very modest) rates. We are moving the renewal date from September 1 to January 1. That should take the confusion out of renewals. And it will serve as a small, four-month compensation for our delay in delivering Issue 45.

We know that some members may be behind on dues. But we want to wipe the slate clean and start fresh from this point on.

So the 2001 renewals are due on January 1, 2001 (unless you already renewed after September 1 or joined after September 1). If you are in a country with a country representative, you will continue to send payment to your representative. Please note, though, that we have a new representative for the UK. If you are from a country without a representative, then you should send payment to me. That is a change; previously, members in countries without a representative sent payment to Mark Adler. All this is summarized on page 43.

We expect to produce two issues of the journal every year, without fail. You'll receive Issue 46 in March or April. It will be our first issue produced by editors in South Africa.

Please stay with us as we work through this transition. We are determined to make Clarity worth your while. And we need your help to carry on the good fight for plain language in business, government, and law.

Sincerely,
Joseph Kimble
Membership Chair, U.S. Representative

C L A R I T Y

Australia: Christopher Balmford
Words and Beyond Pty Ltd.
1 Barrack Street, Sydney NSW 2000

$35 ($10 for non-earning students)
2 8235 2337 (fax 9290 2280);
christopher.balmford@enterpriseig.com.au

Brazil: Dominic Charles Minett
Lex English Language Services
Rua Humberto I, 318, Vila Mariana

R50 (R15 for non-earning students)
Sao Paulo, SP 04018-030

011 5084 4613 (phone & fax);
dominic@lexenglish.com.br

Canada: Philip Knight
1074 Fulton Ave.
W. Vancouver, BC V7T 1N2

$25 ($10 for non-earning students)
604 925 9031 (fax 0912);
philknight1@telus.net

Hong Kong: Wai-chung Suen
Justice Dept, 9/f Queensway Government
Offices, 66 Queensway, Admiralty

HK$200 (non-earning students please enquire)
2867 2177 (fax 2845 2215)

New Zealand: Richard Castle
242b Tinakori Road
Thorndon, Wellington

$50 ($20 for non-earning students)
04 938 0711 (fax 934 0712);
mary.schollum@police.govt.nz

Singapore: Prof Hwee-Ying Yeo
Law Faculty,
National Univ'y of Singapore,
Kent Ridge, 119260

$40 ($15 for non-earning students)
772 3639 (fax: 779 0979);
lawyeohy@nus.edu.sg

South Africa: Prof Frans Viljoen
Law Faculty, University of Pretoria

R100 (R40 for non-earning students)
012 420 2374 (fax 362 5125);
fviljoen@hakuna.up.ac.za

UK: Paul Clark
D.J. Freeman, Solicitors
1 Fetter Lane
London EC4A 1JB
PaulClark@djfreeman.com

£15 (£5 for non-earning students)
44 (0)20 7556 4256 (fax 7716 3624)

USA (and anywhere else not listed):
Prof Joseph Kimble
Thomas M. Cooley Law School
Box 13038
Lansing, Michigan 48901-3038
USA

$25 ($10 for non-earning students)
1 517 371 5140 (fax: 517 334 5781);
kimblej@cooley.edu

For members who do not have a country representative

We need a system for depositing foreign checks in Clarity's account at the U.S. bank used by Prof. Kimble. If you are from one of the countries listed below, you can send Prof. Kimble a personal check; the bank has an arrangement with those countries so that the bank will charge only $1 to convert the check. But if you are not from one of the countries listed below, then would you please send a bank draft for $25, payable in U.S. dollars and drawn on a U.S. bank. Otherwise, we have to pay a conversion charge that is larger than the amount of the check.

Of course, in either case, the check or bank draft should be made payable to Clarity.

Austria	India	Netherlands
Belgium	Italy	Norway
Denmark	Japan	Spain
Finland	Malaysia	Sweden
France	Mexico	Switzerland
Germany		

Please use the back cover, or a copy of it, to apply for membership in *Clarity*.

W e b   p a g e :   w w w . c l a r i t y - i n t e r n a t i o n a l . n e t

Membership appplication form

If you are joining as an individual		
Title	**First name**	**Surname**
Firm		**Position in firm**
Professional qualification		**Occupation if different from qualification**

or

If you are joining as an organisation
Name of organisation
Nature of organisation
Contact name

Either way — whether an individual or organisation

Home or business address (please specify)			
DX			
Home telephone	**Work telephone**		**Fax**
Specialist fields	**Email**	please print clearly	
	Website		
What is the latest issue of the journal you have been given (leave blank if none)?			
Date			

Please send this form

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with a cheque in favour of CLARITY for the subscription

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