

Suggested Answers to Exercise 3.3, Page 53

(a) I hope that the above satisfies your requirements. If you have any questions, please do not hesitate to contact myself or my secretary.

Suggested change:

Please contact my secretary or me if you have any questions.

Reasons:

Avoid the use of the 'myself' form as a substitute for 'me'. In traditional grammar this is incorrect although widely (mis)used.

(b) The defendants principle argument was that he did indeed fulfill each and every criteria set out in the regulations. But this definately failed to effect the decision of the court.

Suggested changes:

The defendant's principal argument was that he did satisfy every criterion set out in the regulations. However, this did not affect the court's decision.

Reasons:

We have made the sentences more concise and corrected the following:

- Spelling of *defendant*
- Spelling of *principal* (adjective, not noun)
- *Criteria* is a plural word. The singular is *criterion*
- *Affect*, meaning to influence, not *effect*, meaning to carry out or make happen
- In addition, *definitely* is wrongly spelt in the original, as is *fulfill*

(c) Our advise is based on the following facts, as described by you; whether you are, by law, allowed to disclose information regarding the violation of health and safety regulations, with respect to the display frequency of computer screens produced by your employer, and what will be the consequences of your disclosure, and, in particular, whether you will have the right of reinstatement, in the event of the termination of your contract, due to the disclosure.

Suggested changes:

You maintain that your employers have violated health and safety regulations covering the display frequency of computer screens which they produce. The issues which arise from this are:

1. Are you entitled in law to disclose this information?
2. What may be the consequences of this disclosure?
3. If you are dismissed because of this, are you entitled to be reinstated?

Our advice is a response to these questions.

Reasons:

The original is all one sentence containing too many embedded clauses. It needs to be broken up to make clear what is intended. Note that *advice* is the noun, as needed here. *Advise* is a verb.

(d) Regarding our conversation in my office last week, below please find my comments relating to the issues, which we discussed during our meeting.

Suggested changes:

Following our conversation last week, please see below my comments on the issues we discussed.

Reasons:

We made this more concise and a little less inelegant.

(e) The court then turned to the request which had been made by the Claimant for the issue of an injunction. With regard to that request, the argument was made by the defendant that the injunction relief was not necessary because of the fact that the exclusion clause was already null and void by reason of the prior order of the court. That being the case, the exclusion clause could have no further force or effect and the defendant argued that in such an instant full and complete relief could be given without the issue of an injunction. The court found itself in agreement with that argument.

Suggested changes:

The court then turned to the Claimant's application for an injunction. The defendant argued this was unnecessary because the court had already decided the exclusion clause was void. There was therefore no need to issue an injunction since relief could be obtained without it. The court agreed.

Reasons:

The original indicates a failure to think and plan before committing words to paper. Consequently it is verbose and rambling.

(f) My client is willing to settle this claim for £15,000, to be paid by your client and your client must immediately return the plans and specifications and must remove all of It's equipment from the premises. Further, my client insists upon having replaced the entire section of fence which your client took down, the replacement to be at your clients expense.

Suggested changes:

My client (or use the client's name.) is willing to settle this claim for £15,000. Your client (or client's name) must immediately return the plans and

specifications and remove their equipment from the premises. Moreover, the section of fence which your client (or name) took down must be replaced at their expense.

Reasons:

Use names rather than 'my client', 'your client'. Not only is such a usage tedious and clumsy, but it also adds an unnecessary over-formality to the tone. You must not use 'its' for the possessive of a person. 'It's' is even worse because it is not even a possessive! It is a shortened version of 'it is' or 'it has'. 'having replaced' is confusing in line 3. The unusual word order is partly to blame. It would make more sense to put 'removed' after 'the centre section of fence' if you insist on using that construction. See the suggested change for a clearer, more concise rendering.

(g) I have a list of the shareholders of the Company, who's participation in the share capital exceeds 10%

Suggested changes:

I have a list of the company's shareholders who hold more than 10% of the share capital.

Reasons:

The original is clumsily expressed. Moreover, *who's* is incorrect, as *who is* or *who has* is not the intended meaning here. The correct form is *whose*. However, we have reorganized the sentence to clarify its meaning. Note the misspelling of *exceed*.

(h) With reference to your letter of 14 February. I would like to confirm that the best manner of protection of your interest against non-licensed producers' of the software is an injunction, being a legal instrument commonly used in such cases.

Suggested changes:

Thank you for your letter of 14 February.

The best way to protect your software against non-licensed producers is to apply for an injunction. This is an order issued by the court in cases like this.

Reasons:

The first phrase is not a sentence; there is no main verb. You do not create a sentence simply by putting a full stop at the end of a phrase! *Producers* is not a possessive. It has an 's' because it is plural. *Legal instrument* is jargon and vague and unsuitable for communicating with the lay person. Note the misspelling of *injunction*.

(i) (A radio news item) The body of a man was found by a burnt-out car.

Suggested changes:

The body of a man was found beside (or near) a burnt-out car.

Reasons:

Better to say 'near a burnt-out car'. It is unlikely anyone would think that a burnt-out car had found a body! However, it pays to be careful with this construction. If you were to say instead 'by a hitch-hiker', then you would certainly have some confusion. You would achieve greater clarity if you were to say 'near' or 'beside' rather than 'by'.

(j) This agreement may be terminated by either party, dependant on thirty days notice being given to the other party.

Suggested changes:

Either party may terminate this agreement, provided they give thirty days' notice to the other party.

Reasons:

Try to use the active rather than the passive. It makes for greater clarity. Note the apostrophe on 'days'.

(k) Prior to the collection of your vehicle, please insure that you pay for your parking at the automatic machines located at the administration building which is situated in the vicinity of the exit.

Suggested changes:

Please pay for your parking at the machines near the exit before you collect your car.

Reasons:

We have made this more concise. There are too many words which convey something very simple in a complex and unnecessary way.

(l) I have given implicit instructions to my staff to keep noise to an absolute minimum due to the close proximity of residential properties.

Suggested changes:

I have instructed my staff to make as little noise as possible near people's homes.

Reasons:

If instructions were implicit, staff would have to guess what they were! The writer must mean *explicit*, and to say that is unnecessary. The same is true of *absolute minimum* (i.e., zero!). This is sloppy, inaccurate use of words. The phrase *the close proximity of* is an ugly and pretentious way of saying

something very straightforward.

(m) In accordance with your instructions we have now prepared a draft agreement between your Company and Mercury Promotions Limited and we enclose the same herewith for your perusal and consideration.

Suggested changes:

As you instructed, we have prepared a draft agreement between your company and Mercury Promotions Ltd. We enclose a copy for your comments.

Reasons:

The original is formal language which lacks directness, conciseness and warmth. This style of English is, we hope, rapidly becoming a thing of the past. Words like *herewith* and *perusal* are old fashioned and unnecessary.

(n) We would refer you inter alia to paragraph 4 of the said agreement and ask you to note that we have provided that re-instatement is to be affected at the expense of the advertiser. We ask you to confirm that such clause is in accordance with your instructions.

Suggested changes:

Please note that para. 4 of the agreement provides for reinstatement at the advertiser's expense. Can you confirm that this is what you wanted from the agreement?

Reasons:

The original is an example of stuffy legalese. 'inter alia', 'said agreement' and 'such clause' are examples of a pointless formality of tone that is unnecessary and very off-putting for readers. The overall meaning can be expressed more concisely and simply.

(o) Information contained in this form and on the passport record to which this application form relates may be passed to other government organisations and law enforcement agencies for the purpose of checking your application and in the subsequent use of any passport issued as a result of this application.

Suggested changes:

When we process your application we may pass on any information contained in it, or in your passport record, to be checked by any law enforcement agencies or other government organisations. We may also do this when you use the passport you have applied for.

Reasons:

See section 3.5.4.3 of the book for discussion of the difficulty of understanding what this means.

(p) Please note that if during the validity of a passport on which a child is included a new passport is required, for reasons of loss or amendment, a separate passport for the child would need to be issued.

Suggested changes:

If you apply for a new passport on which a child is included, you will need to apply for a separate passport for the child.

Reasons:

This can be said much more simply, for example, by converting passive to active.