



PLAIN TEXT SUBSTITUTIONS



TO CLARIFY YOUR LEGAL WRITING

Legalese or Other Ambiguity or Excess	Plain Text
<i>abutting; adjacent to; contiguous to</i>	next to
<i>all, but not less than all</i>	all
<i>and/or</i>	In most instances, the word or alone will suffice. If prohibitive, for example, “shall not x or y,” the exclusion of both is inherent. If permissive or obligatory, for example, “may x or y” or “shall x or y,” inclusion of both could be inferred, so it’s better to clarify, for example, “x, y, or both” or “x or y but not both.”
<i>anterior to; previous to; prior to</i>	Use before instead. These phrases less the “to” are excellent word choices when used as adjectives, such as with “previous meetings” or “prior arrangements,” but there’s no need to pair them with “to” when before does that job by itself.
<i>any and all</i>	all
<i>as to; with respect to</i>	Try about, by, for, in, in accordance with, into, involving, of, on, to, under, or with instead.
<i>as to whether</i>	Try whether, on, or about instead.
<i>biennial; biannual</i>	The word biennial means every two years; biannual by differentiation usually means twice a year. For the latter, however, use twice a year for clarity, and consider using every two years for the former.
<i>bimonthly</i>	Use every two months or twice a month , whichever is accurate.
<i>biweekly</i>	Use every two weeks or twice a week , whichever is accurate.
<i>e.g.; i.e.</i>	Some writers confuse these abbreviations. Consider using for example or that is instead. Even if the writer is aware of the difference between exempli gratia and id est , the entire intended audience might not be, and readers need to know whether whatever follows is the thing in its entirety or only an example.
<i>hereby</i>	Use for a statement that is itself the legal action (for example, “the secretary is hereby authorized to”). Avoid otherwise.
<i>hereinbefore; hereinafter</i>	Use above or below ; or better, in this agreement or similar; or best, if nothing is lost, delete entirely.
<i>heretofore</i>	up to now
other <i>here-</i> words (for example, <i>herein, hereon, hereto, hereunder, herewith</i>)	Consider using in this exhibit, on this order, to this agreement , or similar.
<i>if and when</i>	Use either if or when . These words create different expectations. Choose the one that’s accurate.
<i>if or when</i>	if
<i>in order for; in order to</i>	Use simply for or to , unless no longer clear.
<i>in the event; in the event that</i>	if
<i>per annum</i>	per year; annually
<i>period of time; time period</i>	If the time frame is also included, delete these phrases entirely. For example, instead of “three-year period of time,” use “three years.” If the time frame is not included, use either time or period instead of both. For example, instead of “after that time period,” use “after that time” or “after that period.”
<i>point in time</i>	Use either point or time . Both aren’t necessary.
<i>said; such (used adjectivally)</i>	a; that; the; these; this; those
<i>such (noun)</i>	For greatest clarity, consider repeating the antecedent instead.
<i>subsequent to</i>	after
<i>the following and only the following</i>	only the following
<i>therefor</i> (do not confuse with <i>therefore</i>)	for it; for that
other <i>there-</i> words (for example, <i>thereby, therefrom, therein, thereof, thereon, thereto, thereunder, therewith</i>)	Consider using from that, in it , or similar. For greater clarity, repeat the antecedent instead. For example, instead of “may rely thereon,” use “may rely on that signature.”
<i>until such time as</i>	until
<i>upon</i>	on (unless meaning “on the occurrence of”)
<i>utilize</i>	use

