A brief guide to better legal writing skills

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This brief guide to some of the technicalities of the English language is written specifically to the needs of the law students on the City Law School Bar Professional Training Course. It is likely to prove useful to a wider audience, most especially law students generally.

The importance of being able to write in good, clear, well-written English cannot be overestimated. Much of the work of a barrister involves writing. A solicitor who receives an opinion written in poor English will think twice before sending any more work to the barrister who wrote it.

It is said in *The Complete Plain Words* (Sir Ernest Gowers) that the ‘test of good writing is whether you can convey to your readers exactly what you intend to convey’. It is therefore important that a barrister can write in a way that is intelligible to others. If you write poor English, there is a risk that you will fail to convey your intended meaning to your reader. Poor English is also likely to distract the attention of your reader.

The purpose of this document
The objective of the rules which relate to the construction of sentences (grammar and syntax) is to ensure that the same set of words means the same thing both to the writer and to the reader. However, this document is not meant to be an exhaustive exposition of the ‘rules’ of English. Instead, its purpose is to try to identify mistakes which are commonly made and to show how those mistakes may be avoided.

How to improve your writing
(a) You must practise your writing. Fluency comes, in part, from familiarity with the skill of writing. The more of it you do, the easier it becomes.
(b) You should read the writings of others. If you spend some of your spare time reading novels, you should find that your own use of English becomes more fluent. If you come across a word which is unfamiliar to you, look it up in a dictionary: this is how to expand your vocabulary. If you read a sentence which is unclear, ask yourself why it is unclear; then make sure that you avoid writing something which is unclear for the same reason.
(c) You must make sure that you are familiar with the basic rules which govern the writing of the English language.
(d) Before starting to write a document, make sure that you know exactly what you want to say. The point is made in *The Complete Plain Words* (Sir Ernest Gowers) that ‘loose thinking is bound to produce loose writing…It is wise therefore not to begin to write…until you are quite certain what you want to say’.
(e) If you are uncertain of the spelling of a particular word, use a dictionary. If you are using a word processor, remember that most spell check programs will only question words which are not in the program. This means that the misspelling of ‘there’ in the
following sentence would not be highlighted: ‘There is one complaint about the
defendant’s work’. Proof-read your work carefully to ensure that any such errors are
corrected.

(f) If you cannot think of the word which conveys precisely what you want to convey, use
a thesaurus. Most word processors have a thesaurus function.

If you take these steps, you should improve your ability to write in a way which is clear
and easy to read.

The sentence
Gowers, in *The Complete Plain Words*, writes that the two main things to be
remembered about sentences are that ‘they should be short and should have a unity of
thought’.

Ideally, a sentence should convey a single idea. It is sometimes said that, at its simplest,
a sentence should include a subject, an object and a verb. For example, ‘The barrister
[subject] went [verb] into the courtroom [object]’. Most sentences will, of course, contain
much more than these three elements, but you should check each sentence to ensure
that a subject, object and verb are all present. If a sentence does not contain all three
elements, read it again to check that it makes sense.

Incomplete sentences
A common error is to write an incomplete sentence. For example:

“Although liability has been admitted. The question of the amount of damages had still to be
decided.”

The second sentence is complete, but the first is not.

The construction of a sentence often depends on the word with which the sentence
begins. For example, when the word ‘although’ appears at the start of a sentence it
should be followed by two clauses. The structure of a sentence beginning with the word
‘although’ should be:

Although [something is/is not true], [something else is/is not true].

The phrase used in the example should therefore be written as follows:

Although liability had been admitted, the question of damages has still to be decided.

An alternative would be to write two sentences:

Liability has been admitted. However, the question of damages has still to be decided.

Alternatively, create two clauses in a single sentence by means of a semicolon:
Liability has been admitted; however, the question of damages has still to be decided.

**Conjunctions**

It is permissible for two ideas to be linked in the same sentence, provided that an appropriate conjunction is used. A conjunction is simply a ‘joining word’. Take this example, in which the conjunction is missing:

The claim form was issued on 1 April, it was not served until 30 June.

This sentence should be written as follows:

The claim form was issued on 1 April, but it was not served until 30 June.

In this example, the two clauses in the sentence are joined by the word ‘but’. Another option would be to use a single sentence, but to begin it with the word ‘although’:

Although the claim form was issued on 1 April, it was not served until 30 June.

Punctuation can also be used to solve the problem. In the example given, a semicolon would cure the defect:

The claim form was issued on 1 April; it was not served until 30 June.

The semicolon is effective in this instance because it is more emphatic than a comma and splits the sentence into two separate parts. Yet another approach would be to use two sentences instead of one:

The claim form was issued on 1 April. However, it was not served until 30 June.

‘However’ is another word that can cause problems. Take care when using the word ‘however’ in the middle of a sentence. If the word ‘however’ introduces a new clause, then it should be preceded by a full stop or by a semi-colon. For example, do not write:

The claimant has a good case, however further evidence is needed to support the allegations that the defendant was negligent.

This is cured by using a full-stop:

The claimant has a good case. However, further evidence is needed to support the allegations that the defendant was negligent.

The words which follow a conjunction must ‘harmonise’ with the words which precede it. So, in this example, based on one given by Gowers, the sentence:
A woman who is absent from work because of pregnancy has the right to return to work in the same grade and working the same hours…

is incorrect and should be rewritten because the clause ‘to return to work’ does not harmonise with the clause ‘and working’:

A woman who is absent from work because of pregnancy has the right to return to work in the same grade and to work the same hours…

Subject-verb agreement
The rule that the subject and the verb must ‘agree’ simply means that if the subject of the sentence (the doer) is plural, the plural form of the verb (the word which describes what is done) must be used. Similarly, if the subject is singular, the verb must also be singular. Hence:

The claim form was served.
The claim forms were served.

A common reason for making a mistake is the distance between the noun and the verb. Gowers gives this example:

We regret that assurances given us twelve months ago that a sufficient supply of suitable local labour would be available to meet our requirements has not been fulfilled.

In this example, the verb ‘has’ (singular) does not agree with the noun ‘assurances’ (plural).

No doubt, the rule about subject-verb agreement seems very obvious. However, difficulties can arise where the subject of the sentence is a ‘collective noun’. For example, contrast:

The witness statements were served three weeks before the trial

and

The bundle of witness statements was served three weeks before the trial.

In the sentence ‘the witness statements were served…’, the subject is plural (‘witness statements’); in the sentence ‘the bundle of witness statements was served…’, the subject is a collective noun (‘bundle’). The word ‘bundle’ is singular (there is only one bundle), even though it consists of a number of objects. The matter is confused by the fact that some collective nouns are treated as being plural:

A number of witnesses are available to give evidence for the claimant.
The contrast can be explained quite easily. In the sentence which refers to the *bundle of witness statements*, the emphasis is on the bundle (of which there is only one). In the sentence which refers to a *number of witnesses*, the emphasis is on the *witnesses* (of whom there are several).

A further complication is that some nouns may be regarded as being singular or plural. For example, a limited company may be referred to as singular or plural. Thus, the writer can choose between:

- Denby Ltd are manufacturers of widgets
- Denby Ltd is a manufacturer of widgets.

[Company law specialists use the singular on the theory that a company is a separate legal person.]

The same is true of certain other collective nouns such as ‘prosecution’ and ‘jury’. Where you have a choice whether to regard a collective noun as singular or plural, make sure that you are consistent in your treatment of that noun throughout the document you are writing. For example it is wrong to write:

- The Corporation *has* not asked for any advice… and I do not doubt its ability to deal with the immediate situation *themselves*.

The corporation (which may be treated as either singular or plural) is treated as singular on two occasions (‘has’ and ‘its’) but then as plural (‘themselves’).

Another form of sentence construction which can trap the unwary is where there is a mixture of singular and plural nouns. In the sentence:

- The claim form, the witness statements and the draft order *were* all handed to the judge.

The correct form is, of course, plural. Several items were handed to the judge. However, it is possible to rewrite the sentence so that the emphasis is not on all the documents, but is on one particular document:

- The draft order, together with the claim form and the witness statements, *was* handed to the judge.

In that case, the subject of the sentence is the draft order and so the verb is singular, not plural.

It should also be noted that where the subject is an ‘indefinite pronoun’, such as the word ‘each’, it is regarded as singular:

- Each of the documents *has* been certified as being accurate.
Another complexity is the ‘compound subject’. Essentially this is where the sentence has two subjects. The difficulty arises most frequently in the use of ‘either’ or ‘neither’. Where both subjects are singular, the verb will be singular even though there are two subjects:

Neither the Particulars of Claim nor the Defence was served within the time limit prescribed by the rules.

Therefore, you should write:

Neither skill nor knowledge is needed

Not

Neither skill or knowledge are needed.

Where one of the alternatives is plural, however, a plural verb is appropriate. For example:

Neither my letters nor my report on the case are in the file.

**Subjunctive forms**

The subjunctive form of a verb is often used in a phrase containing the word ‘that’ where the intention is to convey the idea that action is necessary. For example:

I would ask that Mr Jones deal with this in his report.
I suggest that this scheme go ahead.
I am not suggesting that such work be halted.

The subjunctive is also appropriate to express an idea which is conditional. For example:

If he were to be convicted, he would face a sentence of up to five years’ imprisonment.
Should he have the chance, Mr Jones should obtain a copy of the letter.

**Pronouns**

A pronoun is a word which stands for a noun and is used to save repeating the noun. For example:

The offender’s driving licence was endorsed and it was returned to him three weeks later.

This is much neater than writing:

The offender’s driving licence was endorsed and the driving licence was retuned to him three weeks later.

You must, however, take great care to avoid ambiguities when you use pronouns. Take this sentence:

If bicycles are chained to the railings, they will be removed.
What will be removed: the bicycles or the railings? To avoid this ambiguity, the sentence should be rephrased:

Any bicycles found chained to these railings will be removed.

Margot Costanzo in *Legal Writing* gives this example:

From the transcript of the evidence it is clear that the bank manager assisted the guarantor to execute the guarantee validly and then he left the room.

There is doubt as to who left the room: the bank manager or the guarantor. This sentence therefore needs to be re-drafted to eliminate the ambiguity.

**Modifiers**

As its name suggests, a modifier is a word or phrase which modifies (that is, restricts, limits or makes more exact) the meaning of another word or phrase. For example, in the sentence:

All barristers in private practice must be members of a circuit

the phrase ‘in private practice’ modifies the phrase ‘all barristers’. The effect is that barristers only have to be members of a circuit if they are in private practice.

Care needs to be taken with the placing of a modifier to ensure that it relates only to the word or phrase to be modified. For example, in the sentence:

Only solicitors and barristers in private practice may appear as advocates in court

the phrase ‘in private practice’ could modify either ‘barristers’ or ‘solicitors and barristers’. The sentence therefore has to be rewritten to remove this ambiguity. If the intention is that the modifier should apply only to barristers, the sentence should be written thus:

Only solicitors, and barristers in private practice, may appear in court as advocates.

The ambiguity is resolved by placing the modifier as close as possible to the word being modified, and by using commas to insulate the modified clause from the rest of the sentence. If the intention is that the modifier (‘in private practice’) should apply both to solicitors and barristers, the sentence should be written thus:

Solicitors and barristers may only appear as advocates in court if they are in private practice.

Gowers says that ‘words…that are most closely related should be placed as near to each other as possible, so as to make clear their relationship’. He gives this example:

No child shall be employed on any weekday when the school is not open for a longer period than four hours.
The phrase ‘for a longer period than four hours’ is intended to modify ‘employed’, not ‘open’, and so should be written:

No child shall be employed for a longer period than four hours on any weekday when the school is not open.

The position of a word like ‘only’ (which is one way of signifying a modifier) can have a dramatic effect on the meaning of the sentence. The following example is given by Gowers:

His disease can only be alleviated by a surgical operation
could mean

Only a surgical operation can alleviate his disease [ie the disease cannot be alleviated in any other way]

or

A surgical operation can only alleviate his disease [ie the operation cannot cure the disease].

Margot Costanzo in Legal Writing gives a further example of ambiguity caused by a misplaced modifier:

You could make a tax deductible gift to a school, hospital or community project within the definition of a charitable institution.

The ambiguity is whether it is only a ‘community project’ which has to fall within the definition of ‘a charitable institution’ or whether the school, the hospital and the community project must all fall within this definition. If the intention is that the modifier should apply to all three, the sentence could be rewritten:

You could make a tax deductible gift to a charitable institution such as a hospital, school or community project.

The paragraph
A paragraph is merely a collection of sentences devoted to a single topic. Generally speaking, paragraphs which consist of only a single sentence should be avoided. On the other hand, long paragraphs are very difficult to read. If you find that you have written a very long paragraph, you should consider whether it could be split into two or more shorter paragraphs.

Each separate topic should be dealt with in a separate paragraph. Each paragraph should deal with only one topic. If a topic is too lengthy for a single paragraph, the topic can be
divided into two or more paragraphs. However, it is not appropriate to do the opposite by combining different topics in a single paragraph.

It is usually helpful if the opening sentence of the paragraph sets out what the paragraph is about. For example:

There can be little doubt that the defendant drove his car negligently. He was driving at 50 mph on a stretch of road governed by a 30mph speed limit. The road was icy, making it more difficult for the defendant to control his car.

Finally, related topics should be kept together in the same section of the document, in order to maintain the overall structure and coherence of what you are writing.

Punctuation

The full stop
The full stop is used to mark the end of a sentence. When using a full stop, check that the sentence which precedes it is complete (see above).

The comma
The comma is used to mark breaks within a sentence. The breaks usually correspond with pauses which would be observed if the sentence were to be read out loud. Commas are also used to write lists where the presentation of the list in the form of a table would not be appropriate. For example:

The agreement was to supply three photocopiers, a collator, a duplicator and various smaller items.

A comma may also be used after an introductory clause. For example:

Although the defendant admitted that he had been driving his car, he denied that he had consumed any alcohol that evening.

Another use for a comma is to introduce a quotation. For example:

Lord Denning said, ‘It was bluebell time in Kent’.

In some instances, commas may also be used in place of brackets. For example:

The claimant’s letter, which was received by the defendant on 1 April, sets out the details of the claimant’s claim.

instead of
The claimant’s letter (which was received by the defendant on 1 April) sets out the details of the claimant’s claim.

A common mistake in the use of the comma is to write a sentence like this:

A copy of the order made by the judge, must be served on the defendant by the claimant’s solicitor.

The comma in that example should be deleted since it is inappropriate to place a comma between the subject and the verb which relates to that subject.

Another common error is to use a comma to link two independent clauses which are not linked together by a conjunction (such as ‘and’ or ‘but’). For example, in this phrase:

On 1 May the company wrote to the engineers to ask them to service the boiler, this was followed up on 14 May by a telephone call repeating the request

the comma should either be preceded by the word ‘and’ or else should be replaced with a full stop or a semicolon.

Where the subject is followed by a phrase which is intended to modify the subject, the modifier will have to be placed between the subject and the verb. In that case, a comma is put before the modifier and a second comma is placed after the modifier. For example:

A copy of the order, once it has been made by the judge, must be served on the defendant by the claimant’s solicitor.

A common mistake is to omit the second comma. To give another example, in this sentence:

The claimant has, in my opinion a good claim against the defendant.

there should be a comma after the word ‘opinion’. A good way of remembering the need for two commas in this context is to think of the comma as a bracket. No one would think of writing:

The claimant has (in my opinion a good claim against the defendant.

A slightly more complicated rule is explained by Sir Ernest Gowers. It is that a ‘commenting clause’ should be placed within commas but a ‘defining clause’ should not. A commenting clause is one like this: ‘Mr Jones, who was here this morning, told me that…’. A defining clause is one like this: ‘The man who was here this morning told me that …’. In the first case, the subject of the sentence (‘Mr Jones’) is complete. This means that the sentence would be correct if it just read, ‘Mr Jones told me that…’. In the second case, the phrase ‘who was here this morning’ is essential to the definition of ‘the man’ and without it the subject is incompletely described.
This is a further example, based on one given by Gowers:

Any expenditure incurred on major awards to students, who are not eligible for assistance from the Ministry, will qualify for a grant.

The commas make the phrase ‘who are not eligible’ a commenting clause. The implication is that no students are eligible for assistance from the Ministry. If the writer’s intention is to say that only some students are not eligible, then the commas should be deleted.

Consider the following sentence:

Pilots, who are inattentive, do not usually live long.

This sentence means that all pilots are inattentive and therefore do not live long. Compare it with the following sentence, which is written without the commas:

Pilots who are inattentive do not usually live long.

Without the commas it means that only those pilots who are inattentive do not usually live long.

The semicolon
A semicolon is similar in effect to a full stop; it is used where a single idea (which could be conveyed in two separate sentences) is conveyed in a single sentence. The semicolon is a useful device where you want to convey two ideas in a single sentence because those two ideas are closely related to each other. It marks a break which is less emphatic than a full stop but more emphatic than a comma. For example:

The claim form was issued on 1 April; however, it was not served until 30 June.

A common mistake is to use a semicolon (;) where a colon (:) should be used (for example to indicate that a list follows). For example, in the following sentence a semicolon is wrongly used to introduce a list:

It was agreed that the following items would be supplied;
(a) three photocopiers
(b) one collator
(c) one duplicator.

The colon
The colon is used to indicate that either a list or a direct quotation follows. For example:

It was agreed that the following items would be supplied:
(a) three photocopiers
(b) one collator
(c) one duplicator.

Or

Lord Denning said: ‘It was bluebell time in Kent’.

In the latter case, a comma would serve equally well.

**The apostrophe**

The apostrophe has two main uses. The first is to indicate possession. Where there is one possessor, the apostrophe precedes the ‘s’.

The claimant’s house.

Where there is more than one possessor, the apostrophe comes after the ‘s’:

The claimants’ house.

The second use of the apostrophe is to indicate that something has been omitted. Examples include don’t and isn’t. Such words are too colloquial to be used in formal document such as an opinion or a statement of case.

Probably the most common mistake in the use of the apostrophe is made with the word it’s:

It’s can only mean it is.

Where the ‘it’ connotes possession, then the word ‘its’ is written without an apostrophe:

The company was convicted of manslaughter on the ground that its directors had been negligent.

**The question mark**

The only relatively common error is to use a question mark where a full stop would be appropriate. A question mark is used at the end of a direct question, such as:

Do you wish me to advise on this question?

Where the question is an indirect one, then the sentence should end with a full stop:

The claimant should be asked where he was standing just before the accident occurred.

**Simplicity of language**

You should always aim to write in plain English, that is ‘in language which conveys its message clearly, simply and effectively’ (De Groot and Maxwell, *Legal Letter Writing*). You will improve your ability to write in plain English if you adopt the guidelines which follow.
Gowers proposes three rules which must be observed in order to write in plain English:

- Use no more words than are necessary to express your meaning.
- Use the familiar word rather than the far-fetched.
- Use words with a precise meaning rather than those which are vague.

However, there are several other principles to be borne in mind if you are to succeed in writing plain English.

**Use the active voice rather than the passive voice**
The ‘active voice’ is where the subject of the sentence does the action; the ‘passive voice’ is where the action is done to the subject of the sentence. For example, it is better to write:

The claimant sent a letter to the defendant

than

A letter was sent by the claimant to the defendant.

Using the active voice instead of the passive voice usually results in shorter sentences, which are therefore easier to read.

**Use verbs rather than nouns based on verbs**
It is clearer to write:

The defendant’s lorry collided with the claimant’s car

than

The defendant’s lorry was in collision with the claimant’s car.

**Keep your sentences as short as possible**

When someone is reading, they usually read sentence by sentence. All the information contained in a sentence is stored up in the memory until the reader reaches the end of the sentence. Only then can the information be processed and the whole message received. It is for this reason that short sentences are easier to read than long sentences. The longer the sentence, the more the reader has to remember before being able to work out what message the sentence is conveying. It follows that short sentences make it easier for the reader to take in the meaning of what is written.

Of course, in any piece of written work the sentences will vary in length. However, if you find yourself writing a long sentence, pause to ask yourself whether it could be split into two separate sentences (or whether it could be split into two parts by the use of a semicolon).
Margot Constanzo in *Legal Writing* gives this example of a sentence which, although not too long, could be split up in order to be more digestible:

> Practice of the law today is difficult and successful practice is extremely challenging.

This sentence can be shortened by replacing the ‘and’ with a full stop:

> Practice of the law today is difficult. Successful practice is extremely challenging.

Sometimes, the only remedy is to rewrite an unduly long sentence. Take this example of an indigestible sentence taken from *The Complete Plain Words*:

> Separate departments in the same premises are treated as separate premises for this purpose where separate branches of work which are commonly carried on as separate businesses in separate premises are carried on in separate departments in the same premises.

It is particularly easy to fall into the trap of writing this sort of nonsense when you are trying to paraphrase the words of a statute. The author suggests rewriting that particular nonsense by starting with the word ‘if’:

> If branches of work commonly carried on as separate businesses are carried on in separate departments at the same premises, those departments will be treated as separate premises.

**Put the words in a logical order**

Ideally, the subject should be as close as possible to the verb and the verb should be as close as possible to the object. This keeps the ‘action’ in one place. Where a modifier is used, the words which constitute the modifier should be placed as close as possible to the word(s) being modified.

In *Legal Writing*, De Groot and Maxwell (written at a time when a claimant was known as a plaintiff) give this example of a sentence which is difficult to assimilate because of a very long gap between the subject and the verb:

> The lawyer, who previously acted for the plaintiff in these proceedings and, in all instances, can be said to have behaved in an exemplary manner (despite allegations to the contrary by the plaintiff), should be awarded her costs without delay.

The authors suggest that the sentence should be rewritten as follows:

> This lawyer previously acted for the plaintiff in these proceedings. In all instances she can be said to have acted in an exemplary manner, despite allegations to the contrary by the plaintiff. Accordingly, she should be awarded her costs without delay.
Those three sentences are easier to read than the single, longer, sentence. Sir Ernest Gowers, in *The Complete Plain Words*, gives this example:

The existing Immigration Regulations occasionally – only a very limited number of cases have come to my attention – produce undue hardship, though I know of only a few cases.

The reader is kept waiting because the flow of the sentence is interrupted by the comment about the number of cases which have come to the writer’s attention. Gowers suggests rewriting that sentence as follows:

The strict interpretation of the existing Immigration Regulation occasionally produces hardship, though I know of only a few cases.

Gowers gives a further example:

These proposals, which it is intended should be effected without requiring police authorities to increase manpower or expenditure although there may be some modest increase in expenditure by the Police Complaints Board, are described in Annex A to this paper.

It is much easier to read if written thus:

These proposals are described in Annex A to this paper. It is intended that they should be effected…

Another problem with the order of the words is that you can convey a meaning other than the one you intend if you do not get the order of the words right. For example, the sentence:

When out of work, the state requires you to register as unemployed.

suggests that the state is out of work. It should be written:

When you are out of work, the state requires you to register as unemployed.

or

The state requires you to register as unemployed when you are out of work.

**Make sure that your use of terminology is consistent**

You must be consistent in the names you give to things and to people. Otherwise, the reader will become confused. So, for example, decide whether you are going to identify a party as ‘the respondent’, ‘the employer’, ‘the company’ or ‘Fiddlesticks Ltd’ and use the same label throughout.

**Do not use language which is too elaborate**
An extensive vocabulary is a very useful asset to possess, since it enables you to find precisely the right word to convey the meaning which you intend. However, you should try to find the simplest word which says what you want to say. To write, ‘The meteorological prognostications were unpropitious’ is pompous in the extreme. It means, ‘The weather forecast was poor’, or you might prefer, ‘The weather forecast was unpromising’.

In the drafting of documents such as contracts, the language tends to be very formal. Phrases such as ‘the said agreement’ and ‘hereinafter referred to as’ often appear. However, such phrases have no place in documents such as opinions or in correspondence. Modern statements of case must also be written in plain English, avoiding old fashioned drafting language, Latin and Law French. A useful table of old fashioned phrases and their modern equivalents can be found in the Drafting Manual at para 3.6.

Avoid unnecessary words
In The Complete Plain Words, Sir Ernest Gowers complains about the use of ‘padding’, or ‘verbiage’ as it is sometimes called. He defines this as ‘the use of words, phrases or even sentences that contribute nothing to the reader’s perception of the writer’s meaning’. You should make sure that every word you write has a role to play in the sentence of which it forms part. Avoid putting in words which are simply padding. A common offender is the phrase ‘as such’.

In the phrase:

The claimant has no claim against the defendant as such

the words ‘as such’ are meaningless and so should be omitted.

Other offenders include ‘it should be noted that’ or ‘it should be pointed out that’: these phrases rarely add anything.

‘During such time as’ means ‘while’, ‘in all probability’ means ‘probably’, ‘in close proximity’ means ‘near’, ‘on a temporary basis’ means ‘temporarily’.

Something else to be avoided is the ‘double negative’. Usually two negatives cancel each other and produce an affirmative. To say that something is ‘not uncommon’ means that it is common. Perhaps the reasons for saying ‘not uncommon’ is to try to convey that the thing is not very common; a better way of doing so would be to say that it is ‘fairly common’. The reason for avoiding double negatives is that they can be difficult for the reader to understand. It is also easy for the writer to make a mistake and write the opposite of what is intended. Gowers gives this example:

There is no reason to doubt that what he says in his statement is not true.

What the writer was trying to say was:
There is no reason to doubt that his statement is true.

**Take care when using standard words and phrases**

Care needs to be taken when using stock phrases. Examples of phrases which are often written incorrectly include: ‘as regards’, ‘with regard to’, ‘consists of’, ‘comprises’.

You must not confuse the word ‘counsel’ (barrister) with the word ‘council’ (local authority). Another common error is to write ‘tortuous’ instead of ‘tortious’. Also frequently mixed up are ‘principle’ (fundamental concept, or doctrine) and ‘principal’ (a person who employs an agent etc).

Remember that ‘advice’ is a noun; ‘advise’ is a verb.

**FURTHER READING**

‘Legal Writing’ by Margot Costanzo (Cavendish Publishing Ltd, 1995)