Q: Lawyers seem to be afflicted with a contagious disease: verbal diarrhea. A colleague has just e-mailed me a clipping announcing that a group of lawyers will be "assembled together" to discuss a problem. My dictionary confirms what I already knew: The verb *assemble* means "to bring or gather together." So why on earth do you need to attach an unnecessary *together* to *assemble*?

A: Because lawyers want to be *absolutely certain* to convey information *exactly right*, although neither *certain* or *right* need emphasis. The redundancy also occurs in the legal use of both digits and writing in amounts of money: "$1,500 (one thousand five hundred dollars)." Readers who dislike this practice asked the reason for the repetition. On checking grammatical authorities, I received only this nonexplanation: "This repetition is not used except in legal documents."

Lawyers' love of verbiage is both criticized and ridiculed. One critic imagined the 23d Psalm, as a lawyer would write it: "The Lord is my external-internal integrative mechanism. He positions me in nondecisional stance. He maximizes my adjustment. …" Another critic offered a lawyer's version of the offer, "Satisfaction or your money back":

> The remittance of sums paid by customers purchasing articles in or of this establishment is hereby guaranteed in the event that such articles, or one or more thereof, shall be hereafter deemed unsatisfactory to or by the said customers.

One reason lawyers use verbiage is that they think that, if they use exactly the same language as was used in a previous case in which a favorable decision was awarded, they will improve their chances of convincing the judge to hand down a similar decision. In Old English, when formulas were ritualistic, only their exact repetition would guarantee the desired effect. That expectation still occurs. So formulas, like "residue and remainder," and "null and void and of no further force and effect" are still common in legal documents.

But many lawyers criticize these cumbersome and redundant formulas. For example, Attorney Clemson N. Page Jr. recently e-mailed me the phrase, "This office, by and through the undersigned," and asked, rhetorically, "Do you believe that language is somehow more weighty and dignified than 'I'"?

Lawyers have no monopoly on verbosity. The public enthusiastically joins in. The adverb *back* is attached to verbs that don't need it. You have probably heard "return an item back," "reply back," "answer back," and "I haven't heard back yet." None of these verbs needs an adverbial crutch. It may have been added by analogy to phrases like "come back," "hurry back," and "call back," in which the adverb *back* completes the idea.

Readers have asked about the propriety of the expression, "Get it for free." Because *free* means "at or for no cost," *for* is obviously unnecessary. The ubiquitous adverb *up* is sometimes needed and sometimes gratuitous. In the phrase, "Turn up the sound," *up* completes the meaning of turn. So do the adverbs *on*, *off*, and *down* after *turn*. But *on* is added, although unnecessary, in the phrase, "Continue on." The verb *load* can stand alone but seldom does; *onload* often replaces *load*; *offload* often replaces *unload*; and the computer term is *download*.

Nobody notices the redundancy of the word *shoulders* in the sentence, "Shrug your shoulders." (The verb *to shrug* means "to raise shoulders.") The phrase "What it is is …" sounds redundant but it isn't, because *what it is* is a noun phrase that acts as the subject of the sentence, and the second *is* is the verb. (We would say, for example, "The thunder is," and *what it is* takes the place of "the thunder.") However, other similar constructions like "the point is is …" and "the fact is is …" are ungrammatical and redundant. Both *the point* and *the fact* are nouns so only one is is needed. Why do people add a second is? Probably by analogy to *what it is is*.

I used to give my first-semester law students a list of wordy "lawyerly" phrases and ask them to shorten them. Not yet influenced by casebook formulas, they did a good job. Here are a few:

- The question as to whether … If
- Because of the fact that … Because
- The reason why is because … The reason is (that)
- In a similar nature to… Like
- During the time that … While
- At the time at which … When
- In the same way as … As
- The fact of the matter is that … The fact is (that). **TFL**

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