Language for Lawyers

by Gertrude Block

Question: *Please comment on the phrase, "At this point in time." I see it in many depositions; attorneys seem to have been vaccinated with it.*

Answer: Philadelphia attorney George Whitford vividly characterizes this phrase as a "tiresome, trite, and vapid banality." In his letter to writers who use it, he asks, "Would Junior say, 'I don't want to go upstairs at this point in time?' Of course not. Even youngsters know better than this."

Most lawyers will probably agree that legal language should delete redundant expressions like this one. Fort Lauderdale attorney James D. Camp Jr. mailed a list of phrases that he would ban from business letters. His list included the following:

- Please be advised that ... (This is a meaningless phrase.)
- Needless to say ... (Then don't say it.)
- To be perfectly honest ... (Weren't your other remarks honest?)

To this list should be added, "In any way, shape, or form," a favorite of politicians who are being interviewed on television or radio.

David Mellinkoff, in his book, *The Language of Law* (1963), lists numerous redundancies inherited from medieval legal English and preserved in current legal language. Here are a few:

- Null and void (and even "null and void and of no further force and effect")
- Give, advise, and bequeath
- Keep and maintain
- Goods and chattels

The presence of doublets and triplets is attributable to the changes in the English language resulting from the Norman Conquest in 1066. Many French invaders settled in England, bringing along their language. The language of the church was Latin, and that language was incorporated into English. The result is that English is a language rich in nuance but also in legal redundancy. Some lawyers—careful to choose the language that will win their case—use it all.

Potpourri

For personal view of legal jargon, consider the following, a dermatologist's account of his experience trying to refinance his house ("Closing in on Jargon," in *Postgraduate Medicine*, January 1994:

> The closing involves sliding pieces of paper across the table in very specific order, even though they all have to be signed anyway. ... We [he and his wife] were doing our best to keep up, when our closer suddenly brought things to a screeching halt, citing several important points of what sounded like real estate law. "I'm sorry, but the settlement title abstract has to be prorated," she said.
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> I admit I got a little flustered. While I understand medical jargon, I'm not used to dealing with another profession's pointless gibberish. ... I started talking gibberish right back: "Well, ascending cholangitis can be ameliorated through parenteral antibiotic therapy," I replied. The closer eyed me carefully: "Of course, personal mortgage insurance is required for any trasaction involving a federally approved lender."
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> "Retrograde pylegraphy," I nodded. "Otherwise, ureteral reflux will cause deterioration of the renal parenchyma."
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> "Long-term deferred annuities."
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> "Subacute bacterial endocarditis."
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> In desperation, she suddenly spoke up, and this, to the best of my recollection, is exactly what she said: "The borrower's compliance disbursal of funds is entirely contingent upon certification of occupancy of the settlement statement for initial escrow account, providing prepayment."
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> I glared at her, my tired brain weighing the options. Looking back I know I probably went too far, but she made me mad. "You know, I couldn't help noticing that mole on your neck," I said casually. It's probably nothing, but I think you should have it checked. It could be a congenital subdermal dysplastic junctional nevus."
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> I'm not sure what happened after that. We still live in the same house. My wife thinks we signed a paper promising the closer free dermatologic care for life, but I think she's mistaken. ⊙

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