

British lawyers' attitudes to plain English

By Mark Adler

I sent four versions of a lease assignment (shown on the following pages) to a selection of lawyers in England and Wales. Versions A and B were written in traditional style, C and D in plain English. A was more traditional than B, and D more radical than C (though C is arguably the better document). Minor deliberate mistakes were planted in the texts.

They were accompanied by a questionnaire designed to show:

- whether respondents thought they supported plain English in principle and used it in practice; and
- how accurate those opinions were.

An adapted form of the questionnaire was also sent to a selection of lay clients and their answers were compared with those of the lawyers.

Note: The expression "plain English" (sometimes abbreviated to PE) has been preferred to "plain language". It is more familiar to British eyes, and we were speaking only of English.

Replies

Table 1 shows that there was a much higher reply rate among the non-lawyers, all of whom knew me. The personal connection may have helped, but none of the six or so solicitors who knew me (and with all of whom I was on good terms) replied. An alternative interpretation (supported by the reactions of the public to CLARITY's campaign) is that lay people are more concerned than lawyers about the unintelligibility of legal language.

CLARITY members were deliberately excluded from the survey on the grounds that they would distort the result. Only about 1 in 200 British lawyers is a member, and it was the attitudes of the others that I was investigating. One member, an experienced plain drafter, particularly asked for a copy of the questionnaire as a matter of interest only, and gave considerably more sophisticated answers than the others. These have not been included in the figures quoted.

Table 1
The sample

	QCs	Junior barristers	Solicitors	Non-lawyers
Questionnaires sent to	44	62	163	30
Replies from	5	12	38	20
I have excluded from this table the answers of one respondent who overlooked two pages of the questionnaire. It was not clear whether he or she was a silk or a junior barrister.				
Percentage replying	11	19	23	67

Table 2
Do you support the use of plain English in the law?

	QCs	Junior barristers	Solicitors	Non-lawyers
Yes	4	12	29	20
Maybe	1	1	8	0
No	0	0	1	0
%age answering "yes" amongst those replying	80	92	76	100
%age of "yes" + "maybe" amongst those replying	100	100	97	100

» continued on page 34

VERSION A

THIS ASSIGNMENT is made the seventeenth day of April One thousand nine hundred and ninety two BETWEEN TRUCK CHASSIS LIMITED whose registered office is situate at 15 Mole Street East Molesey in the County of Surrey (hereinafter called "the Vendor") of the one part and JOHN BROWN (BODIES) LIMITED whose registered office is situate at 24 King Street Worplesdon in the County of Surrey (hereinafter called "the Purchaser") of the other part

WHEREAS

1. By a Lease (hereinafter called "the Lease") dated the twenty third day of May One thousand nine hundred and ninety and made between ARTHUR BRIAN CHARLES of the one part and the Vendor of the other part ALL THAT Lock-up shop situate and known as 10 Moorgate London EC2 was demised to the Vendor for a term of twenty five years (less the last 10 days thereof) from the twenty fifth day of December One thousand nine hundred and eighty nine

2. The Vendor has agreed with the Purchaser for the sale to it of the premises comprised in and demised by the said Lease for a consideration of fifty thousand pounds (£50,000)

NOW THIS DEED WITNESSETH as follows:-

1. IN Pursuance of the said Agreement and in consideration of the sum of fifty thousand pounds now paid by the Purchaser to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as Beneficial Owner hereby assigns unto the Purchaser ALL THAT the premises comprised in and demised by the Lease TO HOLD the same unto the Purchaser for all the residue now unexpired of the term thereby created and subject henceforth to the payment of the rent thereby reserved and to the observance and performance of the covenants on the part of the Lessee and the conditions therein contained

IN WITNESS WHEREOF the Vendor has caused its Common Seal to be hereunto affixed the day and year first hereinbefore written

THE COMMON SEAL of TRUCK CHASSIS LIMITED
was hereunto affixed in the presence of:-

Director

Secretary

VERSION B

ASSIGNMENT

Date	17th April 1992
Vendor	Truck Chassis Limited whose registered office is at 15 Mole Street East Molesey Surrey
Purchaser	John Brown (Bodies) Limited whose registered office is at 24 King Street Worplesdon Surrey

BACKGROUND

1. By a Lease ("the Lease") dated 23rd May 1990 and made between ARTHUR BRIAN CHARLES (1) and the Vendor (2) the lock-up shop known as 10 Moorgate London EC2 was demised to the Vendor for a term of twenty five years (less 10 days) from 25th December 1989
2. The Vendor has agreed with the Purchaser for the sale to it of the premises demised by the Lease for a consideration of fifty thousand pounds

ASSIGNMENT

1. In consideration of the sum of fifty thousand pounds (£50,000) now paid by the Purchaser to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as beneficial owner hereby assigns unto the Purchaser ALL THAT the premises comprised in and demised by the Lease for the residue of the term subject to the payment of the rent thereby reserved and to the observance and performance of the covenants and conditions therein contained

IN WITNESS whereof the common seal of the Vendor has been affixed the day and year first above mentioned

THE COMMON SEAL of TRUCK CHASSIS LIMITED
was fixed in the presence of:-

Director

Secretary

VERSION C

Assignment of lease

DATE 17th April 1992

THE PARTIES

- (1) **The Seller:** TRUCK CHASSIS LIMITED
whose registered office is at
15 Mole Street, East Molesey, Surrey.
- (2) **The Buyer:** John Brown (Bodies) Limited whose registered office
is at 24 King Street, Worplesdon, Surrey.

DEFINITIONS

- "the Property" means the lock-up shop known as 10 Moorgate, London EC2.
- "the Lease" means a lease of the Property dated 23rd May 1990 and made between Arther Brian Charles and the Seller for a term of 25 years (less 10 days) from 25th December 1989.
- "the Premium" means £50,000.00.

ASSIGNMENT

In exchange for the premium (receipt of which the Seller acknowledges) the Seller as beneficial owner assigns the Lease to the Buyer.

Signed as a deed on behalf of
TRUCK CHASSIS LIMITED by:

Director

Diretor or company secretary

VERSION D

Assignment of leaseParticulars

Date	17th April 1992
Seller	Truck Chassis Limited of 15 Mole Street, East Molesey, Surrey
Buyer	John Brown (Bodies) Limited of 24 King Street, Worplesdon, Surrey
Shop	10 Moorgate, London EC2
Lease	That made 23rd May 1990 between Arthur Brian Charles and the Vendor, by which the Shop was let for 25 years (less 10 days) from 25th December 1989
Premium	£50,000.00

Assignment

In exchange for the premium (which the seller has received) the seller as beneficial owner passes its interest in the lease to the buyer.

Signed as a deed on behalf of
TRUCK CHASSIS LIMITED by:

Director

Director or company secretary

» continued
from page 29

Attitudes to plain English - in principle

Table 2 shows a high claimed level of support for plain English among the lawyers, incompatible with the details of the answers as well as with experience. The results shown on this and the following pages suggest that this is because lawyers do not know what plain English is. Further research might investigate this apparent misapprehension.

Table 3 shows an extraordinary optimism by the profession, with no great difference between the branches; almost all think either that they use plain English or that "maybe" they do.

Our criteria for qualifying as one who knows the basic rules of plain English (in table 4) were:

- To prefer each of versions C and D to each of A and B.
- To disapprove of long sentences, long paragraphs and passive verbs in documents formal and informal, and to approve of punctuation.

Only ten passed the test.

We counted as "almost" those who failed the test on only one of the second group of criteria. This accounted for another six; five who accepted passive

Table 3
Do you use plain English?

	QCs	Junior barristers	Solicitors	Total
Numbers				
Yes	2	7	18	27
Maybe	2	5	17	24
No	1	0	3	4
Percentages of those replying				
Yes	40	58	47	49
Maybe	40	42	45	44
Yes + maybe	80	100	92	93
No	20	0	8	7

Table 4
Did respondents know the basic rules of plain English?

	QCs	Junior barristers	Solicitors	Total	Non-lawyers
Numbers					
Yes	2	5	2	10	3
Almost	0	3	3	6	7
No	3	5	33	40	10
Percentages of those replying					
Yes	40	38	5	16	15
Almost	0	23	8	11	35
No	60	38	87	71	50

* The uncategorised barrister mentioned in the note to table 1 qualified.

verbs and one who allowed long sentences.

Table 4 gives a truer picture, and here a difference I was not expecting emerged between the branches. Barristers seem more aware than solicitors, 87% of whom showed as traditional drafters, with only 5% possibly plain.¹ Judging from my experience in

¹ The sample of QCs is probably too small to show a trend. When the interim results were announced in Vancouver last year, only three silks had replied, two of whom qualified as plain. With the other table 4 figures this suggested that plain drafting would be found in direct proportion to seniority in the profession. But two later replies changed the picture.

general practice, even these results are over-optimistic. It may be that plain English sympathisers tended to respond to the questionnaire in higher numbers than the profession as a whole. But I suspect that the real reason is that more lawyers can pick out the "right" answers to questions about style than are able to apply the rules, particularly when they need to apply them whilst working under pressure. Had I anticipated this result I would have asked for specimens of the respondents' own drafting to provide a more reliable indication of their ability to write plainly.

Table 5 is a slight variation on Table 4, examining the accuracy of the respondents' self-assessments. The silks did noticeably better than the others: the two who claimed to be plain were; one who did not claim to be plain was also right; but neither of the "maybe"s passed the test, or even qualified as "almost".

Attitudes to plain English - in practice

It is clear from tables 6 to 9 that many lawyers expressing support for plain English do not in truth support it.

There is an encouraging lack of support for version A of the specimen document. But only 59% of those expressing a preference would rather send out version C or D than A or B. A few more would prefer to receive them, suggesting an element of timidity (which is borne out by table 12). More still would prefer to explain the plainer versions to a client.²

² Predictably, all lay respondents preferred versions C and D, with one exception. (The client who preferred version A did not understand it, and thought that the other versions were entirely different documents.)

Table 5
How many of those who said they used plain English know how to?

	Yes, according to them			Total
	QCs	Junior barristers	Solicitors	
Yes, according to us	2 100%	3 43%	2 11%	7
Almost " " "	0 0%	3 43%	2 11%	6
No " " "	0 0%	1 14%	15 79%	16
Total	2	7	19	
	Maybe, according to them			Total
	QCs	Junior barristers	Solicitors	
Yes, according to us	0 0%	2 40%	0 0%	2
Almost " " "	0 0%	1 20%	1 6%	2
No " " "	2 100%	2 40%	15 94%	19
Total	2	5	16	

Table 6
Which of the four versions would you prefer?

	Lawyers			Lay
	To send	To receive	To explain	
A	6 11%	5 9%	3 6%	1
B	16 30%	15 28%	11 21%	0
C	18 33%	18 33%	22 42%	9*
D	14 26%	16 30%	17 32%	13*
A/B combined	22 41%	20 37%	14 26%	1
C/D combined	32 59%	34 63%	39 74%	19

* These figures include 2 respondents who gave "C/D" as their preference

Experience suggests that you would be lucky to get one plain document from all the 54 lawyers who answered this question. Why the discrepancy?

Perhaps some were saying that they would rather send

out plain documents if they could, but as they cannot, and there is a dearth of precedents, they stick to the old formulas. But only three respondents said they preferred to receive a plain version but send a traditional one. Let us look at their answers in detail.

Respondent 15

R15 did not give a name, but is a sole practitioner in outer London.

He or she preferred to receive D because "it is simpler and clearer" but to send A "because it is expected and the meanings of words and phrases are well established". D was better to explain to inexperienced clients, "who could read and understand it better".

R15 gave as the disadvantages of plain English generally (regardless of the merits of these particular documents) that the legal effect was less predictable, that it was probably disliked by judges, and was more likely to be perversely interpreted by a judge. Plain English, on the other hand, was easier and quicker to write and to read (both for lawyers and lay people), tended to permit fewer mistakes, was preferred by most clients, reduced costs, and was "generally more efficient". But R15 said: "I am reluctant to use plain English in legal documents for fear that the meaning could be misunderstood. It is safer to use phrases which are well defined. It would take many years for alternative phrases to be legally defined by judges and in the meantime there would be uncertainty. I cannot see any solution to (this) problem."

R15 was not interested in plain English training, nor in receiving further information about CLARITY, although the questionnaire had been "interesting". No return address was given. It is a pity that we cannot point out to someone who would prefer to write plainly were it not for certain perceived drawbacks that his or her reluctance is based on false assumptions. This shows the importance of publicising our work.

Surprisingly, R15 answered *maybe* to "Are you a PE user?"

Respondent 37

R37 identified herself as a solicitor in a medium-sized firm (one of between 6 and 15 solicitors), again in outer London. She had been qualified long enough not to need continuing education points.

She would prefer to receive version D because it was "clearer", but to send B to another solicitor because "that's what they're used to". She would prefer to explain D to a client.

Like R15, she thought that the legal effect of plain English was less predictable, that it was probably disliked by judges, and was more likely to be perversely interpreted by a judge. But she saw other disadvantages: it was harder and slower to write, and there was more chance of making a mistake in composition. Yet she agreed that PE was easier and quicker to read, for lawyers as for lay people, and that there was more chance of picking up mistakes in the reading that had been made in the

writing. On balance, she thought it was generally more efficient, and she considered herself a plain English user.

She was willing to spend up to £100 on a series of six evening seminars on plain legal drafting.

She did not say whether she wanted more information about CLARITY or our seminars, nor what she thought of the questionnaire.

Respondent 46

R46 was a solicitor in a small firm (2-5 solicitors) in a town in the north-east.

He preferred D to receive because it was "clear and concise. Only need to read it once". He preferred B to send because it was "typical of precedents that we use. (I am) more comfortable with it." D was preferred to explain to the inexperienced client because of its "simple language". He said: "I am at heart a 'Low Church' lawyer. The less the mumbo-jumbo, the more the commitment to the purpose. Whereas by tradition I am a fairly 'High Church' lawyer and feel that unless there is a fair amount of ritual the true and accurate message will not be transmitted."

He thought that PE was easier and quicker for everyone both to write and to read, that it gave a better opportunity to notice mistakes whilst reading, was easier to take instructions, was preferred by most clients and probably by judges, was less likely to be perversely construed by a judge, saved money, and was generally more efficient. But there was more chance of making a mistake when writing.

He supported the use of plain English by lawyers, but would like to see more precedents.

He was willing to spend up to £60 on a correspondence course, but did not want more information about CLARITY, though he had found the questionnaire "interesting".

All three respondents

Table 7 shows their answers to question 4, which (subject to an irrelevant simplification of coding) read:

We have listed below several points of style. Please use the letter code to show the class of documents in which you think each is acceptable.

A: Acceptable in any document.

I: Acceptable only in informal documents (eg letters).

F: Acceptable only in formal documents (eg leases).

N: Never acceptable.

Table 8 shows the answers of all lawyer respondents to that question, and table 9 separates out the answers of those who are neither plain nor "almost". Some interesting patterns emerge.

The cosmetic rules (not splitting infinitives and ending a sentence with a preposition) are widely consid-

Table 7

The application of various drafting rules (those preferring to receive plainer version than to send)

	1 Paragraphs > 300 wds	2 Sentences 40-100 wds	3 Sentences > 100 wds	4 Passive verbs when active would do	5 Split infini- tives	6 Foreign words	7 Sentences ending in preposition	8 Punctuation
R15	F	F	N	F	N	A	I	A
R37	N	F	N	F	N	I*	N	A
R46	N	F	N	N	N	I	I	A

* "or for precision".

Table 8

The application of various drafting rules (all lawyer respondents)

	1 Sentences > 100 wds	2 Paragraphs > 300 wds	3 Split infinitives	4 Sentences ending in a preposition	5 Sentences 40-100 words	6 Passive verbs when active wd do	7 Foreign words	8 Punctuation
Acceptable								
A	2	4	4	3	5	9	18	47
I	1	3	15	18	3	10	12	5
F	7	12	1	2	25	17	12	0
N	45	36	35	32	22	16	12	1
No reply	1	1	1	1	1	4	2	3
%age of those replying who disapprove for all documents	82	65	64	58	40	29	32	

Table 9

The application of various drafting rules (possible PE users and "almost"s excluded)

	1 Sentences > 100 wds	2 Paragraphs > 300 wds	3 Split infinitives	4 Sentences ending in a preposition	5 Sentences 40-100	6 Passive vbs when active would do	7 Foreign words	8 Punctuation
Acceptable								
A	2	4	2	1	5	5	12	32
I	1	3	11	13	3	9	10	5
F	7	11	1	2	24	16	10	0
N	29	21	25	23	7	6	6	1
No reply	1	1	1	1	1	4	12	2
%age of those replying who disapprove for all documents	74	54	64	59	18	17	16	

Table 10
The application of various drafting rules (lay respondents)

	1	2	3	4	5	6	7	8
	Sentences > 100 wds	Paragraphs > 300 wds	Split infinitives	Sentences ending in a preposition	Sentences 40-100	Passive vbs when active would do	Foreign words	Punctuation
Acceptable								
A	1	1	4	1	2	3	3	16
I	3	3	2	3	4	3	3	2
F	1	1	1	2	4	3	2	0
N	14	14	9	9	9	7	11	0
No reply	1	1	4	5	1	4	1	2
%age of those replying who disapprove for all documents	74	74	56	60	47	44	58	

ered more important than the rules which aid understanding. Predictably, that finding is more marked if we exclude plain writers from the figures. Table 9 shows that a far higher proportion of the "excluded" group think it worse to split an infinitive (64%) or to end a sentence with a preposition (59%) than to use sentences of up to 100 words (18%), a passive verb when an active one will do (17%) or foreign words (16%). These two pseudo-faults are condemned by more table 9 respondents than any of the genuine faults except for sentences exceeding 100 words.

Yet Gowers says of the split infinitive:

Since "to" is not an essential part of the infinitive, broadminded grammarians see no grammatical reason for the rule.

It is also a bad rule, which many people (including good writers) reject. It increases the difficulty of writing clearly and makes for ambiguity by inducing writers to place adverbs in unnatural and even misleading positions.³

Eric Partridge gives as an example of an infinitive which should be split:

³ *The Complete Plain Words* (3rd edition), Penguin Books, 1986, p.143.

⁴ *Usage and Abuse*, Penguin Books, 1973, p.296.

⁵ As note 1, p.106.

Our object is to further cement trade relations.⁴

On the preposition point, Gowers says:

Do not hesitate to end a sentence with a preposition if your ear tells you that that is where the preposition goes best. There used to be a rather half-hearted grammarians' rule against doing this, but no good writer ever heeded it, except Dryden, who seems to have invented it.⁵

Perhaps the most surprising result of the survey was the 87% majority of lawyers in favour of punctuation in all documents. I hardly ever receive a punctuated draft in the course of my practice. And there was little comment on the subject. Number 19 opposed punctuation on the ground that few people can do it accurately, but no-one else gave a reason for omitting it.

Substantially higher proportions of the lay respondents objected to sentences over 40 words, long paragraphs, unnecessary passive verbs, and the use of foreign words. All favoured punctuation in all documents, and three added that it was essential.

The perceived advantages and disadvantages of plain English are set out in tables 11 and 12. They show, as the main obstacles we must overcome, fear of error, of uncertainty, and of the hostility of judges. [See footnote⁶ on the next page.]

Table 11
Perceived advantages of PE (by lawyers)

Does it have this quality?	Yes	No	No reply	Yes as %age of yes + no	Yes as %age of all respondents
Easier for lay person to read	49	1	6	98	88
Quicker for lay person to read	47	0	9	100	84
Preferred by most clients	39	1	16	98	70
Easier for lawyer to read	38	1	17	97	68
More chance of seeing error reading	36	3	17	92	64
Generally more efficient	35	6	15	85	63
Quicker to write	32	9	15	78	57
Easier to take instructions	31	3	22	91	55
Cheaper	29	2	25	94	52
Easier to write	29	9	18	76	52
Less chance of error writing	21	12	23	64	38
Less likely to be interpreted perversely by judge	19	13	24	59	34
Probably preferred by judges	17	14	25	55	30
Legal effect more predictable	15	20	21	43	27

The third of those fears should be the easiest to overcome, with the goodwill of the bench. Professor Kimble's research in America, as reported in previous issues, has shown that some 85% of judges prefer plain English, and - more importantly - find it more persuasive than traditional language. Unfortunately, we have not yet been able to repeat his research in England.

It may be difficult to overcome the fear of error but it is not impossible. Plainly drafted precedent books should be a considerable help; these have been appearing, and more are on the way. Training is the other clearly necessary step, but according to table 13 not many respondents were interested in it. Perhaps there will be more demand for it when the current financial hardship has eased: we cannot expect many lawyers to give PE training high priority in the present climate.

⁵ Where doubts are expressed it seems reasonable to treat the "don't knows" - of whom there were many - as tentative "no"s; thus the last column of table 10. [I would treat the results in these two tables with caution in the light of the conclusion that different respondents understood different things by the expression "plain English". Further research might investigate these differing views.

⁶ This myth has been roundly debunked by Professor David Mellinkoff in *The Language of the Law*, Little Brown & Co, 1963 (reviewed in *Clarity* 20 [April 1991], page 13).

Table 12
Perceived disadvantages of PE

Reason	Number so answering
Fear of error, ambiguity, or unpredictable effect	24
Belief that judges disapprove	14
Harder or slower to write (at least at first)	14
Dislike style; insufficient gravitas	8
Harder or slower to read	7
Unfamiliar, loss of tradition	6
Harder to take instructions	4
Contrary to expectation of other lawyers	3
Generally less efficient	3
More expensive	2
Legalese justifies fees	2
Restrained by employers	1
Disliked by clients	1

The fear of uncertainty of interpretation straddles the fear of judges' perversity and the fear of error. It feeds on the false belief that traditional legalese has been honed to precision⁶. And those who admit the fear seem to be expressing the extraordinary proposition that if they write more clearly they are more likely to be misunderstood.

Deliberate mistakes were noticed by only four respondents, but they only noticed the error in version D; the mistakes in the other versions all passed unnoticed. This supports the view I have formed from my practice

Table 13

Which non PE users would undertake plain language training?

	Type of training				Approximate £ willing to spend			% willing
	1/2-day	1-day	6-evenings	correspondence	0-50	51-100	more	
*Almost*s (out of 6)	1	0	0	0	0	1	0	17
Utter non-PE users (out of 40)	4	2	3	2	1	5	5	28

that many of us do not read documents carefully enough (or at all, sometimes). It is ironic that one of these respondents, no. 35, answered every part of section 6 (see table 12) in favour of plain English except the question *Is there more or less chance of seeing an error when reading (plain English)?*, which he left blank.

Only three people suggested changes as preconditions of plain English. These were:

Another Interpretation Act	1
A lead by parliament	1
A book of precedents	1

Two others specified:

Gradual change	1
General acceptance	1

There was a certain amount of inconsistency in the replies:

- One sensitive soul said "Why is it that we have to cater to the Lower Common denominator? If people can't understand a straightforward document like an assignment, perhaps we should look

to our schools and the teaching of english, not turn the law upside just to accommodate them." Yet, as can be seen from this extract, his own comments were full of mistakes.

- Two respondents said that sentences over 40 words were not acceptable, even in formal documents, yet they preferred version B with its 74-word sentence.
- Two respondents thought that plain English is generally less efficient, but claimed to favour its use.

The clients were asked a slightly altered version of the table 12 questions. The replies, set out in table 14, show that the public has much greater confidence in plain English than do lawyers.

What did you think of the questionnaire?

At the end of the questionnaire I asked whether completing it had been interesting, a chore, a matter of indifference, or "other (please specify)". This was

Table 14

Perceived advantages of PE (by lay respondents)

Does it have this quality?	Yes	No	No reply	Yes as %age of yes + no	Yes as %age of all respondents
Easier to write	18	1	1	95	90
Easier to read	19	0	1	100	95
Less chance of error writing	16	2	2	89	80
More chance of seeing error reading	18	0	2	100	90
Easier to communicate with your lawyer	20	0	0	100	100
Reduces costs	14	0	6	100	70
Generally more efficient	18	0	2	100	90

partly out of curiosity and partly a courtesy to those who had taken the trouble to reply.

The replies are shown in table 15, and were gratifying. An unexpectedly high proportion said they found it interesting, especially amongst the traditional drafters. Of course, this could have been politeness.

Conclusion

The questionnaire could have been improved. If I were doing this again I would tighten the questions to avoid some replies which were difficult to categorise, and would ask for formal and informal samples of the respondents' drafting.

The survey was not conducted as rigorously as I would like, and the results must be treated cautiously. However, it does give some idea of the attitudes in the profession to CLARITY's work, and it points the way to further research. If any member would like to take this further, I will pass on the full text of my questionnaire - too long to reproduce here - and the collated replies.

Table 15
Lawyers' attitudes to the survey
tabulated according to whether they qualified under the table 4 criteria

	"Yes"s	"Almost"s	"No"s	%age of those replying
Interesting	3 50%	4 67%	24 75%	70
Indifference	0 0%	2 33%	1 3%	7
Chore	1 17%	0 0%	6 19%	16
Interesting chore	2 33%	0 0%	1 3%	7
No reply	3 -	0 -	9 -	-

Competition

In *Clarity*²⁷ readers were asked to list the faults in the text opposite, taken from the lease of a flat in a Surrey block.

Dr Robert Eagleson wins the prize for the list below, and has chosen Bryan Garner's *Dictionary of Modern Legal Usage*. Numbers refer to the footnote numbers in the text. Tedious repetition of errors has been avoided.

1. hereby is unnecessary.
2. covenant in this context is archaic.
3. with the lessor is unnecessary. Who else would the covenant be with?
4. The structure covenant with and for the benefit of is ungrammat-

2. The Tenant hereby¹ covenants² with the Lessor³ and with and for the benefit of⁴ the owners and lessees from time to time⁵ during the currency⁶ of⁷ the term hereby¹ granted^{8,9} of the other flats¹⁰ comprised in¹¹ the Building¹² that the Tenant and the persons deriving title under him¹³ will at all times¹⁴ hereafter¹⁵ observe¹⁶ the restrictions¹⁷ set forth¹⁸ in the First Schedule hereto¹⁹

3. The Tenant hereby covenants with the Lessor²⁰ as follows²¹:
22,23

(1) ...

4. The Tenant hereby covenants with the Lessor and with and for the benefit of the owners and lessees from time to time during the currency of the term hereby granted of the other flats comprised in the Building that the Tenant will at all times hereafter during the said²⁴ term^{25,26} so repair²⁷ maintain²⁷ uphold and keep²⁸ the Flat as to²⁹ afford³⁰ all necessary support³¹ shelter and protection³² to the parts of the Building other than the Flat³³ and to afford³⁴ to the lessees³⁵ of the neighbouring³⁶ or adjoining flats or premises³⁷ access for the purposes and conditions^{38,39} set out⁴⁰ in Clause 3(9) hereof⁴¹

matical. It should read *covenant with the owners for their benefit* or, better still, *covenant with X to do Y for their benefit*.

5. from time to time is unnecessary. They are either owners or lessees or not.
6. currency is erroneous. A lease