

Eggbound

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Once, in my youth, I threw a dinner party. As it was a rare event I didn't want to leave anyone out. And people came a long way so I had to feed them properly. This is how I talked myself into preparing a four-course meal for fourteen people when my experience was not much wider than making myself an omelette. But I had made risotto before, and thought this a safe main course. Yet with so unfamiliar a scale I was unsure of the quantities. Although I stirred in as many eggs as I calculated were necessary I was worried that the mixture might be too loose. So I cracked in another couple. Then, for the avoidance of doubt, one or two more. And just in case, *ex abundanti cautela*, another. The resulting constipation was so memorable that 30 years later my friends will not visit unless I am barred from the kitchen.

Words are like eggs. If you put too many in, however carefully, the mixture will be indigestible.

Let us look at a typical piece of legal writing and see how it can be made more digestible just by removing surplus words.

If the rent **hereby reserved or any part thereof**¹ shall be **in arrear and** unpaid for twenty-one days after becoming due **and payable** (whether formally demanded or not²) or if there shall be any breach of **any covenants**³ **or agreements**⁴ on the part of the Lessee **herein contained then and in any such case** it shall be lawful for the Lessor **at any time thereafter** to re-enter **upon** the **demised premises or any part thereof in the name of the whole**⁵ and immediately thereupon this demise shall **absolutely cease and determine** but without prejudice to any **right of action or** remedy of the Lessor in respect of any antecedent breach of **any covenant or agreement on the part of the Lessee herein contained**

Just deleting the red words reduces the sentence from 124 words to 66. By tidying it as I have below (substituting the green words for the red ones) we can reduce it to 42 words:

If the rent **shall be is** unpaid for twenty-one **21** days **late** (**whether even if not** formally demanded **or not**) or **if there shall be any breach of the tenant breaks** any other covenants **on the part of the Lessee** it shall be lawful for the Lessor **landlord may to** re-enter the premises, **ending and immediately thereupon** this **demise shall cease lease**, but without prejudice to any remedy **of the Lessor landlord** in respect of **for** any **antecedent earlier** breach of covenant.

Would this deprive the tenant of the right to damages for any earlier breach by the landlord? If not, we could delete the underlined words, giving us a version 1/3rd the length of the original.

It might be further improved (with only 31 words):

The landlord may end the term by entering the property if:

- (A) any rent is 21 days late (even if not formally demanded); or
- (B) the tenant breaks any other obligation.

As it is the *term*, rather than the *lease*, which ends early, there is no suggestion that the right to damages for earlier breach of covenant is lost.

- ¹ If the drafter was worried (in my view, fancifully) that part payment would deprive the landlord of this remedy, "the rent" could be changed to "any rent".
- ² This is required by a 19th century Act (overdue for repeal, since every lease and precedent I have ever seen sidesteps it with this phrase).
- ³ This careless plural allows a mischievous tenant to argue that two breaches are required.
- ⁴ Since a lease must be a deed, all agreements in it are covenants. I prefer "tenant's duties" to "lessee's covenants" (and this avoids the need to amend for non-deed "agreements" of less than three years).
- ⁵ The landlord enters the premises when he walks through the door, and the lease then ends.