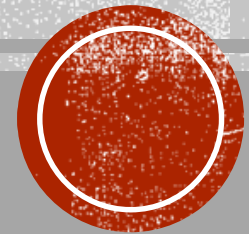


ON PLAIN LANGUAGE

Dr Aleksandra Łuczak
Kozminski University
Warsaw, Poland



"I'm sorry this letter is so long,
but I did not have time to make it shorter"

Mark Twain

'A path from a point approximately 330 metres east of the most south westerly corner of 17 Batherton Close, Widnes and approximately 208 metres east-south-east of the most southerly corner of Unit 3 Foundry Industrial Estate, Victoria Street, Widnes, proceeding in a generally east-north-easterly direction for approximately 28 metres to a point approximately 202 metres east-south-east of the most south-easterly corner of Unit 4 Foundry Industrial Estate, Victoria Street, and approximately 347 metres east of the most south-easterly corner of 17 Batherton Close, then proceeding in a generally northerly direction for approximately 21 metres to a point approximately 210 metres east of the most south-easterly corner of Unit 5 Foundry Industrial Estate, Victoria Street, and approximately 202 metres east-south-east of the most north-easterly corner of Unit 4 Foundry Industrial Estate, Victoria Street, then proceeding in a generally east-north-east direction for approximately 64 metres to a point approximately 282 metres east-south-east of the most easterly corner of Unit 2 Foundry Industrial Estate, Victoria Street, Widnes and approximately 259 metres east of the most southerly corner of Unit 4 Foundry Industrial Estate, Victoria Street, then proceeding in a generally east-north-east direction for approximately 350 metres to a point approximately 3 metres west-north-west of the most north westerly corner of the boundary fence of the scrap metal yard on the south side of Cornubia Road, Widnes, and approximately 47 metres west-south-west of the stub end of Cornubia Road be diverted to a 3 metre wide path from a point approximately 183 metres east-south-east of the most easterly corner of Unit 5 Foundry Industrial Estate, Victoria Street and approximately 272 metres east of the most north-easterly corner of 26 Ann Street West, Widnes, then proceeding in a generally north easterly direction for approximately 58 metres to a point approximately 216 metres east-south-east of the most easterly corner of Unit 4 Foundry Industrial Estate, Victoria Street and approximately 221 metres east of the most southerly corner of Unit 5 Foundry Industrial Estate, Victoria Street, then proceeding in a generally easterly direction for approximately 45 metres to a point approximately 265 metres east-south-east of the most north-easterly corner of Unit 3 Foundry Industrial Estate, Victoria Street and approximately 265 metres east of the most southerly corner of Unit 5 Foundry Industrial Estate, Victoria Street, then proceeding in a generally east-south-east direction for approximately 102 metres to a point approximately 366 metres east-south-east of the most easterly corner of Unit 3 Foundry Industrial Estate, Victoria Street and approximately 463 metres east of the most north easterly corner of 22 Ann Street West, Widnes, then proceeding in a generally north-north-easterly direction for approximately 19 metres to a point approximately 368 metres east-south-east of the most easterly corner of Unit 3 Foundry Industrial Estate, Victoria Street and approximately 512 metres east of the most south easterly corner of 17 Batherton Close, Widnes then proceeding in a generally east-south, easterly direction for approximately 16 metres to a point approximately 420 metres east-south-east of the most southerly corner of Unit 2 Foundry Industrial Estate, Victoria Street and approximately 533 metres east of the most south-easterly corner of 17 Batherton Close, then proceeding in a generally east-north-easterly direction for approximately 240 metres to a point approximately 606 metres east of the most northerly corner of Unit 4 Foundry Industrial Estate, Victoria Street and approximately 23 metres south of the most south westerly corner of the boundary fencing of the scrap metal yard on the south side of Cornubia Road, Widnes, then proceeding in a generally northern direction for approximately 44 metres to a point approximately 3 metres west-north-west of the most north westerly corner of the boundary fence of the scrap metal yard on the south side of Cornubia Road and approximately 47 metres west-south-west of the stub end of Cornubia Road.'



'In the event that the Purchaser defaults in the payment of any instalment of purchase price, taxes, insurance, interest, or the annual charge described elsewhere herein, or shall default in the performance of any other obligations set forth in this Contract, the Seller may: at his option: (a) Declare immediately due and payable the entire unpaid balance of purchase price, with accrued interest, taxes, and annual charge, and demand full payment thereof, and enforce conveyance of the land by termination of the contract or according to the terms hereof, in which case the Purchaser shall also be liable to the Seller for reasonable attorney's fees for services rendered by any attorney on behalf of the Seller, or (b) sell said land and premises or any part thereof at public auction, in such manner, at such time and place, upon such terms and conditions, and upon such public notice as the Seller may deem best for the interest of all concerned, consisting of advertisement in a newspaper of general circulation in the county or city in which the security property is located at least once a week for Three (3) successive weeks or for such period as applicable law may require and, in case of default of any purchaser, to re-sell with such postponement of sale or resale and upon such public notice thereof as the Seller may determine, and upon compliance by the Purchaser with the terms of sale, and upon judicial approval as may be required by law, convey said land and premises in fee simple to and at the cost of the Purchaser, who shall not be liable to see to the application of the purchase money; and from the proceeds of the sale: First to pay all proper costs and charges, including but not limited to court costs, advertising expenses, auctioneer's allowance, the expenses, if any required to correct any irregularity in the title, premium for Seller's bond, auditor's fee, attorney's fee, and all other expenses of sale occurred in and about the protection and execution of this contract, and all moneys advanced for taxes, assessments, insurance, and with interest thereon as provided herein, and all taxes due upon said land and premises at time of sale, and to retain as compensation a commission of five percent (5%) on the amount of said sale or sales; SECOND, to pay the whole amount then remaining unpaid of the principal of said contract, and interest thereon to date of payment, whether the same shall be due or not, it being understood and agreed that upon such sale before maturity of the contract the balance thereof shall be immediately due and payable; THIRD, to pay liens of record against the security property according to their priority of lien and to the extent that funds remaining in the hands of the Seller are available; and LAST, to pay the remainder of said proceeds, if any, to the vendor, his heirs, personals representatives, successors or assigns upon the delivery and surrender to the vendee of possession of the land and premises, less costs and excess of obtaining possession.'



And in the outset we may as well be frank enough to confess, and, indeed, in view of the seriousness of the consequences which upon fuller reflection we find would inevitably result to municipalities: in the matter of street improvements from the conclusion reached and announced in the former opinion, we are pleased to declare that the arguments upon rehearing have convinced us that the decision upon the ultimate question involved here formerly rendered by this court, even if not faulty in its reasoning from the premises announced or wholly erroneous in conclusions as to some of the question incidentally arising and necessarily legitimate subjects of discussion in the decision of the main proposition, is, at any rate, one which may, under the peculiar circumstances of this case, the more justly and at the same time, upon reasons of equal cogency, be superseded by a conclusion whose effect cannot be to disturb the integrity of the long and well-established system for the improvement of streets in the incorporated cities and towns of California not governed by freeholders' charters. (178 words)

(Chase v. Kalber, 153 P. 397, 398 (Cal. 1915))



We have made a mistake last time.



The background of the slide is a reproduction of the painting 'The Scream' by Edvard Munch. It depicts a figure in the foreground with a pale, featureless face and a wide-open mouth in a scream, set against a dark, turbulent sea and a sky with swirling, colorful clouds. The overall mood is one of intense emotional distress or mental anguish.

ufficialese
businessese
academese
bureaucratese
legalese



LEGALESE

PASSIVES abstrusive
lengthy misunderstandings arcane confusion
wordiness
pompos NOMINALISATIONS
dull NEGATIVES MULTIPLE
redundancy complex unusual





Each application shall be supported by a comprehensive letter of application in duplicate.

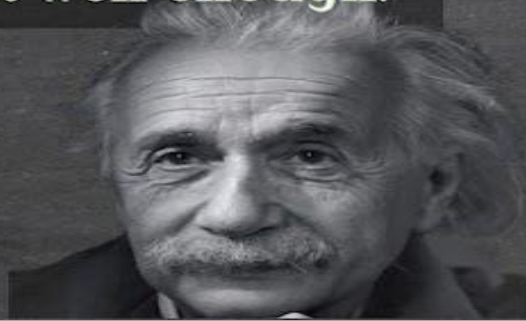
This letter shall set forth all the facts required to present to this office a complete disclosure of the transaction.



If you can't explain it **simply**, you
don't understand it well enough.

-Albert Einstein

QuotesEverlasting.com



You must send us the following:

- one copy of your application
- two copies of a letter explaining the complete details of your transaction.



SOME FACTS ABOUT LONG SENTENCES

- **13,955** Jonathan Coe's 'The Rotters' Club'
- **4,491** James Joyce's 'Ulysses'
- **1,287** William Faulkner's 'Absalom, Absalom!'
- **40,000** Jerzy Andrzejewski's 'Bramy Raju'
- Bohumil Hrabal's 'Dancing Lessons for the Advanced in Age'
- Sanskrit and ancient Greek did not have any punctuation



BEFORE AND AFTER

- High-quality learning environments are a necessary precondition for facilitation and enhancement of the ongoing learning process.
- Children need good schools if they are to learn properly.



BEFORE AND AFTER

- If there are any points on which you require explanation or further particulars, we shall be glad to furnish such additional details as may be required by telephone.
- If you have any questions, please phone.



BEFORE AND AFTER

- It is important that you shall read the notes, advice and information detailed opposite then complete the form overleaf (all sections) prior to its immediate return to the Council by way of the envelope provided.
- Please read the notes opposite before you fill in the form. Then send it back to us as soon as possible in the envelope provided.



**YOU ARE NOT A ROMEO.
DON'T WRITE LIKE SHAKESPEARE.**

Masters of Gobbledygook

Stuart Chase is often mentioned as the first promoter of plain English, since he complained about “gobbledygook” in his book *The Power of Words* published in 1953.

(Redish, 1985; Shriver, 1997)



GOVERNMENT REGULATIONS

President Obama signed the **Plain Writing Act of 2010 on October 13, 2010.**

The law requires that federal agencies use ***clear Government communication that the public can understand and use.***

On January 18, 2011, he issued a new Executive Order, "E.O. 13563 - Improving Regulation and Regulatory Review."

It states that ***[our regulatory system] must ensure that regulations are accessible, consistent, written in plain language, and easy to understand.***



WHAT IS PLAIN LANGUAGE?

Plain language is
communication your audience
can understand
the first time they read or hear it.



WHEN THE TEXT IS PLAIN

Your audience can:

- Find what they need
- Understand what they find the first time they read or hear it
- Use what they find to meet their needs





1. **Plain language is a variant of a national language recommended to authors and institutions producing texts for general public, so called “every citizen”.**
2. **Plain language text is to be understood by an everyman, irrespective of their education and knowledge at first reading.**
3. Plain English Campaign (since 1979) <http://www.plainenglish.co.uk/>
4. Civil Procedures Rules 1998 (for England & Wales)



PLAIN ENGLISH

clearness
lucidity simplicity
correctness
intelligibility accuracy



IN 1946 IN HIS ESSAY “WHY I WRITE” ORWELL WROTE THAT *GOOD PROSE IS LIKE A WINDOW PANE* AND A YEAR EARLIER HE PUBLISHED HIS MANIFESTO ENTITLED “POLITICS AND THE ENGLISH LANGUAGE” IN WHICH HE CRITICISED VAGUE, PRETENTIOUS, LATINISED STYLE USED IN POLITICS AND PUBLIC SPEECHES AND FORMULATED SIX ELEMENTARY RULES OF GOOD WRITING (2013: 19):

- i. Never use a metaphor, simile, or other figure of speech which you are used to seeing in print.*
- ii. Never use a long word where a short one will do.*
- iii. If it is possible to cut a word out, always cut it out.*
- iv. Never use the passive where you can use the active.*
- v. Never use a foreign phrase, a scientific word, or a jargon word if you can think of an everyday English equivalent.*
- vi. Break any of these rules sooner than say anything outright barbarous.*



SINCE NOT ONLY LAW STUDENTS NEED WRITING SKILL, OTHERS FOLLOWING BUSINESS ENGLISH COURSES MIGHT FIND THE ADVICE OF DAVID OGILVY – AN ICONIC BUSINESSMAN AND ORIGINAL “MAD MAN” - CONVINCING:

1. *The better you write, the higher you go in Ogilvy & Mather. People who think well, write well.*
2. *Woolly minded people write woolly memos, woolly letters and woolly speeches.*
3. *Good writing is not a natural gift. You have to learn to write well. Here are 10 hints:*
4. *Read the Roman-Raphaelson book on writing. Read it three times. <https://www.amazon.co.uk/Writing-That-Works-Communicate-Effectively/dp/0060956437>*
5. *Write the way you talk. Naturally.*
6. *Use short words, short sentences and short paragraphs.*
7. *Never use jargon words like reconceptualize, demassification, attitudinally, judgmentally. They are hallmarks of a pretentious ass.*
8. *Never write more than two pages on any subject.*
9. *Check your quotations.*
10. *Never send a letter or a memo on the day you write it. Read it aloud the next morning — and then edit it.*
11. *If it is something important, get a colleague to improve it.*
12. *Before you send your letter or your memo, make sure it is crystal clear what you want the recipient to do.*
13. *If you want ACTION, don't write. Go and tell the guy what you want.*

PLAIN ENGLISH GUIDELINES

- Use **active** voice
- **S-V-O** structure in declarative sentences
- Write short sentences and paragraphs
- Use more full stops, less commas
- Use lists, headings, tables
- Use conversational style



PROFESSOR W.W. BUCKLAND ON JOHN AUSTIN'S DOCTRINE

Austin's propositions come to this. There is in every community (but he does not really look beyond our community) a person or body that can enact what it will and is under no superior in this matter. That person or body he calls the Sovereign. The general rules that the Sovereign lays down are the law. This, at first sight, looks like circular reasoning. Law is law since it is made by the Sovereign. The Sovereign is Sovereign because he makes the law. But this is not circular reasoning, it is not reasoning at all. It is definition. Sovereign and law have much the same relation as center and circumference. Neither term means anything without the other. In general what Austin says is true for us today though some hold that it might be better to substitute "enforced" for "commanded." Austin is diffuse and repetitive and there is here and there, or seems to be, a certain, not very important, confusion of thought. But with the limitation that it is not universally true, there is not much to quarrel with in Austin's doctrine.



RESPONSE TO A MOTION BY THOMAS D. BOYLE

Gunther demanded an early trial date and breakneck discovery. What Gunther wanted, Gunther got. Now that Findlay seeks a hearing on its summary-judgment motion, however, Gunther wants to slam on the brakes, complaining that it needs more time to gather expert opinions. Gunther ostensibly demanded the accelerated trial date to force a prompt resolution of its claims. Gunther may now have that resolution, but does not want it. Must Findlay's motion, already delayed once, be delayed again to accommodate Gunther's tactical timetable? . . .

Gunther's motion to continue is tactical only. It lacks authority and merit. It is no more than an attempt to get more time to answer Findlay's motion for summary judgment, which has already been reset once. Even so, by the time Findlay's motion is heard on August 13, Gunther will already have had eight weeks to prepare a response. If Gunther wants to defeat Findlay's motion, it needs only to identify disputed facts for each point in the motion. Indeed, Gunther spends much of its motion for continuance arguing the merits. Rather than wasting time and money with its delay tactics, Gunther should simply address the points in Findlay's motion head on. If Gunther shows the existence of genuine factual issues, then so be it.



SUBJECT-VERB AGREEMENT

1. The attorney **and** her assistant **are** in court.
2. My lawyer **or/nor** my accountant **is** attending the meeting today.
3. **Neither/either** my lawyer **nor/or** my accountant **is** available.
4. **The number** of different companies involved in this process **is** five.
5. **A number** of different companies **are** involved in this process.
6. News, mathematics, dollars **is** ...
7. Five years **is** a long time.



IMPROVE THE SENTENCES BELOW:

1. Regarding your letter dated 17 November about clause 5 of the contract.
2. Regarding your letter dated 17 November about clause 5 of the contract, we cannot accept your argument.
3. Working long into the night to prepare for the upcoming tort exam.
4. Working long into the night to prepare for the upcoming tort exam, Paula found herself drinking too much coffee.
5. Even though the barrister for the defence had better arguments and was a more persuasive speaker.
6. Even though the barrister for the defence had better arguments and was a more persuasive speaker, he still lost the case.
7. After six hours waiting to be called into court, the case was dismissed.
8. After the jurors had spent six hours waiting to be called into court, the case was dismissed.



PLAIN ENGLISH GUIDELINES

- clarity and simplicity (kiss)
- planning (**IRAC** model for letter of advice/legal opinion)
- use ordinary words (plain English equivalents), never use a long word when a short one can be used (~~notwithstanding~~/despite)
- avoid negative structures: *it is ~~not~~impossible that this matter will have a ~~not~~inconsiderable bearing upon our decision*
- new thought/topic – new paragraph
- active verbs instead of nominalisations (~~give consideration to/consider, be in opposition to/oppose~~)
- discourse markers (linking words)
- presentation and layout of the document
- standard letter phrases



PASSIVE VOICE

- The brief was read by us.
 - The evidence was suppressed by the court.
 - The holding was reached by the court.
 - The argument was presented by the plaintiff.
 - A complaint was filed by the union.
 - Our conclusion is supported by the legislative history.
 - It is possible for the court to modify the judgment.
- We read the brief.
 - The court suppressed the evidence.
 - The court held.
 - The plaintiff presented the argument.
 - The union filed the complaint.
 - The legislative history supports our conclusion.
 - The court can modify the judgment.



NOMINALISATIONS / ZOMBIE NOUNS

- consideration
- incorporation
- opposition
- establishment
- expectancy
- conformity
- resistance
- existence
- consider
- incorporate
- oppose
- establish
- expect
- conform
- resist
- exist



NOMINALISATIONS / ZOMBIE NOUNS

- The implementation of the plan by the team was successful.
- They made a discovery of the anti-coronavirus vaccine.
- The agency conducted an investigation.
- The team implemented the plan successfully.
- They discovered the anti-coronavirus vaccine.
- The agency investigated the matter.



AVOID COMPOUND CONSTRUCTIONS

Compound:

- at the point in time
- by means of
- by reason of
- by virtue of
- for the purpose of
- for the reason that

- in accordance with
- inasmuch as
- in connection with
- in favor of
- in order to
- in relation to
- in the event that
- in the nature of
- prior to
- subsequent to
- with a view to
- with reference to

Simple:

then
by
because of
by, under
to
because

by, under
since
with, about, concerning
for
to
about, concerning
if
like
before
after
to
about, concerning



PUNCTUATION MATTERS

This lawyer said the judge is a fool.
This lawyer, said the judge, is a fool.

Woman without her man would be a savage.
Woman – without her, man would be a savage.

Princess Dians's will: <http://edition.cnn.com/WORLD/9803/04/diana.will/>



THE COMMA THAT COSTS 1 MILLION DOLLARS

“This agreement shall be effective from the date it is made and shall continue in force for a period of five (5) years from the date it is made, and thereafter for successive five (5) year terms , unless and until terminated by one year prior notice in writing by either party.”

The regulator concluded that the second comma meant that the part of the sentence describing the one-year notice for cancellation applied to both the five-year term as well as its renewal. Therefore, the regulator found, the phone company could escape the contract after as little as one year.

“The meaning of the clause was clear and unambiguous,” the regulator wrote in a ruling in July.



ART OF PRESENTING

- Key words only
- Dark background/light font
- 4 lines x 4 words
- Animated lists
- **Red highlighting**

<https://youtu.be/0YoO3bWz2B8>



PLAIN ENGLISH RESOURCES

1. Plain language course on:
www.faa.gov/about/initiatives/plain_language/basic_course/ which teaches basic tools to help create plain language;
2. Free guides on www.plainenglish.co.uk/free-guides.html offering advice on design and layout, writing letters, cv's and reports, glossary of alternative terms (or undesirables);
3. A Plain English Handbook: www.sec.gov/pdf/handbook.pdf;
4. Free Plain English guides from Plain Language Commission on:
<https://www.clearest.co.uk/free-guides-on-plain-language>;
5. Plain English Bibliography: www.scotland.gov.uk/Publications/2006/02/17093804/5.
6. Federal plain language guidelines (US):
www.plainlanguage.gov/media/FederalPLGuidelines.pdf
7. Quizlet courses: bit.ly/2k2KxmQ and bit.ly/2k9t64e
8. Pustulka exercises: pustulka.edu.pl/PublicExercise/PublicExerciseGo/922,
<https://pustulka.edu.pl/PublicExercise/PublicExerciseGo/1145>,



FOG INDEX

- jasnopsis.pl
- gunning-fog-index.com



THANK YOU FOR YOUR ATTENTION

