An extract from a developer's form of land transfer

The passage on the next page is taken from a standard form of transfer submitted by a house-builder's lawyers to buyers' lawyers.

At the bottom of each page I will ask you to make some improvements. I offer my own revision on the following page before moving onto the next stage.

The steps will be:

Page	2	Removing useless words and adding punctuation.
	3	Avoiding repetition.
	4	Changing passive verbs to active.
	5	Changing negatives to positives.
	6	Avoiding the artificial use of the future tense.
	7	Replacing unnecessarily difficult words.
	8	Cutting out inappropriate capital letters.
	9	Improving the word order.
	10	Rethinking what is left.

The original text

The plan attached hereto is a copy extract from the Company's layout plan and is intended to indicate only the approximate position and extent of the plot which will be transferred to the Purchaser As soon as practicable the Company will carry out a survey of the plot and following such survey will if necessary prepare and supply to the Purchaser's solicitors for use with the Transfer an accurate plan based on such survey showing the exact position and extent of the plot to be transferred to the Purchaser The company hereby expressly reserves the right to substitute (for use with the Transfer) notwithstanding the completion of the sale and purchase the survey plan for the plan attached hereto The company will take due care in the setting out of the Estate but differences between the plan attached hereto and the plan to be attached to the Transfer may occur and it is hereby expressly agreed and declared that such differences shall not annul the sale nor shall they entitle the Purchaser to any compensation or abatement in the purchase price provided that such differences do not materially affect the value of the Buildings and the property

[197 words]

Instructions

Cross out any surplus words, but only those which can be deleted without adding new words or re-arranging what is left. (But you are allowed trivial changes: for example, changing *a* to *an*.)

At the same time, add punctuation.

When you have finished, please turn to page 3.

Useless words highlighted

The plan attached **hereto** is a **copy** extract from the Company's **layout** plan and **is intended to** indicate only the approximate position **and extent** of the plot **which will be transferred to the Purchaser** As soon as practicable the Company will **carry out a** survey **of** the plot and **following such survey** will if necessary **prepare and** supply to the Purchaser's solicitors for use with the Transfer an accurate plan **based on such survey** showing the exact position **and extent of** the plot **to be transferred to the Purchaser** The company **hereby expressly reserves the right** to substitute (for use with the Transfer) notwithstanding the completion of the sale **and purchase** the survey plan for the plan attached hereto The company will take **due** care in **the** setting out **of** the Estate but differences between the plan attached hereto and the plan to be attached to the Transfer may occur and **it is hereby expressly agreed and declared that** such differences shall not annul the sale nor **shall they** entitle the Purchaser to **any** compensation or abatement in the **purchase** price provided **that** such differences do not materially affect the value of **the Buildings and** the property

[197 words]

Useless words deleted, and punctuation added

The plan attached is an extract from the Company's plan and indicates only the approximate position of the plot**.** As soon as practicable the Company will survey the plot and will**,** if necessary, supply to the Purchaser's solicitors for use with the Transfer an accurate plan showing the exact position of the plot**.** The company may substitute (for use with the Transfer)**,** notwithstanding the completion of the sale**,** the survey plan for the plan attached hereto**.** The company will take care in setting out the Estate**,** but differences between the plan attached hereto and the plan to be attached to the Transfer may occur**,** and such differences shall not annul the sale nor entitle the Purchaser to compensation or abatement in the price**,** provided such differences do not materially affect the value of the property**.**

[135 words]

Instructions

Cut out the repetition of words and phrases, using other words as necessary.

When you have finished, please turn to page 4.

Repetition highlighted ...

The plan attached is an extract from the Company's plan and indicates only the approximate position of the plot. As soon as practicable the Company will survey the plot and will, if necessary, supply to the Purchaser's solicitors for use with the Transfer an accurate plan showing the exact position **the plot**. The company may substitute **(for use with the Transfer)**, notwithstanding the completion of the sale, **the survey plan** for **the plan attached hereto**. The company will take care in setting out the Estate, but differences between **the plan attached hereto** and **the plan to be attached to the Transfer** may occur, and **such differences** shall not annul the sale nor entitle the Purchaser to compensation or abatement in the price, provided **such differences** do not materially affect the value of the property.

[134 words]

... and deleted

The plan attached is an extract from the Company's plan and indicates only the approximate position of the plot. As soon as practicable the Company will survey the plot and will, if necessary, supply to the Purchaser's solicitors for use with the Transfer an accurate plan showing its exact position. The company may substitute, notwithstanding the completion of the sale, the second plan for the first. The company will take care in setting out the Estate, but differences between the plans may occur; however, they shall not annul the sale nor entitle the Purchaser to compensation or abatement in the price, provided they do not materially affect the value of the property.

[112 words]

Instructions

Consider changing passive verbs to active ones.

When you have finished, please turn to page 5.

Passive verbs considered

Only one passive remains after the previous edits, and that is a valid use.

The plan **attached** is an extract from the Company's plan and indicates only the approximate position of the plot. As soon as practicable the Company will survey the plot and will, if necessary, supply to the Purchaser's solicitors for use with the Transfer an accurate plan showing its exact position. The company may substitute, notwithstanding the completion of the sale, the second plan for the first. The company will take care in setting out the Estate, but differences between the plans may occur; however, they shall not annul the sale nor entitle the Purchaser to compensation or abatement in the price, provided they do not materially affect the value of the property.

Original text with passives highlighted

The plan **attached** hereto is a copy extract from the Company's layout plan and **is intended** to indicate only the approximate position and extent of the plot which **will be transferred** to the Purchaser As soon as practicable the Company will carry out a survey of the plot and following such survey will if necessary prepare and supply to the Purchaser's solicitors for use with the Transfer an accurate plan **based** on such survey showing the exact position and extent of the plot **to be transferred** to the Purchaser The company hereby expressly reserves the right to substitute (for use with the Transfer) notwithstanding the completion of the sale and purchase the survey plan for the plan **attached** hereto The company will take due care in the setting out of the Estate but differences between the plan **attached** hereto and the plan **to be attached** to the Transfer may occur and **it is hereby expressly agreed** and **declared** that such differences shall not annul the sale nor shall they entitle the Purchaser to compensation or abatement in the purchase price provided that such differences do not materially affect the value of the Buildings and the property

Instructions

Consider changing negative formulations to positive ones.

When you have finished, please turn to page 6.

Negatives highlighted …

The plan attached is an extract from the Company's plan and indicates only the approximate position of the plot. As soon as practicable the Company will survey the plot and will, if necessary, supply to the Purchaser's solicitors for use with the Transfer an accurate plan) showing its exact position. The company may substitute, notwithstanding the completion of the sale, the second plan for the first. The company will take care in setting out the Estate, but differences between the plans may occur; however, they shall **not annul** the sale **nor entitle** the Purchaser to compensation or abatement in the price, provided they do **not** materially **affect** the value of the property.

[112 words]

… and changed to positives

The plan attached is an extract from the Company's plan and indicates only the approximate position of the plot. As soon as practicable the Company will survey the plot and will, if necessary, supply to the Purchaser's solicitors for use with the Transfer an accurate plan showing its exact position. The company may substitute, notwithstanding the completion of the sale, the second plan for the first. The company will take care in setting out the Estate, but differences between the plans may occur; however, these shall not annul the sale, and **shall only entitle** the Purchaser to compensation or abatement in the price **provided they** materially **affect** the value of the property.

[106 words]

Instructions

Consider changing verbs from the future tense to the present, and replace *shall*.

When you have finished, please turn to page 7.

The future tense highlighted

The plan attached is an extract from the Company's plan and indicates only the approximate position of the plot. As soon as practicable the Company **will survey** the plot and **will, if necessary, supply** to the Purchaser's solicitors for use with the Transfer an accurate plan showing its exact position. The company may substitute, notwithstanding the completion of the sale, the second plan for the first. The company **will take care** in setting out the Estate, but differences between the plans may occur; however, these **shall** not annul the sale, and **shall** only entitle the Purchaser to compensation or abatement in the price provided they materially affect the value of the property.

With one possible exception, all the uses of will are reasonable, distinguishing between the present position (with the rough plan) and the future (when a new plan will be prepared). However, there is no justification for the change to "shall" at the end.

The exception is *will take care*. Perhaps this should be *has taken* (or *is taking*) *care*, but as there is room for argument I have left it in the future tense when rewriting.

Shall replaced

> The plan attached is an extract from the Company's plan and indicates only the approximate position of the plot. As soon as practicable the Company will survey the plot and will, if necessary, supply to the Purchaser's solicitors for use with the Transfer an accurate plan showing its exact position. The company may, notwithstanding the completion of the sale, substitute the second plan for the first. The company will take care in setting out the Estate, but differences between the plans may occur; however, these **will** not annul the sale, and will only entitle the Purchaser to compensation or abatement in the price provided they materially affect the value of the property.

Instructions

Replace any unnecessarily difficult words with easier alternatives.

When you have finished, please turn to page 8.

Unnecessarily difficult words highlighted …

The plan attached is **an extract** from the Company's plan and **indicates** only the approximate position of the plot. As soon as **practicable** the Company will survey the plot and will, if necessary, supply to the **Purchaser's** solicitors for use with the Transfer an accurate plan showing its exact position. The company may substitute, **notwithstanding** the completion of the sale, the second plan for the first. The company will take care in setting out the Estate, but differences between the plans may **occur**; however, these will not annul the sale, and will only entitle the **Purchaser** to compensation or **abatement** in the price **provided** they **materially** affect the value of the property.

(112 words)

… and replaced

None of these words is difficult for a solicitor, but many will cause problems for some clients. Depending on your audience, you might want to change some of them.

The italicised words could also be omitted. Solicitors and clients habitually refer to *completion*, and the Standard Conditions of Sale do so too. But this omission would not have sounded right while we were using *notwithstanding*.

> The plan attached is **taken** from the Company's plan and **shows** only the approximate position of the plot. As soon as **practicable** the Company will survey the plot and will, if necessary, supply to the **Buyer's** solicitors for use with the Transfer an accurate plan showing its exact position. The company may, **even after** *the* completion *of the sale*, substitute the second plan for the first. The company will take care in setting out the Estate, but there may **be** differences between the plans; however, these will not annul the sale, and will only entitle the **Buyer** to compensation or a **reduction** in the price **if** they **substantially** affect the value of the property.
>
> [114 words]

Instructions

Replace any inappropriate capital letters.

When you have finished, please turn to page 9.

Inappropriate capitals highlighted ...

The plan attached is taken from the **Company's** plan and shows only the approximate position of the plot. As soon as practicable the **Company** will survey the plot and will, if necessary, supply to the **Buyer's** solicitors for use with the **Transfer** an accurate plan showing its exact position. The company may substitute, even after the completion of the sale, the second plan for the first. The company will take care in setting out the **Estate**, but there may be differences between the plans; however, these will not annul the sale, and will only entitle the **Buyer** to compensation or a reduction in the price if they substantially affect the value of the property.

(114 words)

... and replaced by small capitals

None of these capitals is called for by the ordinary rules of usage.

They might be justified as flagging defined words, but if that were the drafter's reason, *company* would be consistently capitalised, and *plot* would probably have a capital.

Small capitals are offered as a possible alternative. Their purpose cannot be mistaken but they are not too obtrusive.

I have not flagged *buyer* or *transfer* because, as they are used in their ordinary senses, they do not need definition.

Company has been treated inconsistently in the original, with some uses capitalised and others not.

> The plan attached is taken from the **COMPANY's** plan and shows only the approximate position of the **PLOT**. As soon as practicable the **COMPANY** will survey the **PLOT** and will, if necessary, supply to the buyer's solicitors for use with the transfer an accurate plan showing its exact position. The **COMPANY** may, even after completion, substitute the second plan for the first. The **COMPANY** will take care in setting out the **ESTATE**, but there may be differences between the plans; however, these will not annul the sale, and will only entitle the buyer to compensation or a reduction in the price if they substantially affect the value of the property.
>
> (110 words)

Instructions

Consider how the word order may be improved. Remember that subjects, verbs and objects should stay together, preferably at the beginning of the sentence, and that one clause should not be embedded in another.

When you have finished, please turn to page 10.

Poor word order highlighted ...

The plan attached is taken from the COMPANY's plan and shows only the approximate position of the PLOT. As soon as practicable the company will survey the PLOT and will, if necessary, supply to the buyer's solicitors for use with the transfer an accurate plan showing its exact position. **The COMPANY may substitute, even after completion, the second plan for the first**. The COMPANY will take care in setting out the estate, but there may be differences between the plans; however, these will not annul the sale, and will only entitle the buyer **to compensation or a reduction in the price** if they substantially affect the value of the property.

... and improved

The insertion of a subordinate expression inside the main expression creates a clumsy effect (as with a split infinitive). And the longer the insertion the more difficult it is for the reader to follow the meaning.

Does "in the price" refer only to "reduction" or also to "compensation"? The question may be pedantic in this instance, but in some cases this formation will be ambiguous. The problem can be solved by using commas).

> The plan attached is taken from the COMPANY's plan and shows only the rough position of the PLOT. As soon as practicable the COMPANY will survey the PLOT and will, if necessary, supply to the buyer's solicitors for use with the transfer an accurate plan showing its exact position. **The COMPANY may substitute plan 2 for plan 1, even after completion.** The COMPANY will take care in setting out the estate, but there may be differences between the plans; however, these will not annul the sale, and will only entitle the buyer **to a reduction in the price, or to compensation,** if they substantially affect the value of the property.
>
> (110 words)

Instructions

Ask yourself what the writer was trying to say. Starting with a blank sheet, put this in your own words.

When you have finished, please turn to page 11.

What was the writer trying to say?

It seems illogical to undertake care in setting out the estate after (rather than before) reserving the right to correct the plan.

And what is meant by *as soon as practicable*? Is there any reason why the correct plan should not be available before the house is finished? If the plan is not available until after completion and perhaps registration, is the transfer to be amended?

How big a reduction in value is envisaged by "substantially affect"? To save an argument, is it worth defining the reduction by percentage or an amount?

> The plan shows the intended position of the PLOT. The company surveyor will check it against the PLOT when that and the buildings have been laid out, and will, if necessary, supply a corrected plan for the transfer. However, the sale will remain effective, and the buyer will only be entitled to compensation if that change reduces the value of the property by more than x%.

[66 words]