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## Legalese wastes time

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The 158-word sentence below took me some 4 minutes to read and understand, a rate of about 40 words a minute; the 54-word plainer version (which omitted unnecessary and some irrational detail) should take about 20 seconds, a rate of 165 words a minute. What slowed me down so much in the original? I had to:

- force myself to read to the end, dragging my mind back to the text when it wandered;
- concentrate hard on what I was reading;
- search for cross-references and skim them for their gist;
- break the text down into its parts, so that I could put subordinate clauses to one side as I worked out the structure of the whole and extracted the essence of the meaning;
- re-read each part more than once;
- reassure myself that I correctly understood it (though a thorough check would have taken much longer).

### Original

If at any time when the aggregate of the Initial Percentage and any Portioned Percentage (as hereinafter defined) acquired by the Leaseholder pursuant to the provisions of Clause 2 and the Fourth Schedule hereto is less than 100% there has been a disposal of the Lease otherwise than in the circumstances detailed in Clause 3(15)(b) hereof and the Landlord by notice in writing served upon the Leaseholder within two months after receipt of notice of the disposal pursuant to Clause 3(16) hereof so requires the Leaseholder shall pay to the Landlord on demand the Market Value of the Relevant Percentage as defined in and ascertained in accordance with the provisions of the Fourth Schedule hereto as if the Leaseholder had served upon the Landlord on the date of the disposal a notice pursuant to Paragraph 2(1) of the Fourth Schedule hereto stating his intention to acquire such Portioned Percentage as would thereafter reduce the Relevant Percentage to nil

### Revision

The tenant must buy the landlord's remaining share of the lease, using the valuation machinery in clause X and paying the price on demand, if:

- (1) The ownership of the lease changes in breach of clause 3 (15)(b); and
- (2) Within two months of receiving notice of the change, the landlord gives the tenant notice to buy.

That example was taken from a document 20 pages long, with about 360 words to a page. At the speed I managed for the extract it would take about 3 hours to read in full, though in practice the sanity breaks will extend that time. Then I would have to explain it to the client, ideally in writing – another long and tedious job. If the revision reduces the 7,200 words of the original pro rata to 2,500 words, it should take about 15 minutes to read, and leave only points of law to explain to clients (who can read it for themselves).

## Legalese wastes money

Just as time is wasted, so is money.

Lawyers spending 12 times as many hours as should be necessary on a job are likely to charge 12 times as much as they ought; more if they think the complexity justifies a higher hourly

rate. A solicitor charging £225 an hour (and some charge much more) will save a client earning £25,000 a year about two working days' income for every hour's work no longer necessary.

I know of no studies, but my own experience has been that clearly written documents attract fewer amendments and so reduce both the cost of negotiations and the delay to the clients' business while they are conducted.

It is clear that by writing intelligibly we can dramatically reduce the crippling bills we charge our clients.