

Legalese in Legal English Usage



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LEGALESE IN ENGLISH DOCUMENTS



- There is a tendency in legal English to put two or three words together to convey a single legal concept. These are often called ‘doublets’ or ‘triplets’.
- Modern practice is to avoid such constructions where possible and use single word equivalents instead.
- The change in legal usage is slow, and as a result it is still quite common to see certain typical doublets and triplets in certain legal documents.

DOUBLETS

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- Able and willing (=able)
 - Agree and covenant (=agree)
 - All and sundry (=all)
 - Authorize and direct (=authorize OR direct)
 - Cancelled and set aside (=cancelled)
 - Custom and usage (=custom)
 - Deem and consider (=deem)
 - Do and perform (=perform)
 - Due and owing (=owing)
 - Fit and proper (=fit)
 - Full and complete (=complete)
 - Goods and chattels (=goods)
 - Keep and maintain (=maintain)
 - Known and described as (=known as)
 - Legal and valid (=valid)
 - Null and void (=void)
 - Object and purpose (=object OR purpose)
 - Order and direct (=order)
 - Over and above (=exceeding)
 - Part and parcel (=part)
 - Perform and discharge (=perform OR discharge)
 - Repair and make good (=repair)
 - Sole and exclusive (=sole OR exclusive)
 - Terms and conditions (=terms)
 - Touch and concern (=concern)
 - Uphold and support (=uphold)

TRIPLETS



- Cancel, annul, and set aside (=cancel)
- Communicate, indicate or suggest (=communicate)
- Dispute, controversy or claim (=dispute)
- Give, devise and bequeath (=give)
- Hold, possess, and enjoy (=hold)
- Pay, satisfy, and discharge (=pay)
- Possession, custody, and control (=possession OR custody OR control)
- Promise, agree, and covenant (=promise OR agree)
- Repair, uphold and maintain (=repair OR uphold OR maintain)
- Way, shape or form (=way)

Here-, there- and where- words



- Words like **hereof, thereof, whereof** (derivatives ending in **-at, -in, -after, -before, -with, -by, -above, -on, -upon,** etc.) are not often used in ordinary English. They are used in legal English, mainly to avoid repetition of names of things in the document.

For example:

- **the parties hereto** instead of: **the parties to this contract**
or
- **the provisions contained hereinafter** instead of: **the provisions contained to later on in this contract**

cont.



- Sometimes the use of such words is unnecessary, e.g. if there is likely to be doubt about the matter, the **parties** can be defined, in a definitions section, as **‘the parties to this contract’**. The meaning of words and phrases can be gathered from the context in which they are placed.
- **Here-, there and where-** words are thought in modern legal usage largely as a consequence of legal tradition rather than usefulness.

Part I



- **Hereafter** = ‘from now on or at some time in the future’. e.g., ‘the contract is effective hereafter’.
- **Hereat** = (1) ‘at this place or point’ or (2) ‘on account of or after this’. e.g., ‘hereat the stream divided’.
- **Hereby** = ‘by this means; as a result of this’. e.g., ‘the parties hereby declare’.
- **Herefrom** = ‘from this place or point’. e.g., ‘the goods shall be collected herefrom’.
- **Herein** = ‘in this document or matter’. e.g., ‘the terms referred to herein’.
- **Hereinabove** = ‘previously in this document or matter’. e.g., ‘the products hereinabove described’.
- **Hereinafter** = ‘later referred to in this matter or document’. e.g., ‘hereinafter referred to as the Company’).
- **Hereinbefore** = ‘previously in this document or matter’. e.g., ‘the products hereinbefore described’.

Part II

- **Hereinbefore** = ‘previously in this document or matter’. e.g., ‘the products hereinbefore described’.
- **Hereof** = ‘of this matter or document’. e.g., ‘the parties hereof’.
- **Hereto** = ‘to this place or to this matter or document’. e.g., ‘the parties hereto’.
- **Heretofore** = ‘before now’. e.g., ‘the parties have had no business dealings heretofore’.
- **Hereunder** = ‘later referred to in this matter or document’. e.g., ‘the exemptions referred to hereunder’.
- **Herewith** = ‘with this letter or document’. e.g., ‘I enclose herewith the plan’.
- **Thereof** = ‘of the thing just mentioned’. e.g., ‘The contract was signed on 1 May 1999. The parties thereof . . .’
- **Thereafter** = ‘after that time’. e.g., ‘The products shall be transported to The Grange. Thereafter, they shall be stored in a warehouse.’

Part III



- **Thereat** = (1) at that place or (2) on account of or after that. e.g., ‘thereat, payments shall cease’.
- **Thereby** = ‘by that means; as a result of that’. e.g., ‘the parties thereby agree’.
- **Therein** = ‘in that place, document or respect’. e.g., ‘The parties shall refer to the contract dated 1 May 2019. It is agreed therein that . . .’
- **Thereinafter** = ‘later referred to in that matter or document’. e.g., ‘thereinafter, it is agreed that . . .’
- **Thereof** = ‘of the thing just mentioned’. e.g., ‘Reference is made in paragraph 5 to the contract dated 1 May 2019. The parties thereof agreed that . . .’
- **Thereon** = ‘on or following from the thing just mentioned’. e.g., ‘The machine rests on a wooden block. There is placed thereon a metal bracket . . .’
- **Thereto** = ‘to that place or to that matter or document’. e.g., ‘the parties thereto’.
- **Therefor** = ‘for that’. e.g., ‘the equipment shall be delivered on 13 September 2019. The Company agrees to pay therefor the sum of \$150,000’.

Therefor should not be confused with ‘therefore’ which means ‘for that reason’.

Part IV

- **Thereupon** = ‘immediately or shortly after that’. e.g., ‘delivery shall take place on 13 September 2019. Thereupon the equipment shall be stored in the Company’s warehouse’.
- **Whereabouts** = ‘the place where someone or something is’. e.g., ‘the Company shall be kept informed as to the whereabouts of the products’.
- **Whereat** = ‘at which’. e.g., ‘The seller attempted to charge extra interest on late payment, whereat the buyer objected’.
- **Whereby** = ‘by which’. e.g., ‘the contract dated 1 May 1999, whereby the Company agreed to purchase the products’.
- **Wherefore** = ‘as a result of which’. e.g., ‘the buyer breached the contract, wherefore the seller suffered damage’.
- **Wherein** = (1) in which, or (2) in which place or respect. e.g., ‘the contract dated 1 May 1999, wherein it is stated that . . .’
- **Whereof** = ‘of what or of which’. e.g., ‘the Company one of the directors whereof is a foreign national’.
- **Whereupon** = ‘immediately after which’. e.g., ‘The sum of \$15,000 shall be paid by the buyer to the seller on 13 September 2003, whereupon the buyer’s liability to the seller shall be discharged’.

EXERCISE Select the correct words from the list & insert them into the gaps in these sentences



- a. heretofore
- b. whereas
- c. herefrom
- d. hereinafter
- e. hereof
- f. wherein
- g. herein
- h. above-mentioned
- i. herewith
- j. hereto

Examples 1 & 2

(1) The parties _____ agree that this contract shall continue for a period of two years from the date of execution .

(2) . . . and _____ the Purchaser is desirous of acquiring from the Vendor the Goods which form the subject-matter of this contract . . .

1. The parties **(j) hereto** agree that this contract shall continue for a period of two years from the date of execution **(e) hereof**.

2. . . . and **(b) whereas** the Purchaser is desirous of acquiring from the Vendor the Goods which form the subject-matter of this contract . . .

Examples 3 & 4

(3) The _____ provisions shall not apply if the parties agree to waive them.

(4) The specifications of the Products are set out in the clauses _____ appearing.

3. The **(h) above-mentioned** provisions shall not apply if the parties agree to waive them.

4. The specifications of the Products are set out in the clauses **(d) hereinafter** appearing.

Examples 5 & 6

(5) That was a case _____ the judge ruled that liability could not be excluded in all circumstances, but that limitations might be permissible.

(6) The provisions contained _____ shall be construed in accordance with the laws of England and Wales.

5. That was a case **(f) wherein** the judge ruled that liability could not be excluded in all circumstances, but that limitations might be permissible.

6. The provisions contained **(g) herein** shall be construed in accordance with the laws of England and Wales.

Examples 7, 8 & 9

(7) Any dispute arising _____ shall be resolved in arbitration.

(8) _____ all disputes between the parties have been resolved amicably.

(9) A copy of the lease is enclosed _____.

7. Any dispute arising **(c) herefrom** shall be resolved in arbitration.

8. (a) heretofore all disputes between the parties have been resolved amicably.

9. A copy of the lease is enclosed **(i) herewith**.

Whatever, wheresoever and howsoever

- **Whatever** means ‘whatever’, i.e. ‘no matter what’ in contractual contexts.

- **Wheresoever** means ‘wherever’, i.e. ‘in or to whatever place’ in contractual contexts.

- **Howsoever** means ‘however’, i.e. ‘in whatever way or to whatever extent’.

- The word ***whosoever*** may also be encountered. This simply means ‘whoever’.

Hence, whence and thence

- **Hence** means (1) for this reason; and (2) from now on.
- **Thence** means (1) from a place or source previously mentioned; (2) as a consequence.
- **Henceforth** means from this or that time on.
- **Whence** means (1) from what place or source; (2) from which or from where; (3) to the place from which; or (4) as a consequence of which.
- **Thenceforth** means from that time, place or point onwards

-er, -or and -ee names



- Legal English contains a large number of names and titles, such as **employer** and **employee** in which the opposite nature of the relationship is indicated by the use of **-er/-or** and **-ee** endings. These endings derive from Latin.
- The employer is the one who employs the employee. Hence, the employee is employed by the employer.

-er, -or and -ee names Cont.



- **Assignor** (პირი , რომელიც ვინმეს გადასცემს უფლებას, ნივთს; ცელენტი) is a party who assigns (transfers) something to another party.
- **Assignee** (ცესიონარი, სამართალმემკვიდრე, უფლებამოსილი) is the party to whom something is assigned.
- **Donor** is a party who donates something to another party.
- **Donee** is the party to whom something is donated.
- **Interviewer** is a person who is interviewing someone.
- **Interviewee** is a person who is being interviewed by the interviewer.

-er, -or and -ee names Cont.



- **Lessor** (იჯარით გამცემი) is a party who grants a lease over a property. He or she is therefore the landlord.
- **Lessee** (მოიჯარე , მოქირავნე , დამქირავებელი) is the party to whom a lease over a property is granted. He or she is therefore the tenant.
- **Mortgagor** (დამგირავებელი იპოთეკურ კრედიტში, პირი რომელიც აგირავებს ქონებას) is a lender who lends money to a property owner (the mortgagee) in return for the grant by the mortgagee of a mortgage over the property as security for the loan.
- **Mortgagee** (იპოთეკური სესხის კრედიტორი) is the property owner to whom money is loaned by the mortgagor in return for the grant of a mortgage over the property.
- **Offeror** is a party who makes a contractual offer to another party.
- **Offeree** is the party to whom a contractual offer is made.

-er, -or and -ee names cont.



- **Payer** is a party who makes a payment to another party.
- **Payee** is the party to whom payment is made.
- **Promisor** is a party who makes a promise to another party.
- **Promisee** is the party to whom a promise is made.
- **Representor** is a party who makes a contractual representation to another party.
- **Representee** is the party to whom a contractual representation is made.
- **Transferor** is a party who transfers something to another party.
- **Transferee** is the party to whom something is transferred.