

SECTION A

1. (a) One of the major problems with lawyers is the inability or refusal to write in plain English. They use arcane phrases to express common place ideas. Word-wasting idioms are a good example of this. What are word-wasting idioms and how do they affect the quality of written communication?

(5 marks)

- (b) Edit the following sentences to omit word-wasting idioms:

- (i) Pursuant to the terms of the license, the licensee could operate a 24-hour entertainment facility.
- (ii) At such times as the shop closes, the alarm system is activated.
- (iii) This is a situation with respect to which mandatory injunctive relief is inappropriate.
- (iv) Subsequent to her release from prison, she was confined at home for a period of not less than six months.
- (v) There can be no doubt but that the learned judge has to recuse himself from this matter.
- (vi) The action was barred by reason of the expiration of the time period specified by the statute of limitations.
- (vii) The Court of Appeal must give consideration to the question as to whether there is a conflict between the Constitution and the Penal Code on the death sentence.
- (viii) Until such time as the plans receive the approval of the design review committee, commencement of construction is prohibited by the rules adopted by the homeowners' association.
- (ix) In the majority of instances, the insurance adjuster will, at the outset, deny the claim.
- (x) Instigation of a law suit in the absence of a good faith belief that the underlying claim is supported by a legal and factual basis can result in professional indiscipline of the advocate, in addition to the imposition of litigation sanctions on both the advocate and on the client as well.

(10 marks)

2. To make legal writing easy to understand, most declaratory sentences should follow the normal English word order. Revise the following sentences putting the subject, verb and object together and near the front. Omit as many surplus words as you can.

- (i) A building contractor, after complying with a property owner's request to make a significant deviation from the plans and specifications previously agreed upon, may impose a reasonable additional charge for the deviation.

(3 marks)