



Legal



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LEGAL ENGLISH

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1 GRAMMAR & PUNCTUATION FOR LEGAL WRITING

The aim of this chapter is not to cover all the aspects of English grammar, but to deal with those areas which cause the most problems in legal writing.

1.1 Parts of speech

Articles

Articles in English include *the*, *a* and *an*.

A few simple rules clarify the way in which these articles should be used.

A is used when mentioning something for the first time ('a client walked into the office'). *An* is used in the same circumstances but only where the following word begins with a vowel ('an attorney walked into the office').

The is used when referring to something already mentioned before ('the client then sat down'), or when referring to something that is the only one of its kind ('the sun') or when referring to something in a general rather than specific way ('the internet has changed our way of life').

In some circumstances, articles should be omitted. For example, when a sentence links two parallel adjectival phrases, the article should be omitted from the second phrase. Here is an example:

The judge ruled that Cloakus Ltd was a validly registered and ~~an~~ existing company.

In addition, when using certain abstract nouns in a general, conceptual sense, it is not necessary to use an article to precede the noun. For example:

In the event of conflict between the definitions given in appendix I and the definitions given in the contract, the contract shall prevail.

There is no need here to precede *conflict* with *a*, since *conflict* is used in a general conceptual sense. However, when referring to a specific conflict, articles should be used, as in *the opposing factions took part in the conflict*.

Prepositions

Prepositions are words used with a noun or pronoun which show place, position, time or method.

Prepositions such as *to*, *in*, *from*, *between*, *after*, *before*, etc, normally come before a noun or pronoun and give information about how, when or where something has happened ('she arrived before lunch', 'I travelled to London').

The preposition *between* should be followed by an object pronoun like *me*, *him* or *us* instead of a subject pronoun such as *I*, *she* and *we*. It is therefore correct to say 'this matter is between you and me' and wrong to say 'this matter is between you and I'.

The main problem for the non-native speaker is remembering which preposition to use. There are no clear rules to follow in this respect, but some examples of common usages are set out below:

The parties **to** this agreement ...

The goods must be delivered **to** the purchaser.

The commencement/termination **of** this agreement ...

The price list set out **in** Schedule I ...

Royalties will be paid **in** accordance **with** this agreement **for** a period of five years.

The goods must be delivered **within** 14 days.

The Company agrees **to** provide training **for** service personnel.

The agreement may be terminated **by** notice.

An arrangement **between** the Seller and the Buyer ...

It is agreed that the goods will be collected **from** the Seller's warehouse **at** 21 Redwoods Road.

Interest will be charged **on** any unpaid instalments **after** the expiration of a period of 28 days **from** the date hereof.

He was charged **with** murder.

The property **at** 2 Parker Street is sold **with** vacant possession.

It is important to note that in certain circumstances it may be possible to use more than one preposition, and that there may be small but important differences in meaning between them. For example, the sentence:

The goods must be delivered within 7 days.

is subtly different from:

The goods must be delivered in 7 days.

The use of the word *within* makes it clear that the goods may be delivered at any time up to the seventh day, while the word *in* might imply that the goods should only be delivered on the seventh day. This minor linguistic difference could be critically important in a contract for the sale of goods.

Pronouns

A pronoun is a word used instead of a noun to indicate someone or something already mentioned or known: for example, *I, you, this, that*.

Pronouns are used to avoid repeated use of a noun. They are usually used to refer back to the last used noun.

Legal drafters have traditionally avoided using personal pronouns such as *he, she, we, they*, instead replacing them with formulations such as *the said, the aforesaid* or *the same*. The reason for this is a fear of ambiguity in cases where it is unclear to which noun the pronoun might refer if a number of parties are mentioned in the document. Here is an example of a sentence made ambiguous by unclear use of personal pronouns:

He arrived with James and John. John then continued his journey by car. James stayed at the depot, and he followed John later.

The modern trend, however, is to use pronouns where possible, as their use makes documentation less formal and intimidating. For example, 'you must pay the sum of £100 per month to me' is easier for a layperson to understand than 'the Tenant must pay the sum of £100 per month to the Landlord'.

However, their use is inappropriate where the aim of the drafter is to impress the reader with the seriousness of the obligations being undertaken, as pronouns often lead to a chattier and lighter style than is found in traditional legal documentation.

One aspect of pronoun use which is now highly relevant lies in the desire to avoid sexist language in legal and business English. This subject is discussed further in Chapter 5.1. A list of common gender-neutral pronouns and adjectives which can be used to avoid using sexist language is set out below:

any
anybody
anyone
each
every
everybody

nobody
none
no one
some
somebody
someone

Adjectives

An adjective is a word used to describe a noun or make its meaning clearer (eg, *excellent*, as in 'an excellent horse'). Some words in the English language have the ability to change parts of speech. For example, the word *principal*, often used in legal English, can be used as an adjective ('the principal sum') or as a noun ('the principal instructs the agent').

Some adjectives are described as uncomparable adjectives, meaning that they describe something which can only be absolute. Such adjectives cannot be qualified by words like *most*, *more*, *less*, *very*, *quite* or *largely*. For example, if a provision in a contract is void, it cannot be 'largely void' or 'more void' – it is simply void.

A short list of uncomparable adjectives is set out below:

absolute
certain
complete
definite
devoid
entire
essential
false
final
first
impossible
inevitable
irrevocable
manifest
only
perfect

principal
stationary
true
uniform
unique
void
whole

Adverbs

An adverb is a word which modifies or qualifies a verb (eg, *walk slowly*), an adjective (eg, *really small*) or another adverb (eg, *very quietly*).

Most adverbs consist of an adjective + the ending *-ly*. There are a number of words which act both as adjectives and as adverbs, to which the suffix *-ly* cannot be added. These include:

alone
early
enough
far
fast
further
little
long
low
much
still
straight

Collective nouns

A collective noun is one that refers to a group of people or things (*jury, government*). Such nouns can be used with either a singular verb ('the jury was made up of people from many different backgrounds') or a plural verb ('the jury are all in the court now').

It should be remembered that if the verb is singular, any following pronouns (words such as *he, she* or *they*) must also be singular, eg, 'the firm is prepared to

act, but not until it knows the outcome of the negotiations' (not '... until they know the outcome').

In general it is better to use the singular when referring to collective nouns. The exception to this is where the plural is used to indicate that one is referring not primarily to the group but to all the individual members of the group (eg, 'the staff were unhappy with the changes that had been proposed').

Here is a short list of collective nouns found in legal English:

board (eg, of directors)
the Cabinet
class
club
committee
company
government
group
jury
majority
nation
parliament
party (a body of persons)
the public
staff
team
union

Past tenses

One of the main difficulties experienced by non-native speakers in using tenses concerns which form of past tense to use in different situations. The subject is more complex than the guidance given below might indicate, but these notes cover the most common areas of difficulty.

Past-perfect or pluperfect tense: This tense refers to a past action which is completed before a more recent time in the past, and is formed using *had*. For example:

In 1998 I lived in New York. In 1997 I had decided to move to the United States the following year.

Simple past: This tense refers to completed actions which occurred in the past, and is formed with the ending *-ed*. For example:

I lived in New York.

Past continuous: This tense refers to an action which occurred in the past and is not described as having been completed. For example:

In 1998 I was living in New York.

A common mistake made by non-native speakers is to use the past continuous when the simple past or past-perfect tense should be used. In legal contexts this can easily lead to ambiguity. For example, to say 'In 1998 I was working as a commercial lawyer' leaves it unclear as to whether you still work as a commercial lawyer.

Verb forms

The conditional form: This form is used to express a condition or, to put it another way, to express that something is dependent on something else. For example:

I would go if I felt better (I would in fact go if I felt better).

I could go if I felt better (I would be able to go if I felt better).

I should go if I felt better (I would in fact go if I felt better).

I should go if I feel better (I ought to go if I feel better in the future).

When used for the conditional, *should* goes with *I* and *we*, and *would* goes with *you*, *he*, *she*, *it* and *they*. However, this rule is often disregarded even by well-educated English native speakers. Consequently, using the wrong word is not a very serious error.

A mistake often made by non-native speakers is to use the conditional instead of the subjunctive in a sentence in which both forms should be used. Consequently, the sentence, 'I wouldn't try it if I were you' is often wrongly expressed as 'I wouldn't try it if I would be you'.

The subjunctive form: This form of a verb is in the following circumstances:

- to express what is imagined ('Let's imagine that he were here today');
- to express what is wished ('I wish that he were here today');
- to express what is possible ('if only that were possible!').

It is usually the same as the ordinary form of the verb except in the third person singular (*he, she, it*), where the normal *-s* ending is omitted: for example, you should say *face* rather than *faces* in the sentence 'the report recommends that he face the tribunal'.

The situation is slightly different when using the verb *to be*. The subjunctive for *to be* when using the present tense is *be*, whereas the ordinary present tense is *am, are* or *is*. For example, 'the report recommends that he be dismissed'.

When using the past subjunctive form of *to be*, you should use *were* instead of *was*. For example, 'I wouldn't try it if I were you'.

Phrasal verbs

Phrasal verbs are phrases which consist of a verb used together with an adverb (eg, *break down*) or a preposition (eg, *call for*) or both (eg, *put up with*). They are often found in legal English: for example, *account for, enter into, serve upon, put down*.

Phrasal verbs can cause particular problems for non-native speakers of English where the verbs used have ordinary meanings when used without an adverb or preposition, but form an idiom when used with an adverb or preposition. In such cases the literal meaning of the words differs from the real meaning. For example, the phrasal verb *to brush up on* means to practise or study something in order to get back the skill or knowledge you had in the past but have not used for some time: for example, 'I must brush up on my French before visiting Paris'.

Here are the main adverbs and prepositions which may be used with a verb to form a phrasal verb:

aback	ahead
about	ahead of
above	along
across	among
after	apart
against	around
as	off
aside	on
at	onto
away	out
back	out of

before	over
behind	past
between	round
by	through
down	to
for	together
forth	towards
forward	under
from	up
in	upon
into	with
of	without

See also the Glossary of Phrasal Verbs Used in Legal English at the back of this book.

Negatives

Negatives are formed in English by using prefixes. The most common of these are *un-*, *in-*, *il-*, *im-*, *ir-*, *non-* and *anti-*.

Here are some common negative forms often used in legal English:

unlawful
unfamiliar
impractical
illegal
unfair
invalid
independence
injustice
impartiality
inequitable
unwritten
impracticable
unconstitutional
illicit

The prefix *dis-* is often used in a slightly different way to the prefixes listed above. It is not usually a direct negation but generally indicates dissent: for example, 'we disagree'.

Note also that there are some words in English which look like negatives but are in fact synonyms. For example, *flammable* and *inflammable* both mean easily set on fire.

1.2 Punctuating legal writing

Punctuation

One of the most unusual aspects of old-fashioned contract drafting was the belief among lawyers and judges that punctuation was unimportant. The prevailing view in common law jurisdictions was that the meaning of legal documents should be ascertained from the words of the document and their context rather than from punctuation. Accordingly, old-fashioned legal drafting tends to involve little or no punctuation. This makes it extremely hard to read and potentially highly ambiguous. For example, consider these unpunctuated sentences:

This man said the judge is a fool.
Woman without her man would be a savage.

Now consider the same sentences with punctuation:

This man, said the judge, is a fool.
Woman – without her, man would be a savage.

Fortunately, modern legal drafters have begun to use punctuation in the same way that ordinary writers use punctuation – to give guidance about meaning. A list of all the most important punctuation marks follows.

Full stops/periods (.)

Full stop is the British English term for this punctuation mark, and *period* is the American English term for it. Full stops should be used in the following situations:

- At the end of all sentences which are not questions or exclamations. The next word should normally begin with a capital letter.
- After abbreviations. For example, 'Sun. 10 June'.
- When a sentence ends with a quotation which itself ends with a full stop, question mark or exclamation mark, no further full stop is required. However,

if the quotation is short, and the sentence introducing it is more important, the full stop is put outside the quotation marks. For example:

On the door were written the words 'no entry'.

- A sequence of three full stops indicates an omission from the text. A fourth full stop should be added if this comes at the end of a sentence. For example: 'this handbook ... is exceptionally useful I refer to it every day.'

Commas (,)

Commas are used to show a short pause within a sentence. They should be used with care as a misplaced comma can alter the intended meaning of the sentence. For example:

James hit Ian and Edward, then ran away.

James hit Ian, and Edward then ran away.

At the same time, commas should be used where necessary to clarify meaning. Simply omitting the commas often leads to ambiguity or an unintended meaning. For example:

This lawyer, said the judge, is a fool.

This lawyer said the judge is a fool.

The principal circumstances in which commas should be used are as follows:

- To separate items in a list of more than two items. For example, 'cars, trucks, vans, and tractors'. In this sentence, it may be crucial to put the comma after *vans* to ensure that it is clear that *tractors* does not form part of the same category of items.
- To separate co-ordinated main clauses. For example, 'cars should park here, and trucks should continue straight on'.
- To mark the beginning and end of a sub-clause in a sentence. For example, 'James, who is a corporate lawyer, led the seminar'.
- After certain kinds of introductory clause. For example, 'Having finished my work, I left the office'.
- To separate a phrase or sub-clause from the main clause in order to avoid misunderstanding. For example, 'I did not go to work yesterday, because I was unwell'.

- Following words which introduce direct speech. For example, 'He said, "my lawyer is a genius!"'.
- Between adjectives which each qualify a noun in the same way. For example, 'a small, dark room'. However, where the adjectives qualify the noun in different ways, or when one adjective qualifies another, no comma is used. For example, 'a distinguished international lawyer' or 'a shiny blue suit'.

The importance of using commas correctly cannot be overstated. In one Australian case, the court had to look at a worker's insurance policy which described the employer's business as 'Fuel Carrying and Repairing'. The question the court had to decide was whether the policy covered an employee who was injured when driving the employer's vehicle carrying bricks. The court interpreted the policy as if it read either 'Fuel, Carrying, and Repairing' or 'Fuel Carrying, and Repairing'. Litigation could have been avoided if a comma had been inserted in the first place.¹

Commas are softer in effect than full stops and semicolons, and are therefore unsuitable for long lists. They should not be used simply as an alternative to using short sentences or if there is any risk of ambiguity.

Colons (:)

The colon is usually used to point to information which follows it. It may also be used to link two clauses. Here are some examples of usage:

- To precede a list (eg, 'The following items are included:').
- To introduce a step from an introduction to a main theme or from a general statement to a particular situation (eg, 'The remedy is simple: introduce new rules.').
- To show cause and effect (eg, 'An energetic new director has been appointed: this accounts for the rise in share prices.').
- To precede an explanation (eg, 'The argument used by the defence was as follows:').

Colons should not be followed by a dash (–). The dash serves no useful purpose in this context.

Semicolons (;)

The semicolon is used to separate parts of a sentence when a more distinct break is needed than can be provided by a comma but the parts of the sentence are too closely connected for separate sentences to be used. For example, 'To err is human; to forgive, divine'.

In legal writing, semicolons are used to punctuate the end of any sub-clause or paragraph which forms part of a longer sentence. However, if the sub-clause or paragraph constitutes the last part of the sentence, a full stop may be more appropriate.

1 *Manufacturers' Mutual Insurance Ltd v Withers* (1988) 5 ANZ 60–853.

Parentheses ()

These are used to enclose words, phrases or whole sentences. If a whole sentence is in parentheses, the end punctuation stays inside it. For example:

(Stanning plc is hereinafter referred to as 'the Company'.)

Where only the end part of the sentence is in parentheses, the end punctuation goes outside the parentheses. For example:

Stanning plc (hereinafter referred to as 'the Company').

The main circumstances in which parentheses are used are as follows:

- To enclose remarks made by the writer of the text himself or herself. For example, 'Mr X (as I shall call him) then stood up to speak'.
- To enclose mention of an authority, definition, explanation, reference or translation.
- In the report of a speech, to enclose interruptions by the audience.
- To enclose reference letters or figures. For example, '(1)(a)'.

Avoid parentheses within parentheses – use commas or dashes instead. Dashes are a useful way of separating concepts within sentences.

Square brackets []

These enclose comments, corrections, explanations or notes not in the original text but added at a later stage by new authors or editors.

Square brackets are used in legal writing to adjust the format of quoted material. For example, they may be used to indicate that a letter now in lowercase was in capitals in the original text ('The court ruled that "[e]xistence of the subject matter of the contract precluded a finding of *force majeure*".').

Dashes (– and —)

Dashes can be used in two circumstances. They can be used to enclose a sub-clause in a sentence. For example:

Very few – in fact almost none – of the lawyers working in this city have additional expertise in accountancy.

This can be a handy way to clarify sentences which might otherwise be filled with confusing commas.

A long dash can also be used as a substitute for the word *to*. For example:

The proposed route is Helsinki—London—New York—Helsinki.

Hyphens (-)

Hyphens are used in two circumstances. They are used, particularly in British English, to join together two words in respect of which the first word is a prefix of the second: for example, *pre-trial*, *non-statutory*. These words are usually run together in American English: *pretrial*, *nonstatutory*.

Hyphens are also used to make phrasal adjectives, which are adjectives made up of more than one word: for example, *health-care provider* or *real-estate purchase*.

Apostrophes (')

The apostrophe is often used incorrectly both by native and by non-native English speakers. However, mistakes can be avoided by following a few simple rules.

There are two uses for the apostrophe. Firstly, it is used to show that a word has been shortened or that two words have been combined. For example:

I'll be there, so don't say that I won't.

This use of the apostrophe to shorten a word is not usually seen in legal writing as it is considered too informal for most situations.

Secondly, the apostrophe is used to show that something belongs to somebody or something else. For example:

The client's payment was late.

When more than one person or thing owns something, put the apostrophe after the *s*. For example:

The clients' payments were late.

You could put this another way by saying 'the payments of the clients were late'. However, this looks very clumsy and laborious by the standards of modern English.

Take care when using *its*. It only takes an apostrophe when it is short for *it is* or *it has*. For example:

It's a straightforward case.

When using *its* in a possessive sense, the apostrophe should be omitted. For example:

This agreement has its advantages.

Quotation marks (' ' & " ")

In British English, single quotation marks (' ') should be used for a first quotation. For example:

He wrote, 'that is the most important question'.

Double quotation marks should be used for any quotation within a quotation. For example:

He wrote, 'she said "that is the most important question"'.

Single quotation marks should be used again for any quotation inside a quotation inside a quotation. For example:

He wrote, 'she said "that is the most important question he asked during his 'manor house' speech"'.

The closing quotation mark should come before all punctuation marks unless these form part of the quotation itself. For example:

Did the judge really say, 'that lawyer is a fool'?

but:

The judge asked: 'is that lawyer a fool?'

Question marks (?)

The circumstances in which question marks are used are as follows:

- To follow every question which requires a direct answer. For example, 'what does that mean?'. However, note that a question mark is not required after indirect questions. For example, 'he asked me what that meant'.
- A question mark may also be placed before a word or phrase the accuracy of which is doubted. For example, 'Joe (?) Zanuderghosh'.

Exclamation mark (!)

The exclamation mark is used after an exclamatory word, phrase or sentence. It usually forms the concluding full stop but need not do so. It may also be used within square brackets after quoted text to indicate the writer's feelings of, for example, amusement, surprise or disagreement. For example, 'The court then heard the defendant mutter, "this judge is a fool"[!]'.

Capital letters

Capital letters should only be used in the following situations:

- At the beginning of a sentence (eg, 'Thank you for your letter.').
- When writing proper names (eg, London, George W Bush).
- When writing names which derive from proper names (eg, Christianity, Marxism).
- For certain abbreviations (eg, USA, NATO, WTO).
- For a defined term in a legal document where the definition uses a capital letter (eg, 'Roggins plc, hereinafter referred to as "the Company"').

In lower case sub-headings, use a capital letter only at the beginning of the first word (and for defined terms).

When inserting information in tables or lists, only use a capital letter if a separate sentence is being started (lists often occur within a sentence, in which case the only capital should be at the start of the sentence).

When writing headings or titles, capitalise the first letter of every important word (eg, nouns, pronouns, verbs, adjectives and adverbs). Capitalise the first letter of the first and last word in the heading. Put articles, prepositions and conjunctions (*and*, *or*) in lower case.

1.3 So-called rules

There are a number of conventions of written English which are sometimes regarded as rules of grammar. Many of these so-called rules owe their existence

to long use rather than to any particular merit. Applying such rules in all circumstances often leads (1) to clumsy phrasing, or (2) to introducing a shade of meaning into the phrase that the writer may not have intended.

The point to remember about so-called rules is that one should be prepared to break any of them rather than write clumsily.

Ending sentences with prepositions

The old rule that one should not end a sentence with a preposition derives from Latin grammar. As discussed in section 2 in the Introduction, lawyers were for a long period of time greatly attached to Latin forms as a result of Latin being used as the language of record in the early years of the history of English law.

In fact, sentences very frequently end with prepositions in ordinary English due to the role played by idiomatic phrasal verbs – such as *put up with* – in the language. Winston Churchill wittily drew attention to this point by describing the rule about ending sentences with prepositions as ‘the type of arrant pedantry up with which I shall not put’.

As Churchill’s comment graphically illustrates, the problem with adhering strictly to this rule is that it can lead to very clumsy and artificial-sounding sentences. This often involves using stilted constructions such as *of which*, *on which* and *for which*. For example, a sentence like ‘the document of which I spoke’ is technically correct but would be more naturally expressed as ‘the document I spoke about’.

Splitting infinitives

A split infinitive occurs when the basic verb form (eg, ‘to write’, ‘to go’, ‘to run’) is divided by the insertion of another word between the parts of the verb. The most famous example of this is the phrase from *Star Trek*, *to boldly go*. This phrase should correctly have been ‘to go boldly’ or ‘boldly to go’ depending on whether one wished to emphasise going or boldness as the most important aspect of the phrase. However, the phrase ‘to boldly go’ emphasises boldness and going equally and therefore captures a shade of meaning which the correct alternatives do not. Therefore, the splitting of the infinitive was justifiable.

The main circumstance in which splitting an infinitive should be avoided is when the split is so wide that the sentence starts to become unclear. For example, ‘the main aim of this project is to more effectively, quickly and cheaply transact business’ would be better rewritten ‘the main aim of this project is to transact business more effectively, quickly and cheaply’.

Beginning sentences with ‘and’, ‘but’ or ‘because’

Generations of English teachers have taught their pupils that it is incorrect to begin sentences with *and*, *but* or *because*. There is, however, no grammatical or stylistic reason why sentences should not commence with these words.

The only possible reason for avoiding the use of *because* is to avoid fragmented sentences; for example: ‘Then we went home. Because we were

tired.’ These sentences should be joined together to read: ‘Then we went home because we were tired.’

Writing one-sentence paragraphs

One-sentence paragraphs should be used sparingly but can be very useful in the following situations:

- When you wish to emphasise a particular point.
- When you wish to indicate an important transition point from one stage of your argument to the next.
- When you wish to break up the text to make it easier for the reader to understand.

Using the personal pronouns ‘I’, ‘me’ and ‘you’

The question of whether or not to use personal pronouns is linked to the question of whether to use the active or passive voice (see ‘Active and passive voice’ in Chapter 4). Although there are situations in which personal pronouns should be avoided in order to preserve a formal tone, in most cases using personal pronouns ensures that your writing retains a connection with the reader.

1.4 Problem words

Certain words cause problems, either because they have a number of meanings or because it is unclear to writers when one word should be used instead of another. The notes set out below cover some of the worst offenders.

Only

Only, when used as an adverb, has four meanings:

- 1 It can be used to mean ‘nothing or no one else but’ (‘only qualified lawyers are able to draft these documents’).
- 2 It can also be used to mean ‘with the negative result that’ (‘he turned, only to find his path was blocked’).
- 3 A further meaning is ‘no longer ago than’ (‘it was only on Thursday that the document arrived’).
- 4 Lastly, it can mean ‘not until’ (‘we can finalise the contract only when the document arrives’).

The positioning of this word in a sentence is of critical importance. The meaning of the whole sentence can change profoundly according to where it is placed. Generally, it should go immediately in front of the word or phrase which it is qualifying: for example, ‘the only cows are seen on the northern plain’ has a different meaning to ‘the cows are only seen on the northern plain’ which in turn has a different meaning to ‘the cows are seen on only the northern plain’.

Who or whom?

The correct use of *who* and *whom* is a matter which many non-native and native speakers of English alike have difficulty with. The distinction between them is that *who* acts as the subject of a verb, while *whom* acts as the object of a verb or preposition. This distinction is not particularly important in informal speech but should be observed in legal writing.

For example, *whom* should be used in the sentence, 'I advised Peter, John and Mary, all of whom are contemplating claims against RemCo Ltd'.

Who should be used in the sentence, 'I saw Peter, who is contemplating a claim against RemCo Ltd'.

When *who* is used, it should directly follow the name it refers to. If it does not, the meaning of the sentence may become unclear. For example, 'I saw Peter, who was one of my clients, and James' instead of 'I saw Peter and James, who was one of my clients'.

Which or that?

Which or *that* can frequently be used interchangeably. However, there are two rules to bear in mind:

- 1 When introducing clauses that define or identify something, it is acceptable to use *that* or *which*. For example, 'a book which deals with current issues in international trade law' or 'a book that deals with current issues in international trade law'.
- 2 Use *which*, but never *that*, to introduce a clause giving additional information about something. For example, 'the book, which costs £30, has sold over five thousand copies' and not 'the book, that costs £30, has sold over five thousand copies'.

Who, whom, which or that?

Who or *whom* should not be used when referring to things which are not human. *Which* or *that* should be used instead. For example, 'the company which sold the shares' is correct. 'The company that sold the shares' is also correct. 'The company who sold the shares' is incorrect.

That should be used when referring to things that are not human, and may be used when referring to a person. However, it is usually thought *that* is more impersonal than *who/whom* when used in this way. As a result it is better to say 'the client who I saw yesterday' than 'the client that I saw yesterday'.

Fewer or less?

Fewer should be used with plural nouns, as in 'eat fewer cakes' or 'there are fewer people here today'.

Less should be used with nouns referring to things that cannot be counted, as in 'there is less blossom on this tree'. It is wrong to use *less* with a plural noun ('less people', 'less cakes').

Can or may?

Can is mainly used to mean 'to be able to', as in the sentence 'Can he move?', which means, is he physically able to move?

May is used when asking to be allowed to do something as in 'May we leave now?', as *can* is thought to be less correct or less polite in such cases.

Imply or infer?

Do not confuse the words *imply* and *infer*. They can describe the same situation, but from different points of view.

If a speaker or writer *implies* something, as in 'he implied that the manager was a fool', it means that the person is suggesting something though not saying it directly.

If you *infer* something from what has been said, as in 'we inferred from his words that the manager is a fool', this means that you come to the conclusion that this is what they really mean.

Non- or un-?

The prefixes *non-* and *un-* both mean 'not', but they tend to be used in slightly different ways. *Non-* is more neutral in meaning, while *un-* often suggests a particular bias or standpoint. For example, *unnatural* means that something is not natural in a bad way, whereas *non-natural* simply means 'not natural'.

If or whether?

Although *if* can mean 'whether', it is better to use the word *whether* rather than *if* in writing ('I'll see whether he left an address' rather than 'I'll see if he left an address').

Specially or especially?

Although *especially* and *specially* can both mean 'particularly', they are not exactly the same. *Especially* also means 'in particular, chiefly', as in 'he distrusted them all, especially Karen', while *specially* also means 'for a special purpose' as in 'the machine was specially built for this job'.

Save

Save usually means to rescue from harm or danger. However, it can also be used to mean 'except'. It is frequently used in this sense in legal documents. For example:

No warranties are given save as to those set out in Schedule 3.

Grow

Grow is very often used incorrectly. Growing is an organic process that happens by itself. It is not something that can be forced to happen. Therefore, it is acceptable to write, 'last year our profits grew 20%'. However, it is wrong to write, 'we are keen to grow the company next year'. Use *expand* instead.

Client or customer?

Generally speaking, businesses that provide professional services (eg, lawyers, accountants) have clients, while businesses that sell products (eg, retailers) have customers.