n a word, this book is superb. In additional words, it is thoroughly researched, impressive in the range of sources cited, eminently practical, clearly written, and (yes) great fun to read.

Peter Butt, an emeritus professor of law at the University of Sydney, is probably the leading Australian authority on land law. And he just happens to be a leading international authority on drafting, having written Modern Legal Drafting (now in its third edition). He’s also—full disclosure—a friend.

The book covers three broad areas: (1) legal concepts (such as ambiguity, definitions, and terms of art); (2) practical usage (such as cross-referencing, document design, and punctuation); and (3) words and phrases (by the hundreds). Throughout, the reader is drawn in by the clean, open design and the informative, well-differentiated headings and subheadings. The book is a visual delight, full of charts, lists, bullets, and side-by-side before-and-after examples.

In his Preface, Professor Butt makes no bones about his writing and drafting preferences:

My usage recommendations unashamedly endorse plain English—not to dumb down communication but to elevate it, not to discourage elegance but to enhance it, not to deaden writing but to enliven it.

So it is that the book repeatedly offers plain-language alternatives to archaic or confusing terms: not give, devise, and bequeath, but give; not joint and several, but together and separately or together and individually. Yet the author is careful: after distinguishing between rescind and terminate, he cautions that using the word end “may sacrifice precision.”

The breadth of international scholarship—in cases, books, and journals—is exceptional. He draws on sources throughout the English-speaking world, although (as he acknowledges) he rarely cites U.S. cases. So why should U.S. lawyers get the book? Because I’m betting that nearly all the usage advice applies to U.S. lawyers as well. Certainly that’s true for the advice on drafting style.

Many of the entries are followed by juicy suggestions for “Further Reading.” (Or, as the author would punctuate it according to British style, juicy suggestions for “Further Reading”.) And plain-language advocates will be pleased that those suggestions often include articles in the Clarity Journal, The Scribes Journal of Legal Writing, The Loophole (from the Commonwealth Association of Legislative Counsel), and the Plain Language column in the Michigan Bar Journal.

Among the book’s special pleasures are the mini-essays on drafting. For instance, here are the headings and subheadings for the entry “Recitals”:

Nature of recitals
Terminology of recitals
Whereas
Recital ‘of/to’ this agreement
Definitions in recitals
Uses of recitals
To provide an easy way into the document
To help interpret the document
To set up an estoppel
To pass title by ‘feeding the estoppel’
To obtain statutory presumption of truth of statement
To preserve a party’s rights
To facilitate the implication of terms
Abuses of recitals
Recitals containing substantive obligations
Recitals and notice
Recitals and supplemental instruments

This entry covers four pages. It should give you an idea of the wealth of information and advice that the book contains.

Another mini-essay, under the entry “Document Organisation,” is one of several that emphasize the importance of attending
Legal Usage is a work of remarkable scholarship, judicious in its recommendations and compellingly readable.

not just to sentences and words in drafting, but also to how the ideas are organized:

Order of Provisions
Front-loaded structure: key concepts before subsidiary concepts
Example: front-loaded structure
Topic-based structure: material organized by subject area
Example: topic-based structure
Chronological structure: mirror the steps in the transaction
Table of Contents
Usefulness
Grouping topics in table
[with extended side-by-side comparison]

And to get an idea of the crisp, lively writing style, consider these few examples:

• (under cease and desist): “A lawyer’s pairing, meaning no more than ‘stop’."

• (under CONTRACTIONS): “Contractions can be used in legal documents, as in normal prose, as long as they do not create ambiguity. The only barrier to their use is the legal drafter’s ingrained reluctance to appear conversational.”

• (under shall/must): “Shall has had its day.”

A footnote to the last example: despite the author’s opposition to shall, in the “Further Reading” after the entry, he cites 19 sources under three headings—“On shall generally”; “On abolishing shall completely”; and “On retaining shall for actions that carry consequences for a breach.” Professor Butt consistently shows judgment, recognizes possible exceptions and distinctions, and acknowledges contrary arguments. He is a thoughtful, knowledgeable arbiter.

As any reviewer might, I have a quibble or two. For my taste, a few too many sentences start with However. Also, I’m not a fan of the tendency in Commonwealth drafting—reflected in some of the examples—to make each clause (or subpart) a single sentence, although Professor Butt acknowledges that there is no “rule” requiring it. But these are minor quibbles indeed.

Legal Usage is a work of remarkable scholarship, judicious in its recommendations and compellingly readable. Buy it, enjoy it, and learn from it.