Never Mind

In Witness Whereof

References

Kenneth A. Adams, Legal Usage in Drafting Corporate Agreements 64 (2001): “The traditional concluding clause [of a contract] also contains a number of archaisms: the musty In witness whereof can, like Witnesseth, be dispensed with, on the grounds that contracts rarely need to be witnessed…”

Scott J. Burnham, The Contract Drafting Guidebook 475 (2d ed. 1992): Burnham describes In witness whereof we have hereunto set our hands and seals as one of the “overblown phrases that…are frequently found in contracts.” His advice: don’t use it.

Bryan A. Garner, A Dictionary of Modern Legal Usage 468 (2d ed. 1995): Garner says In witness whereof is “one of the quintessential legalisms….” And under the entry “Legalisms and Lawyerisms,” he says that “generally lawyers and legislators should try hard to avoid them.”

Thomas R. Haggard, Legal Drafting: Process, Techniques, Exercises 318, 320 (2003): Haggard calls In witness whereof an “antique phrase” and says that “nothing has contributed more to the bad reputation of legal writing than these archaic terms.”

David Mellinkoff, Mellinkoff’s Dictionary of American Legal Usage 253–54 (1992): Mellinkoff includes In witness whereof on a list of “written formalisms” that he says are “flourishes of a style long dead” and “should be liquidated—not replaced, liquidated.”

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