

# 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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