

The 1997 Clarity Awards

By George H. Hathaway

We started our Clarity Awards in 1992 and for the first five years gave the awards for legal documents written in Michigan.¹ This year we expand the awards to the federal level and to other states. We give our 1997 Clarity Awards for legal documents written or promoted by the Chair of the U.S. Securities and Exchange Commission, a committee that rewrote the Federal Rules of Appellate Procedure, legal-writing consultants in Texas and Colorado, a Michigan state representative, two Michigan circuit-court judges, attorneys from Chrysler Corporation, attorneys from Ford Motor Company, the Ann Arbor Area Board of Realtors, and many others. See Figure 1.

These documents prove that legal documents can be written in reasonably clear language without legalese, and that legalese is not required by precision, complexity, case precedent, or statute. They also prove that it is *not* a question of *can* legal documents be written in clear language without

legalese, or *should* legal documents be written in clear language without legalese. They shift the question to *why* aren't all legal documents written in clear language without legalese? These Clarity Award documents give reason to the language of the law, and they shift the burden of proof from clarity to legalese. Lawyers who write in a clear style should no longer have to prove the "legality" of what they write. The burden of proof should now be on lawyers who write legalese to justify their archaic style.

The Language of the Law

For many centuries the language of the law tended toward legalese that was different from the common speech. The reasons that lawyers gave for this were precision, complexity, case precedent, and statute. But no one ever questioned whether legalese was precise, helped to deal with complex issues, or followed case precedent or statute. The reasons behind legalese were like the Emperor's new clothes. People pretended they were there, even when it was obvious that they were not. Documents written in

legalese were assumed to be "legal," regardless of whether they made sense or not. But documents written in clear language usually carried a burden to prove to readers that they were just as "legal" as documents written in legalese.

In 1963 David Mellinkoff started the modern plain-English movement in the law when he wrote his landmark book, *The Language of the Law* ("This is a beginning. The goal is nothing more modest than the rationalization of the language of the law"). In this book he documented the case against the claim of precision and in favor of using "the common speech, unless there are reasons for a difference." He followed in 1982 with *Legal Writing: Sense and Nonsense*, and most recently in 1992 with Mellinkoff's *Dictionary of American Legal Usage*. See Figure 2.

The Plain-English Movement

Mellinkoff's books form the foundation for the plain-English movement in the law. We have discussed these books and the plain-English movement in many previous

Figure 1—Clarity Award Winners



Back Row (left to right): George Hathaway, John Juroszek, Frederick Blanchard, Carol Cousineau, David Daly, LuAnn Frost, William Kohler, Peter Cornell, Keith Beasley, Robert Nelson, Norman Shinkle, Peter Kopke, Kevin Foran, Charles Dmochowski, Larry Olivares, Joseph Kimble. Front Row: Roger Peters, Margaret Garvin Blanchard, Rep. Karen Willard, Judge George Steeh, Susan Elder, Mary Hiniker.



Ford Motor Company Team (left to right): Peter Sherry, Douglas Cropsey, Kathryn Lamping, John Rintamaki, Lou Ghilardi. (Jack Martin not pictured.)

articles.² In recent years the movement has been very active, not only in the United States, but also in Canada, England, and Australia.³ This activity consists of two distinctly different types of work. The first type concerns educational material such as textbooks, articles, and seminars that recommend plain English. The second type of work concerns legal documents written in plain English in the actual practice of law.

It all starts with the educational material. This material is essential. But regard-

less of all the educational material, there is still an implied assumption that if you write something in plain language, then you had better prove to all who read it that "it" is just as legal as something written in legalese. In other words, if you write in a clear style, the burden of proof is still on you to prove to everyone's uncertainty that you have written something "legal."

Even if you follow all the "how to write it in plain English" books, the educational material doesn't carry the same weight as

legal documents written in plain English in the actual practice of law. And that's the key. If it's used in the actual practice of law, then people won't question it. You won't have to prove time after time that



David Mellinkoff

Figure 2—Quotes from Prefaces to Mellinkoff's Books

From Preface to *The Language of the Law* (1963)

- [T]he principle of simplicity would dictate that the language used by lawyers agree with the common speech, unless there are reasons for a difference.... If there is no reason for departure from the language of common understanding, the special usage is suspect.
- This book tells what the language of the law is, how it got that way, and how it works out in practice.
- This is no crusade for the propagation of a new language.... It is an endeavor to make an existing language better perform its function.
- This is a beginning. The goal is nothing more modest than the rationalization of the language of the law.

From Preface to *Legal Writing: Sense and Nonsense* (1982)

- Drafting is another name for writing, and only serves to let some lawyers feel that they can ignore the language and grammar of mere writers.
- Most law can be expressed in ordinary English. Most of it is. But by the time lawyers get through mushing up ordinary English, very few English speakers and only some lawyers can recognize it. They throw in words that were headaches before the age of steam. They try to get buy, stuffing law into sentences that aren't built to take the load. Instead of rejecting the rubbish and keeping the good in the language of the law, they swallow it whole.... That's the way it is in the law books. That's the traditional way. That must be the precise way. It isn't.
- In *The Language of the Law* (1963), I documented the case against the claim of precision, and documented the case in favor of law using "the common speech, unless there are reasons for a difference." The remaining reasons for a difference are few, and apply only to the tiniest part of the language of the law.
- Some lawyers, and many more people, have become convinced that it is possible and also important to write law pretty much in English, understandable English. Some of the language of the law needs translation. Some of it needs explaining. Law need not read like a novel, nor be reduced to grunts. It need not end up "plain" to everyone; few things are. But legal writing can do better....
- Before any improvement is possible, the old claim to precision must be recognized as myth, overawing good writers and giving bad writers the contentment of the halter.

From Preface to *Mellinkoff's Dictionary of American Legal Usage* (1992)

- This is a dictionary of the language of the law as used in America today. Most of this dictionary is written in ordinary English.... It follows the dictate of simplicity "that the language used by lawyers [should] agree with the common speech, unless there are reasons for a difference."
- [O]nly in comforting myth is legal usage peculiar so that it may be precise. Some technical terms...are precise. More often, the swarming imprecisions of the law give only an illusion of precision....

before is just as legal a word as the phrase *prior to*. In short, legal documents written in plain English in the actual practice of law are crucial to the success of the plain-English movement.

The Clarity Awards

Therefore, to promote plain English, we give Clarity Awards not for educational material, but for legal documents written in plain English in the actual practice of law. To do this we first find the document. Then we find out who wrote the document. And then we give a Clarity Award to the writer. The clarity of any legal document can be graded from F to A+. We give Clarity Awards to the documents that enough people on our committee give at least a B+. It's a subjective opinion based on guidelines such as our definitions of legalese and legalese compounded,⁴ and our 36 elements of plain English.⁵ Our goal is not to make the Clarity Award the symbol of perfection, and to award only one award to the very best document in each category each year. We are not critics who come in after the battle is over and kill all the wounded. We want to encourage change, recognize improvement, and promote clear writing in documents used in the actual practice of law. What better way to do this than to identify and promote as many clearly written statutes, rules, complaints, sworn statements, contracts, deeds, and trusts as we

Figure 3—Clarity Award Categories and Specific Types of Legal Documents

- 1. Laws**
 - Resolutions
 - Statutes
 - Executive Orders
 - Rules

- 2. Lawsuits**
 - Complaints
 - Sworn Statements
 - Briefs
 - Jury Instructions
 - Judicial Opinions

- 3. Contracts**
 - Consumer Finance Contracts
 - Construction, Sales of Goods, Sales of Services, and Employment Contracts
 - Investment Contracts
 - Insurance Contracts

- 4. Real Estate**
 - Listing and Sales Contracts
 - Deeds and Easements
 - Leases
 - Land Contracts
 - Notes and Mortgages

- 5. Estate Planning**
 - Durable Powers
 - Wills and Trusts

can each year? We give our awards in 5 general categories, which we subdivide into 20 specific types of documents. We then give Clarity Awards for the following specific types of documents that have been written in the actual practice of law. See Figure 3.

We give our 1997 Clarity Awards for the documents below.

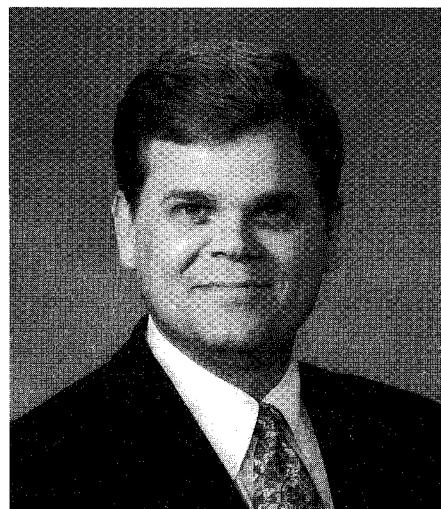
In the Category of Laws:

- **Resolutions.** *1996 House Resolution 302:* It was written by State Representative Karen Willard in clear language without legalese such as the *Whereas* that typically introduces each clause. After she submitted her resolution, someone made an attempt to insert the typical *Whereas*, but she found out about it in time to have the resolution published in the House Journal in plain English.

- **Statutes.** *Three 1996 Michigan statutes:* PA 193, Do Not Resuscitate Act, written by Charles Dmochowski; PA 199, Aquaculture

Development Act, written by Larry Olivares; and PA 263, Juvenile Boot Camp Act, written by John Juroszek. The writers are from the Legal Division of the Legislative Service Bureau. These statutes—written in reasonably clear language—disprove the excuse that all legislation is difficult to understand because it's all written at 3:00 a.m. in the heat of battle on the house floor.

- **Rules.** *Proposed Revision of the Federal Rules of Appellate Procedure.* The Standing Committee on Rules of Practice and Procedure, based in Washington, has produced a plain-language redraft of the Federal Rules of Appellate Procedure. Bryan A. Garner, the principal reviser as a consultant to the committee, has also written *Guide-*



Bryan A. Garner

lines for Drafting and Editing Court Rules, published last year by the Administrative Office for the U.S. Courts.

Over the past several years, we have devoted five columns to Mr. Garner's books about legal writing.⁶ But we are especially interested in his CLE seminars on legal writing, by which he trains more than 5,000 American lawyers each year, including many in Michigan. These seminars—sponsored by LawProse, Inc. of Dallas—have persuaded many practicing lawyers to write their documents in plain English. (See, for example, the sections below about the Chrysler Consulting Contract and the Ford Proxy Statement.) We will continue to focus future columns on legal documents that can be considered direct or indirect products of Bryan Garner's seminars.

But as wide-ranging as Garner's activities are in promoting better legal writing, he is proudest of his work on federal rules. According to Mr. Garner:

Improving the drafting standards for federal rules was the brainchild of Judge Robert E. Keeton and Professor Charles Alan Wright. The restyling of our various sets of rules has begun with the Appellate Rules. They're now much better than in the past precisely because many people have worked on them closely, including the Appellate Advisory Committee (led by Judge James K. Logan) and the Style Subcommittee (led by Judge James A. Parker). Each year I continue to learn more about good legal drafting from working with all these fine legal minds.

Two federal rules: First the U.S. Department of Interior, Bureau of Land Management rule on solid minerals written by Jim Horan, Annetta Cheek, Sharon Allendar, and Brenda Aird. We discussed this in our February 1997 column.⁷ And second, the U.S. Department of Interior, Minerals Management Service rule on liability for royalty due on federal and Indian leases, written by members of a team led by Cecelia Williams in a style promoted by the team's writing consultant, Tom Murawski, president of The Murawski Group, legal-writing consultants based in Colorado Springs, Colorado. We will discuss Dr. Murawski's work on federal rules in another column later this year. We are especially interested in his work because it produces our result—legal documents written in plain English in the actual practice of law. According to Dr. Murawski:

The Interior rules pioneered two basic improvements: a question-and-answer format + and you for whoever must comply. Headings are more informative now, and there's less passive voice. Writers praise the improvements for making regulatory drafting more like everyday writing and speaking. Rules in this style are wonderfully easy to read—promising greater compliance, stronger enforcement, and less litigation. I questions and you answers are encouraged in guidelines issued recently to all federal agencies.

Cecelia Williams and Annetta Cheek illustrate the difference that individual advocates can make.

Cecelia, an attorney, backed plain English in my first rule-writing workshop. Later she helped revise an array of other policies and procedures. Plain English gets credit for a drop in appeals. An award to her agency from Vice President Gore's office has given clarity new status.

Annetta is taking plain English further. At her agency, where she runs the rules shop, she has begun a five-year effort to revise all regulations into plain English. She also leads an effort sponsored by the Vice President's National Performance Review to get the rest

of government to write readable rules. Volunteers from progressive agencies meet regularly to write guidelines and prod the powerful. If that sounds naïve, you need to meet this tough cookie. If anyone can slay the forces of bloated bureaucratic bombast, Dr. Cheek can.

Four 1996 Michigan rules: R 205.1283, Conduct of Tax Tribunal Hearings, written by Norm Shinkle and Peter Kopke; R 339.3211, Athletics Referees, written by Susan Elder; and R 460.3409, Protection of Utility Owned Property, written by Kenneth Roth and the Electric Rules Task Force. These rules prove that employees in departments of state government can write administrative rules in reasonably plain English without legalese. Finally, R 493.20, Advertising, edited by Kevin Foran, from the Legal Editing and Publications Division of the Legislative Service Bureau. We recognize Mr. Foran for his editing of this and other rules.

In the Category of Lawsuits:

- Complaints, Answers, Motions, and Orders

Michigan Causes of Action Formbook. This formbook, published by the Michigan Institute of Continuing Legal Education (Mary Hiniker, Publications Director) and edited by Deborah Gordon, Steven Goren, Kay Holsinger, Mark Hopper, Judy Keenan, Karen Mendelson, and Edward Pappas, contains over 50 clearly written complaints, a sample motion, and a sample order. We discussed this formbook in our January 1997 column.⁸

Guilty Plea Form of Oakland County Circuit Court, written by Judge Gene Schnelz and Court Administrator/Magistrate Margaret Garvin Blanchard of the 45B District Court in Oak Park. We discussed this form in our March 1997 column.⁹

• **Judicial Opinions.** An Opinion and Order of Macomb County Circuit Court written by Judge George Steeh is a model of clarity. We also discussed this opinion in our March 1997 column.¹⁰

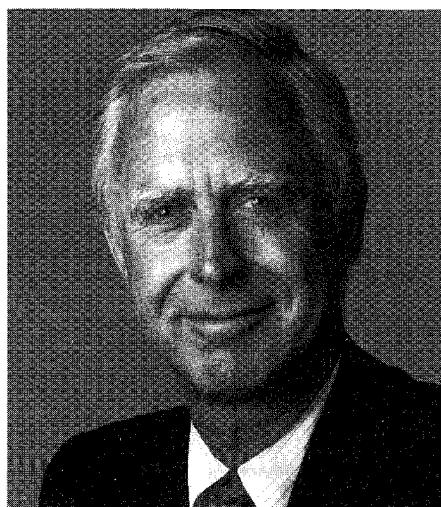
In the Category of Contracts:

- **Sales-of-Services Contracts.** A consulting contract from Chrysler Corporation, written by David Daly, Logan Robinson (now General Counsel of ITT Automotive), and William Kohler. The contract was heavily influenced by Bryan Garner. Mr. Daly says:

The plain-language movement took hold for me a few years ago when Bryan Garner held two legal-drafting seminars at Chrysler. Our General Counsel, Bill O'Brien, opened the first seminar by reminding us that good writing is critical to our mission as Chrysler lawyers.

Plain-language drafting is useful in our international legal practice, since we routinely deal with people who speak English as a second language. Well-written contracts help us sell and service products, complete transactions faster, and have more-satisfied customers. Time is also valuable to the Chrysler executives, lawyers, accountants, and engineers I work with in drafting documents. If a document is clear and concise, they read it faster, understand it better, give better comments, and feel more satisfied with the final result.

• **Investment Contracts.** The Bell Atlantic-NYNE joint proxy statement/prospectus was promoted by SEC Chair Arthur



Arthur Levitt, Jr.

Levitt, Jr. We discussed this in our December 1996 column.¹¹ When educational material and seminars aren't enough to persuade lawyers to write in plain English, we need leaders like Arthur Levitt to convince them to write in plain English. The critical need of the plain-English movement today is to find more Arthur Levitts. He is the perfect example of what we try to find in our Clarity Awards search. According to Mr. Levitt:

Investors depend on the written word—they derive much of the protection of our federal securities laws through disclosure. The SEC has been vigilant in enforcing these laws, but unfortunately, over the years, another law has come into play: the law of unintended results. Put simply, our passion for full

disclosure has created fact-bloated reports, and prospectuses that are more redundant than revealing.

We have to ask ourselves, how are investors aided by the majority of disclosure documents, which are only understandable to financial or legal experts? How can investors enjoy the protection of our laws, if they can't fathom the documents that describe investments? I've been around our markets for most of my life, and I can't understand much of what passes for disclosure.

The fact is that disclosure has two aspects: the information that is made available to investors, and the information that actually gets across to investors. We have excelled at the first part; we now need to focus on the second. We need to acknowledge that disclosure is not disclosure if it doesn't communicate.

The SEC is not alone in recognizing this problem. I can't tell you how many times, in the town meetings we've held across America, investors have stood up and requested, argued, pleaded with me for documents that are useful and easy to read. Making disclosure documents more readable is especially important today, in the 1990s, which have witnessed a mass migration of investors into our markets. More than one in three American households now invest in the market, directly or indirectly. Many people today invest to secure their retirement years. For all these investors, plain English is not a novelty, but a necessity.

Many lawyers and corporate officials support plain English as well. They agree that the time has come to jettison the legalese and speak plainly to investors. They understand that plain English does not mean "dumbing down," or leaving anything important out of a disclosure document. It just means presenting complex information clearly.

Indeed, in our campaign to promote plain English, we have been joined by members of the securities industry and the securities bar every step of the way. We recognize that plain English will not succeed unless we work together. After all, the SEC's own rules and communications are among the reasons why plain English has not taken root sooner. We're hardly in a position to throw stones. For plain English to survive and flourish, we must work together for the good of investors.

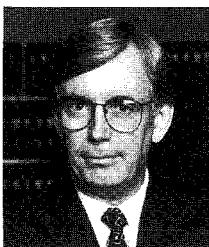
Our joint efforts began with the profile for mutual funds. Eight major fund families stepped forward to volunteer for a pilot project to develop a standardized summary prospectus that highlights key information about a fund. This new document, and a clearer fund prospectus, will enable investors to choose the disclosure option that best suits their needs.

Early last year, we extended our efforts to include corporate disclosure. The Division of Corporation Finance, with help from our Office of Investor Education and Assistance, began a pilot to promote the use of plain English. We worked closely with companies to create new documents, pledging not only to review these documents in an expedited manner, but also to give our comments back in plain English.

The companies that volunteered for this pilot, and especially those that produced the first public documents, deserve our deepest thanks. It's never easy to be first. Several pioneers are Kathleen Gibson from Bell Atlantic and her counsel, Jim McKenzie from Morgan, Lewis & Bockius; Peggy Foran from ITT Corporation; Susan Wolf from Baltimore Gas and Electric Company; and Brian Lynch from Morgan Lewis, who worked on Uni-source. Your major successes with plain English are reverberating throughout our entire disclosure system. Thank you for your vision and your commitment.

Our volunteers' ranks are swelling, and in the months ahead we will have many more examples of plain-English filings.

Through these pilot programs, we've gained considerable knowledge about how to create plain-English disclosure documents. To assure a smooth transition and implementation of this rule, we have also conducted workshops and our Office of Investor Education and Assistance has compiled A Plain English Handbook: How to Create Clear SEC Disclosure Documents. This handbook features proven advice from our pilot participants and others who have created plain-English documents, as well as a foreword by Warren Buffet. Simultaneously with the rule proposal, we are issuing a draft of the text of the handbook to the public. We hope to receive more helpful suggestions by releasing it as a draft, so that when we print it in final



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"Plain Language" is a regular feature of the **Michigan Bar Journal**, edited by Joseph Kimble for the State Bar's Plain English Committee. The assistant editor is George Hathaway, chair of the Committee. The Committee seeks to improve the clarity of legal writing and the public opinion of lawyers by eliminating legalese. Want to contribute a plain English article? Contact Prof. Kimble at Thomas Cooley Law School, P.O. Box 13038, Lansing, MI 48901.

form in a few months, it will be as useful a product as possible.

The transition to plain English will not take place overnight; it is a process, incorporating several steps. The proposed rule requires prospectuses to have cover pages, summaries, and risk factors written in plain English. It asks issuers to use the hallmarks of plain English in those sections of the prospectus: active voice, short sentences, everyday language, tables, and no legal or business jargon.

We will begin with these key sections of the prospectus, but with the clear understanding that our eventual goal is to purge the entire document of words that, in the famous phrase of George Orwell, "fall upon the facts like soft snow, blurring the outlines and covering up all the details."

Ford Motor Company's 1997 Proxy Statement was also influenced by the SEC's drive for plain English in corporate disclosure. And the proxy statement is another good example of a collaboration between business, government, and writing experts that serves the public. According to Douglas Cropsey, from Ford's Office of the General Counsel:

A number of people contributed to our plain-English proxy statement, including our Vice President-General Counsel, Jack Martin; Secretary and Assistant General Counsel, John Rintamaki; and Ford lawyers Douglas Cropsey, Lou Ghilardi, Kathryn Lamping, and Peter Sherry. Because we volunteered to participate in the Securities and Exchange Commission's plain-English pilot program, we also worked closely with Ann Wallace and Carolyn Miller of the Division of Corporation Finance of the SEC, as well as with Bryan Garner and David Schultz of Law-Prose, Inc.

Ford Motor Company's Board of Directors and management realize that the proxy statement is one of their most important ways of communicating with stockholders. Hence the importance of having a proxy statement that is easy to read and understand. Our efforts to create a plain-English proxy statement were further supported by the vision of Ford's Office of the General Counsel to provide Ford with the highest quality legal services in plain English.

Ford was committed to creating a proxy statement that is visually appealing and easy to comprehend. We believe that by writing the proxy statement in language that is easier for stockholders to understand, we can more effectively communicate important company information. The orderly and clear presentation of the plain English format should improve stockholder understanding of

the very complex information that must be included in the proxy statement.

In addition to writing the proxy statement in language that is easier to understand, we incorporated a number of the plain-English formatting conventions to make the document more inviting: we used shorter paragraphs, an unjustified right margin, a justified left margin, more tables and bullet-point lists, and more white space on each page. The result, we believe, is a vast improvement in readability over proxy statements of prior years.

Ford's continuing commitment to plain English also was reflected in the creation of Ford Motor Credit Company's Red Carpet Motor Vehicle Lease Agreement, for which members of Ford Credit's Legal Office won a Clarity Award in 1996.

In the Category of Real Estate:

- Sales Contracts. The Sales Contract of the Ann Arbor Area Board of Realtors, written by members of the Ann Arbor Area Board of Realtors (Peter M. Cornell, CEO) and members of the Washtenaw County Bar Association, is a great improvement in clarity over the hundreds of purchase agreements, offers to purchase, and sales-agreement forms now in use in Michigan. All these documents are worded differently from each other. The only similarity among them is that they are all poorly written and contain much unnecessary legalese.¹² If the Ann Arbor Sales Contract can move away from legalese and toward clear language, why can't other sales contracts do the same?

The Want List

To write a plain-English legal document in the practice of law, you must have three characteristics—interest, ability, and courage. Many people have an interest in writing well. It's common sense. The ability is three-part. You must have the knowledge to write plain English; you must recognize when to write it; and you must have the authority to control how the document is written. Finally, you must have the courage to write it, when everyone about you is praising the Emperor's new clothes.

Once someone has had the interest, ability, and courage to either write or persuade someone to write a specific type of legal document in plain English, then others can use this as a precedent and also write their documents in plain English. And that's what we try to find—because once a document has been written in a clear style, the

document becomes a precedent that removes the "burden of proof" yoke from around your copy of Wydick, *Plain English for Lawyers*. Furthermore, once a clear style becomes accepted, you can then go from the defensive to the offensive and place the burden of proof on something written in legalese. Is legalese as legal as something that can be understood? And why don't you eliminate the legalese and write the document in a style used in Clarity Award documents? Once Representative Karen Willard has had the interest, ability, and courage to write a resolution in clear language without *Whereas*, why can't all legislators write their resolutions in clear language without *Whereas*. Once members of the Bureau of Land Management have had the interest, ability, and courage to write an administrative rule in clear language, why can't all state and federal departments write their administrative rules in a similar manner? Once Arthur Levitt, Jr. has had the interest, ability, and courage to convince the Wall Street investment community and Bell Atlantic to write a prospectus in plain English, why can't all companies write their prospectuses in plain English? To focus our search, we not only keep a list of Clarity Awards that we have given, but also keep a Want List of documents for which we would like to give awards next year. For ten of them, see Figure 4.

Conclusion

Clarity Awards and Want Lists in legal writing and medical terminology will help achieve plain English in law and medicine. But we don't try to convince those professionals who use their intelligence to articulately elucidate vague excuses and half-truths to rationalize legalese and medicalese for their own benefit. We find leaders in these two fields who have the interest, ability, and courage to write award-winning documents that give reason and clarity to the languages of the law and medicine. ■

Footnotes

1. *The Clarity Award*, 71 Mich B J 430 (May 1992); *Clarity Awards for 1993*, 72 Mich B J 692 (July 1993); *Clarity Awards for 1994 and Summary of Real Estate and Insurance Papers*, 73 Mich B J 436 (May 1994); *Clarity Awards for 1995*, 74 Mich B J 440 (May 1995); *Clarity Awards for 1996*, 75 Mich B J 421 (May 1996).
2. Hathaway, *An Overview of the Plain English Movement for Lawyers*, 62 Mich B J 945 (November 1983); *The Plain English Movement in the Law*, 64 Mich B J 1236 (No-
3. Duckworth and Balmford, *Convincing Business That Clarity Pays*, 73 Mich B J 1314 (December 1994).
4. Hathaway, *The Clarity Award (After Five Years)*, 75 Mich B J 1198 (November 1996).
5. Kimble, *Plain English: A Charter for Clear Writing (Part Two)*, 71 Mich B J 1190 (November 1992).
6. Garner, *Finding the Right Words*, 67 Mich B J 762 (August 1988); *Excerpts from A Dictionary of Modern Legal Usage*, 69 Mich B J 1066 (October 1990); *An Excerpt from The Elements of Legal Style: Rooting Out Sexism*, 70 Mich B J 942 (September 1991); *Judges on Effective Writing: The Importance of Plain Language*, 73 Mich B J 326 (March 1994); *An Excerpt from the Indispensable Book: Garner's Dictionary of Modern Legal Usage*, 74 Mich B J 1062 (October 1995).
7. Hathaway, *Plain English in Department of Interior Rules*, 76 Mich B J 196 (February 1997).
8. Michigan *Causes of Action Formbook*, 76 Mich B J 86 (January 1997).
9. Michigan *Judges Practice Plain English*, 76 Mich B J 326 (March 1997).
10. See previous footnote.
11. *The Word from the Securities and Exchange Commission: Put It in Plain English*, 75 Mich B J 1314 (December 1996).
12. See, *Plain English in Real Estate Papers*, 72 Mich B J 1308 (December 1993); *Plain English in Residential Real-Estate Listing Contracts*, 70 Mich B J 1320 (December 1991).
13. *Affidavits*, 74 Mich B J 1199 (November 1995).
14. Hathaway, *A Plain English Movement in Medicine*, 69 Mich B J 688 (July 1990); Shulman, Saunders, and Hall, *High Blood Pressure* (Macmillan, 1987); *Confused? Good. Some doctors and lawyers seem to want it that way*, Detroit Free Press, August 4, 1984, at 1A (article about American Bar Association workshop on writing in law and medicine).

Figure 4—Want List (of documents for future Clarity Awards)

1. ***Yea, Nay, and Aye of U.S. Congress***. We want to give a Clarity Award to the first Congress that has the interest, ability, and courage to change the archaic *Yea, Nay, Aye* voting terminology of the Senate and House to a plain English Yes and No.

2. ***Whereas and hereby in Michigan executive orders***. We want to give a Clarity Award to the first administration that has the interest, ability, and courage to change the 150-year-old legalese format for executive orders to a clear plain-English format.

3. ***Certiorari of U.S. Supreme Court***. We want to give a Clarity Award to the first U.S. Supreme Court that has the interest, ability, and courage to change the title of their *Writ of Certiorari to Order for Certified Record*.

4. ***Sworn Statements***. We want to give Clarity Awards to lawyer/legal secretary teams who use plain-English sworn statements in their lawsuit papers.¹³

5. ***Michigan Car Dealers Association Car-Sales Agreement***. We want to give a Clarity Award to the member of the Michigan Car Dealers Association who persuades the organization to write its car-sales-agreement form in plain English.

6. ***Michigan Bankers Association Car-Loan Agreement***. We want to give a Clarity Award to the member of the Michigan Bankers Association who persuades the organization to write its car-loan-agreement form in plain English.

7. ***American Institute of Architects Contracts***. We want to give a Clarity Award to the first committee of the American Institute of Architects that rewrites their form contracts into plain English.

8. ***Labor Union Contract***. We want to give a Clarity Award to the first company and labor union to write their union contract in plain English.

9. ***FNMA/FHLMC Mortgage Forms***. We want to give a Clarity Award to the first administrator at the Federal National Mortgage Association and Federal Home Loan Mortgage Corporation who persuades those organizations to write their mortgage forms in as clear a style as their note forms are written in.

10. ***High blood pressure in medicalese***. Medical professionals favor plain English in the law—but not in medicine.¹⁴ Yet, medical terms stated in medicalese rather than plain English unnecessarily complicate workers' compensation law, negligence law, and medical malpractice law. Therefore, as an example, we want to give a Clarity Award to the first Medicare administrator who has the interest, ability, and courage to change the term *hypertension* to *high blood pressure* on the medical reimbursement form for services provided by doctors and hospitals.