

Problem words

Old expression	Preferred alternative
ab initio	from the start
above (as in see above)	be specific instead
accordingly	so, therefore
afforded	given
aforesaid	omit
agrees and declares or acknowledges and agrees	Omit: will or shall invariably suffices - the introduction to the document, or the nature of the document, makes clear it is an agreement.
all	the
all and singular	all
and/or	and, or, either ...or ... or both
any	the
any matter, fact or thing	anything
a priori	from assumed principles
assign	transfer
as a result of/as a consequence of	because of
at all times	omit if no other limitation
at an early date	soon
at this point in time/at the present time	now
be deficient in	want, need
below (as in see below)	be specific instead
bequeath	give
bona fide	good faith, genuine, honest
by virtue of	because of, under
chattels	goods
close proximity	near
conferred upon	given to

consideration of, in	omit
considers expedient	thinks fit
contained in	in
covenant and agree	agree
the day and year first hereinbefore written	on the date of this agreement, (or state the date)
deem to be	treat as, consider to be, take to be
demise	lease
is desirous of	wishes to
devise	give
doth	Omit: i.e. change X doth hereby lease to X leases
due to the fact of	due to, because
during such time as	while
each	the
each and every	each, any or all (depending on context)
effected	made, done
effectuate	made, done
employ	use
enclosed please find	we enclose, here is
endeavour	try
engross	complete and/or copy
enure	to operate, take effect
eo instante	instantly, automatically, at the same time
escrow	in trust, on loan
estop	stop, prevent
et al	and the others, the rest
et seq	and those following
even date	of the same date
every	the

except in so far	except where
executed	signed, signed and witnessed, signed as a deed
expeditiously	quickly, as soon as possible (or state a time limit)
expiration	end
expressly (when used to refer to what is being said in the document as in, the Lessee hereby expressly agrees)	Omit (in that context it is always tautologous)
extinguish	end
facilitate	help, assist
ails to	does not
for and on behalf of	for
for a period of	for
for the purpose of	for, to
foregoing	omit or change to "including but not limited to"
forward	send
forthwith	immediately, as soon as possible, now, at once (or state a time limit)
furnish	give
further (as in "it is further agreed that" or "it is subject to a further condition that")	Can usually be deleted. It is usually unnecessary or indicates that there are two clauses of the same nature (eg conditions), which could be grouped together in one clause.
gainful employment	paid work
gift (verb)	give
give consideration to	consider
give devise and bequeath	give
give notice in writing of	notify (notices clause should require writing)
grant	give
have responsibility for	must
have the right to	may

hence	therefore
henceforth	from now on
hereafter	after (and state date or time)
hereby	omit
herein	in this agreement
hereinafter	after, from the date of this agreement
hereinafter called	omit, or use called
hereinbefore	before, before the date of this agreement
hereof	of it
hereon	on it
hereto	to it
heretofore	before, before the date of this agreement
hereunto	on it
hereof	of it
hereon	on it
hereto	to it
heretofore	before, before the date of this agreement
hereunto	on it
herewith	omit, or use with it
hitherto	up to now
howsoever	omit, or use however, no matter how
if at any time and from time to time	whenever
if space is not sufficient	if there is not enough room
implement	carry out, fulfill
in accordance with the provisions/terms and conditions/of	under
in connection with	about
in conjunction with	and, with

in consideration of	omit
incumbent upon	must
indemnify, keep indemnified and save harmless	indemnify (plus a clause stating that there is no need for the indemnified party to suffer loss before requiring payment)
indicate	show, tell
in an effort to	to
initiate	begin, start
in lieu	instead of
in personam	personal, personally
in pursuance of	because of
inter alia	among others, amount other things
inter se	between themselves (or leave out)
in the amount of	for
in the event that	if
in regard to	about
in relation to	about, for, as to
in respect of	about, for, as to
in so far	to the extent
institute proceedings	begin, start proceedings
instrument	document
inter alia	among other things
in the event of	if
in the event that	if
in the future	after the date of this agreement
in the past	before the date of this agreement
in witness whereof the parties have hereunto set their hands and affixed their seals	executed as a deed
ipso facto	omit or automatically

irrespective of	whether or not, even if
is in accordance with	agrees
is authorised to	may
is entitled to	may
is in excess of	exceeds
it is important to note that	omit
it is lawful for	may
it may necessitate	you may have to
last will and testament	will
limited number	few
loss occasioned thereby	resulting loss
make an application	apply
make a statement	state
means and includes	means, includes
mens rea	state of mind
moneys	money
monies	money
monitor	check, watch
mutatis mutandis	with the necessary changes
mutually agree	agree
nominate, constitute and appoint	appoint
nothing in this clause (document)	his clause (document) does not
not less than	at least
not more than	at most
notwithstanding/the effect of	despite, even if
now	on the date of this agreement, or state date
now therefore this agreement witnesseth	omit, or use the parties agree
null void and of no effect	has no effect

obiter dictum	part of the judgment not essential to the decision in the case
of the one part	omit
of the first part	omit
on behalf of	for
on each occasion when	whenever
optimum	best, greatest, most
otherwise than	except
owing to the fact	because
on behalf of	for
on each occasion when	whenever
optimum	best, greatest, most
otherwise than	except
owing to the fact	because
pari passu	equally
per annum	a year
per stirpes	divided equally among the descendants
perusal	read
pose no objection	does not object
the premises (meaning "the matters")	this agreement, this deed
prima facie	at first glance
prior to	before
pro tanto	to the extent that or to that extent
provide	give
provided that	but, if
provides guidance for	guides
punctually	on time
purchaser	buyer

pursuant to	under, according to
quantum	amount
re	omit, or use about, if for a heading just put in bold
recitals	background
relating to	about
release remise and forever quitclaim unto	release
request	ask
res ipsa loquitur	it speaks for itself
rest residue and remainder	rest, balance
said, the said X	the, that, those, (the) X
the same	use a pronoun
save	except
save and except	except
seriatim	...and respond, adopting the same numbering, with regard to your numbered paragraphs:-
shall (future)	will, sometimes can or may could also be appropriate
shall (imperative)	must
so to do	to do so
special conditions	special provisions
subsequently	then, after, later
subsequent to	after
such	the, that, those (or use a pronoun)
sui generis	the only one of its kind
sui juris	of full legal capacity
terms and conditions	terms
testament	will
testamentary disposition	will

thence	afterwards, then
thenceforth	afterwards, from then on
the parties hereto hereby agree the one with the other	omit, or if necessary, it is agreed
the parties hereto have hereunto set their hands and seals	executed by the parties
the same	it
the sum of	omit
thereafter	after that
thereby	by it
therefor	for
therein	in it
thereinafter	afterwards, from then on, later
thereof	of it
thereon	on it
thereto	to it
therewith	with it
thereunder	under it, or under (name of agreement)
thereupon	at the same time
these presents	this agreement, this deed
the State of New South Wales	New South Wales
the within instrument	this instrument/contract/lease
to the effect that	so
to wit	namely
uberrima fide	utmost good faith
undermentioned	omit, or use as mentioned later, or be specific
until such time as	until
unto	to
upon	on

upon the expiration	at the end
upon the (occurrence of X, happening)	when X happens
utilise	use
vendor	seller
verbatim	word for word, exact
warrants	promises
we should point out that	omit
whatsoever	omit
where	if
whereas	recitals, background
whereby	by it, by which
whereof	of it
whereon	on it
wheresoever	omit, or use whatever, no matter where
whosoever	omit, or use whoever, or no matter who
will and testament	will
with a view to	to
without the consent of the lessor first had and obtained	without first obtaining the consent of the lessor
with the exception of	except for
with regard to/with reference to	about
with respect	about
with the result that	so that
witnesseth	witnesses

This list has been compiled from suggestions contained in:-

Drafting and Negotiating Commercial Leases in Australia by Tony Barnett, Butterworths, Sydney, 1990
Plain Language for Lawyers by Michéle M Asprey, Federation Press, Annandale, 1991
10 Tips for Effective Writing seminar by Peter Butt in 2013 author of *Modern Legal Drafting*