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注意事项 17、 Title it "Contract." Do not leave this one to chance. If your client wants a contract, call it a contract. A judge now sitting on the federal bench once ruled that a document entitled "Proposal" was not a contract even though signed by both parties. The lesson

learned is, "Say what you mean." If you intend the document to be a legally binding contract, use the word "Contract" in the title. 17、 标题上注明“合同”两字。不要为碰运气而忽略这个。如果你的客户需要合同，就要注明是合同。一个仍在联邦法院里任职的法官就曾经裁定：有双方签字，但标有“建议书”的文件并非合同。这给我们的教训就是，你怎么想，就应该怎么说。如果你想让你的文件成为具有法律效力的合同，就要在标题中注明“合同”字样。 18、 Write in short sentences. Short sentences are easier to understand than long ones. 18、 写短句子，因为短句子比长句子让人更容易理解。 19、 Write in active tense, rather than passive. Active tense sentences are shorter and use words more efficiently, and their meaning is more apparent.

Example of active: "Sellers shall sell the Property to Buyer." Example of passive: "The Property shall be sold to Buyer by Seller." 19、 用主动语态而不用被动语态。相对而言，主动语态的句子更简短，措词更精练，表达更明白。还是让我们来来看一个例子吧，主动语态的句子：卖方将把此物卖给买方；被动语态的句子：此物将被卖方卖给买方。 20、 Dont use the word

"biweekly." It has two meanings: twice a week and every other week. The same applies to "bimonthly." Instead, write "every other week" or "twice a week."

20、 不要用“双周”之类的词，因为这有可能产生歧义是两周还是每隔一周？类似的词还有“双月”，所以最好这样写：“两周”或“每隔一周”。

21、 Dont say things like "active termites and organisms". Avoid ambiguity by writing either "active termites and active organisms" or "organisms and active termites." When adding a modifier like "active" before a compound of nouns like "termites and organisms", be sure to clarify whether you intend the modifier to apply to both nouns or just the first one. If you intend it to apply to both, use parallel construction and write the modifier in front of each noun. If you intend it to apply to just one noun, place that one noun at the end of the list and the modifier directly in front of it.

21、 不要说“活动着的白蚁和有机体”之类的话，为了避免模棱两可，最好这样写：“活动着的白蚁和活动着的有机体”或是“白蚁和活动着的有机体”。当一组名词（如“白蚁和有机体”）前有一个修饰语（如“活动着的”）时，你一定要弄清楚这个修饰语是修饰两个名词还是仅仅修饰第一个名词。如果是修饰两个词，可以用排比的手法分别在这两个词之前加上修饰语，如果你只想修饰一个名词，那么你就应该把这个词放在这组词的最后，然后在它的前面加上修饰语。

22、 Dont say "Lessor" and "Lessee." These are bad nicknames for a lease because they are easily reversed or mistyped. Use "Landlord" and "Tenant" instead. The same applies to lienor and lienee, mortgagor and mortgagee, grantor and grantee, licensor and licensee, party A and party B. This is where

you can use your creativity to come up with a different nickname for a party, as long as you use it consistently throughout the contract. 22、不要说“出租人”和“承租人”。这对一个租赁合同来说是些不好的别称，因为他们容易被颠倒或者出现打印错误。可以用“房东”和“房客”来代替他们。同样，在合同中也不要说留置权人和留置人，抵押权人和抵押人，保证人和被保证人，许可人和被许可人，当事人A和当事人B……到底怎么说，这就要看你驾驭语言的能力了，不过，要把握的一条原则，即在整個合同中，对合同一方只能用一個別稱。 23、Watch out when using "herein." Does "wherever used herein" mean anywhere in the contract or anywhere in the paragraph? Clarify this ambiguity if it matters. 23、使用術語“本文（herein，也可譯為“在這裡”）時要當心。為了避免含糊不清，使用“本文”時最好特別申明一下“本文”是指整個合同，還是指其所在的某一段落。 24、Write numbers as both words and numerals: ten (10). This will reduce the chance for errors. 24、寫數目時要文字和阿拉伯數字并用，如：拾（10）。這將減少一些不经意的錯誤。 25、When you write "including" consider adding "but not limited to." Unless you intend the list to be all-inclusive, you had better clarify your intent that it is merely an example. 25、如果你想用“包括”這個詞，就要考慮在其後加上“但不限於……”的分句。除非你能够列出所有被包括的項，否則最好用“但不限於……”的分句，來說明你只是想舉個例子。 26、Dont rely on the rules of grammar. The rules of grammar that you learned in school are not universal. The judge or jury interpreting the meaning of your contract may have learned

different rules. Write the contract so that no matter what rules they learned, the contract is clear and unambiguous. Follow this test for clear writing: Remove all periods and commas, then read it.

Choosing the right words and placing them in the right place makes the writing clear without punctuation. 26、不要依赖于语法规则

。那些你在学校里得到的语法规则并不是放之四海而皆准的东西，因为有权来解释此合同的法官或陪审团成员学的语法规则可能和你学的不一样，但不管学的是什么规则，撰写合同都要遵循一个基本原则：简洁、明确。检测你写的东西是否达到这个要求有个好办法，那就是去掉所有的句号和逗号，然后去读它。在没有标点符号的情况下，选择正确的词语放在正确的位置上，这将使你写出来的东西更简明，更流畅。 27、Dont be creative with words. Contract writing is not

creative writing and is not meant to provoke reflective thoughts or controversies about nuances of meaning. Contract writing is clear, direct and precise. Therefore, use common words and common meanings. Write for the common man and the common woman. 27

、不要创造词语。合同文书不是创造性的作品，也就不能因为意思的细微差别而引起思考或争论。合同文书应该是清晰、直接而准确的。因此，要使用普通的词语，表达普通的意思，为普通人撰写合同。 28、Be consistent in using words. If you

refer to the subject matter of a sales contract as "goods" use that term throughout the contract. do not alternately call them "goods" and "items." Maintaining consistency is more important than avoiding repetition. Dont worry about putting the reader to sleep. worry about the opposing lawyer a year from now hunting for ambiguities

to get your contract into court. 28、用词一致。在一份销售合同中，如果你想用“货物”来指整个合同的标的物，就不要时而称它们为“货物”，时而又改称它们为“产品”。保持用词一致性比避免重复更加重要。不要担心这会让读者打瞌睡；你应该提防的是对方律师会因为含糊不清的合同而将你告上法庭。

29、Be consistent in grammar and punctuation. The rules of grammar and punctuation you learned may differ from others, but you had better be consistent in your use of them. Be aware of such things as where you put ending quote marks, whether you place commas after years and states, and similar variations in style. 29、在文法和标点符号上保持一致。你可能学过许多不同类的文法和标点符号规则，但在使用它们时最好保持一致。要特别注意句末的引号、时间和地点之后的逗号以及文风的相似性。

30、Consider including choice of law, venue selection, and attorneys fee clauses. If your contract gets litigated, you might as well give your client some "ammunition" for the fight. Examples of these clauses appear in Appendices A and C. 30、可以在合同中加入准据法、审判地、律师费等条款。有了这些条款，一旦合同引起诉讼，你就已经为了你的客户打这场诉讼战准备了一些“弹药”。

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