



FLORIDA STATE UNIVERSITY COLLEGE OF LAW WRITING CENTER

Avoid Ambiguity in Words and Sentences¹

An ambiguous word or sentence is one that can be interpreted in more than one way. If you want to be certain the reader understands your meaning, you should know the common causes of ambiguity and how to address them in your legal writing. At the word level, ambiguity occurs when everyday words have specialized legal meaning or when you use elegant variation. At the sentence level, ambiguity arises when you misplace words or fail to indicate what a word or phrase refers to in the sentence. If you have not made clear which noun is a pronoun's antecedent, you can confuse the reader. Dangling modifiers and unclear conditionals are also ambiguous. Avoid ambiguity in words and sentences to produce clear and effective legal writing.

Ambiguity at the Word Level

Everyday words with legal meaning. Certain words have one meaning in ordinary usage, and another meaning in the law. An example of this is the word *fresh*, as in *fresh fish*. A layperson may believe fresh fish to mean simply that the fish was recently caught. But the legal definition of fresh fish, set by regulations, is fish that has never been frozen, no matter when it was caught.² When words have different meanings in different contexts, readers understand what is meant only when they are familiar with the context. This applies not only to legal language itself, but also to technical words and phrases you use when drafting a legal document for a particular trade. Shipping or construction contracts, for example, may use terms that mean something different in that trade than in everyday usage.³ Readers must understand the trade meaning of terms in case it becomes necessary to interpret rights and obligations under the contract.

Elegant variation. Referring to the same thing with different words may confuse the reader and create legal problems. A reader of a legal document is justified in thinking that a shift in terms is intended to signal a shift in meaning. For example, this passage is ambiguous:

The use fee shall be 1% of Franchisee's gross revenue. Franchise payment shall be made on or before the 15th day of each month.⁴

Is a franchise payment different from the use fee? If so, what is the franchise payment? And when must the use fee be paid?

¹ By Cecelia Smith, Writing Specialist and Professor of Advanced Legal Writing, 2026.

² VEDA R. CHARROW, MYRA K. ERHARDT & ROBERT P. CHARROW, CLEAR AND EFFECTIVE LEGAL WRITING 5 (5th ed. 2013).

³ *Id.* at 189.

⁴ RICHARD C. WYDICK & AMY E. SLOAN, PLAIN ENGLISH FOR LAWYERS 24 (6th ed. 2019).

In electronic documents, readers often use search functions to locate specific terms. Elegant variation can impede efforts to navigate the document. Do not hesitate to repeat a word if it is the right word. Repeating it will avoid confusion and make your document more useful to the reader.

Ambiguity at the Sentence Level

Misplaced words or unclear structure. Ambiguity can also occur at the sentence level. Misplacing a word or phrase can confuse the reader. Misplacing words such as *only* and *exclusively* makes a sentence ambiguous. For example:

Describe the client's property only in section II of the will.⁵

Does this mean to describe the property and no other asset in section II? Or does this mean to describe the property in section II and nowhere else? Carefully place the words *only* and *exclusively* in the sentence to convey the meaning you intend.

Ambiguous references. A pronoun is ambiguous when it does not clearly refer to one antecedent or could refer to two possible antecedents. Make certain that any pronoun in a sentence clearly refers to one antecedent. The ambiguity often arises when writers substitute pronouns for names.

There are two ways to remedy such an ambiguity. First, you can replace the pronoun with the appropriate noun or proper noun. Second, you can revise the sentence completely if you do not want to repeat the noun.⁶

Ambiguous	Revised
Dan told Bill that <i>he</i> needed to draft the contract.	Dan told Bill that Dan needed to draft the contract. Dan told Bill that Bill needed to draft the contract.
If the argument is made that the Secretary's regulation applies in our case, I believe that <i>it</i> will be attacked by our opponent. ⁷	If the argument is made that the Secretary's regulation applies in our case, I believe that the argument will be attacked by our opponent. I believe our opponent will attack the argument that the Secretary's regulation applies in our case.

⁵ CHARROW ET AL., *supra* note 2, at 190.

⁶ DEBORAH E. BOUCHOUX, ASPEN HANDBOOK FOR LEGAL WRITERS 28 (5th ed. 2021).

⁷ CHARROW ET AL., *supra* note 2, at 191.

When an indefinite pronoun is the antecedent, use the singular pronoun. Indefinite pronouns are ones that do not refer to any definite person or thing. Some examples of common indefinite pronouns are *all, any, each, either, neither, nobody, no one, and none*.⁸

Dangling modifiers. Dangling modifiers are modifiers that do not have a noun in the sentence that they can modify. They are “dangling,” or unattached to an appropriate noun.

Ambiguous: Finding no error, the judgment of the trial court is affirmed.

Revised: Finding no error, we affirm the judgment of the trial court.

Many dangling modifiers occur at the beginning of sentences. One way to avoid dangling modifiers is to place the noun the modifier modifies right after the comma.

Conditionals. To avoid ambiguity in conditionals, make it clear where conditions begin and end. You can use punctuation. A better solution is to use *syntax* to clarify the message. For example, you can repeat the subject of the sentence before each full condition.

Ambiguous: If a client is receiving alimony or is receiving child support and has been divorced for more than one year, then this section of the rule does not apply.

Revised: *If the client* is receiving either alimony or child support and *if the client* has been divorced for more than one year, then this section of the rule does not apply.⁹

Make certain your reader understands your intended meaning by avoiding ambiguous words and sentences. Define everyday words that have special legal meaning and eschew elegant variation. In your sentences, revise misplaced words and phrases, ambiguous references, dangling modifiers, and unclear conditionals. Avoid ambiguity at the word and sentence level to produce clear and effective legal writing.

⁸ANNE M. ENQUIST, LAUREL CURRIE OATES & JEREMY FRANCIS, JUST WRITING: GRAMMAR, PUNCTUATION, AND STYLE FOR THE LEGAL WRITER 180 (6th ed. 2022).

⁹CHARROW ET AL., *supra* note 2, at 192.