

Concept of Ambiguity in Law and Language

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Study Summary

This study analyzes the concept of ambiguity in legal terms translated into Arabic and its impact on contract drafting in both English and Arabic. The study begins by establishing the conceptual framework of ambiguity, including its definition, etymological origin, and classification. It then proceeds to examine the various types of ambiguity, their causes, and the implications arising from ambiguity in contract drafting. Furthermore, the study discusses terms related to ambiguity by outlining their definitions, etymological origins, and illustrative drafting examples, while clarifying the distinctions between ambiguity and other similar legal concepts. The study adopts a descriptive-analytical methodology. The Main Results of Study: The ambiguity in contract language arises from multiple sources—linguistic, structural, and drafting practices—and significantly increases the risk of disputes, misinterpretation, and legal uncertainty. Contractual ambiguity leads to significant legal, financial, operational, and relational risks, including disputes, project delays, and erosion of trust, highlighting that unclear language directly undermines enforceability and contractual certainty. The Main Recommendations of Study It is recommended to adopt a clear judicial methodology that first analyzes the text, then the context, and allows extrinsic evidence only when the language is reasonably ambiguous, ensuring contractual certainty. It is recommended to prioritize precise and context-aware drafting, clearly defining terms, specifying governing law, and minimizing vague or redundant language to ensure clarity and reduce disputes.

Key words: Ambiguity -drafting – linguistic – structural.

مفهوم الغموض في القانون واللغة

تناولت هذه الدراسة بتحليل مصطلح الغموض في المصطلحات القانونية المترجمة إلى اللغة العربية وأثره على صياغة العقود بالإنجليزية والعربية. أستهلت الدراسة بتأصيل الإطار المفاهيمي لمصطلح الغموض مع بيان تعريف الغموض والاصل الاشتقاقي للغموض، وتصنيفه. ثم انتقلت الدراسة إلى تحليل أنواع مصطلح الغموض المختلفة وأسبابها والآثار المترتبة على الغموض في صياغة العقود، ثم ناقشت الدراسة المصطلحات المشابهة لمصطلح الغموض من خلال تعريفها وأصلها الاشتقاقي وأمثلة لصياغتها. والفرق بين مصطلح الغموض المصطلحات القانونية الأخرى المشابهة له. اتبعت الدراسة المنهج الوصفي التحليلي. وخلصت الدراسة إلى أهم النتائج مثل: ينشأ الغموض في صياغة العقود من مصادر متعددة . لغوية، وهيكلية، وممارسات الصياغة — مما يزيد بشكل كبير من مخاطر النزاعات، وسوء التفسير، وعدم اليقين القانوني. كما يؤدي الغموض التعاقدية إلى مخاطر قانونية ومالية وتشغيلية وعلاقية جسيمة، بما في ذلك النزاعات، وتأخير المشاريع، وتآكل الثقة، مما يبرز أن الصياغة غير الواضحة تقوّض بشكل مباشر قابلية التنفيذ واليقين التعاقدية. التوصيات الرئيسية للدراسة: يوصى باعتماد منهجية قضائية واضحة تقوم أولاً بتحليل النص، ثم السياق، ولا تجيز اللجوء إلى الأدلة الخارجية إلا عندما تكون صياغة النص تحتمل الغموض بشكل معقول، بما يضمن تحقيق اليقين التعاقدية. كما يوصى بإعطاء الأولوية لصياغة دقيقة ومراعية للسياق، مع تعريف المصطلحات بوضوح، وتحديد القانون الواجب التطبيق، والحد من استخدام العبارات الغامضة أو المكررة، بما يكفل وضوح النص ويقلل من النزاعات.

الكلمات المفتاحية: الغموض . صياغة . لغوية . هيكلية .

Introduction:

Law constitutes a system of rules governing social and contractual relations, articulated through specialized language that demands precision, clarity, and conciseness. However, legal terminology is often marked by ambiguity and synonymy, giving rise to interpretative challenges distinct from those in ordinary language. These challenges are particularly significant in contract drafting, which requires not only subject-matter expertise but also mastery of legal terminology and concepts. Ambiguity in legal translation—especially in the context of English–Arabic contracts—may lead to serious consequences, including disputes, misinterpretation, and financial loss. Accordingly, this study examines the sources and effects of such ambiguity on contractual relationships and proposes recommendations to enhance clarity and effectiveness in legal drafting. Emphasis is placed on the necessity of clear and precise contractual language, as any deficiency in wording may be construed against the parties, as well as on the importance of specifying appropriate mechanisms for dispute resolution.

The Importance of the Study:

Concluding a valid and binding contract between two or more parties is of great importance, which is represented in the following:

1. Let the contracting parties aware of the binding clauses included in the contract in accordance with the laws and regulations adopted in the country.
2. Well drafting can resolve any of the clauses included in the contract leads to the violating party to legal procedures
3. The contracts well drafted protect the rights and interests of the contracting parties.
4. Legal terminology is considered one of the most important basic topics in the field of human sciences, as it is considered the
5. Failure to use the legal terminology correctly may lead to a misunderstanding of the contract if the dispute regarding the contract is to be filed to court.

The Tasks of the Study:

The foremost purpose of this study is to shed light on the following:

1. Identify sources of ambiguity in contract language. Analyze the impact of ambiguity on contractual relationships.
2. To analyze the choice and usage of the legal terminology means in contract;
3. To understand how errors of using legal terminology of drafting affect the drafting of contracts in English .
4. Drafting contracts legally through specialized drafters protects the parties and reduces the risks of potential legal consequences.
5. To avoid any future problems, it is highly recommended to cooperate with specialized drafters when drafting and implementing any type of contract.

Problem of Study:

More specifically, this study seeks to address the following research questions:

1. What is the concept of ambiguity?.
2. What are the related or synonymous legal terminologies of Ambiguity?
3. The ambiguity of a legal term and its improper use give rise to numerous contractual disputes when contract drafters employ two substantially similar terms, resulting in a judge interpreting them in a manner contrary to the intent of the contract drafters.

Methodology of the Study:

The Study followed the Descriptive Analytical Method.

Structure of the Study:

Chapter One: Definition and Types of Ambiguity.

Chapter Two: Legal terminologies Similar to Ambiguity

Chapter One: Definition and Types of Ambiguity.

1.1 Definition of Ambiguity:

1.1.1 Introduction to Ambiguity

Ambiguity is an inherent feature of all forms of writing, even in the most detailed legal documents designed to minimize uncertainty. In fact, the likelihood of ambiguity often increases with the length of the text. Nevertheless, legal drafters must strive to reduce ambiguities that could lead to misinterpretation. Drafting is thus a continuous struggle against ambiguity—a challenge that can never be fully won—because any language more complex than simple sounds carries the potential for multiple interpretations.⁽⁴⁵⁴⁷⁾

From a business perspective, contract ambiguity represents a risk allocation problem, as unclear language does not distribute responsibilities equitably but leaves outcomes to chance, with courts ultimately determining interpretations based on legal precedent, judicial reasoning, and sometimes jurisdiction-specific rules.⁽⁴⁵⁴⁸⁾

Addressing ambiguity in legal writing is not about adding excessive detail or pursuing hyper-precision, but rather cultivating a clear, concise style alongside heightened sensitivity to word choice and meaning. This linguistic awareness makes existing ambiguities easier to detect and correct, and it can reveal potential ambiguities in texts that previously seemed clear.⁽⁴⁵⁴⁹⁾

Law fundamentally relies on language, through which contracts are formed, statutes enacted, and constitutions established. Even with the best intentions, the meaning of legal language is not always clear or unambiguous. Words may be subject to multiple interpretations, uncertainty, or differing understandings, and when these interpretive differences cannot be resolved, parties may resort to litigation to determine the intended meaning—this is legally described as “ambiguity”.⁽⁴⁵⁵⁰⁾

Contracts regulate the rights and obligations of parties, providing guidance in case of disputes. Any ambiguity or inconsistency within a contract can significantly undermine a party’s ability to enforce its terms, creating potential legal and practical risks.⁽⁴⁵⁵¹⁾

1.1.2 Definition of Ambiguity

The term ambiguous describes language capable of being understood in more than one sense. It refers to expressions that are obscure, indefinite, or possess a double meaning, and terms whose meaning cannot be determined solely from the text. Ambiguous language is reasonably susceptible to differing interpretations and uncertain because it can convey multiple meanings. Synonyms include “doubtful,” “equivocal,” “indefinite,” “indeterminate,” “indistinct,” “uncertain,” and “unsettled”.⁽⁴⁵⁵²⁾

Ambiguity can be defined as the presence of linguistic nuance that allows more than one possible interpretation of the same expression. According to William Empson, ambiguity encompasses any

⁽⁴⁵⁴⁷⁾ Howard, Philip. At the Double, and Be Rather Sharp About It, The Times, 8 February 1991, p.92.

⁽⁴⁵⁴⁸⁾ Sirion, Contract Ambiguity: Why Precision Matters More Than You Think. Available at: <https://www.sirion.ai/library/contract-management/contract-ambiguity/>, visited on 15-7-2025, at 10:5 Am.

⁽⁴⁵⁴⁹⁾ Brayan A. Garner, A Dictionary of Modern Legal Usage, Second Edition, Sausalito Public Library, Oxford, New York, U.S.A., p.48.

⁽⁴⁵⁵⁰⁾ Schane, Contract Ambiguity: Why Precision Matters More Than You Think; Sanford, Ambiguity and Misunderstanding in the Law. Available at: <https://pages.ucsd.edu/~schane/law/ambiguity.pdf>, p.1. visited on 15-7-2025, at 10:20 Am.

⁽⁴⁵⁵¹⁾ HC Heendershot Cowart P.C. Contract Clear as Mud? What to Do When Contract Ambiguity Creates Conflict. Available at: <https://www.hclawyers.com/blog/2022/february/contract-clear-as-mud-what-to-do-when-contract-a/>, visited on 19-7-2025, at 11:15 Am.

⁽⁴⁵⁵²⁾ Simpkin's v. Business Men's Assur. Co. of America, 1948; Schane Contract Ambiguity: Why Precision Matters More Than You Think ; Sanford, Op.cit., p.4.

verbal subtlety, however slight, that permits alternative interpretations of a single piece of language.⁽⁴⁵⁵³⁾

In legal practice, courts adopt a narrower, more objective definition: a term is considered ambiguous if it is reasonably capable of more than one meaning as understood by an intelligent person, evaluating the language within the context of the entire integrated agreement and with awareness of relevant trade customs and usage.⁽⁴⁵⁵⁴⁾

Ambiguity itself is a multi-dimensional concept, encompassing:

1. General Meaning: Relates to language use and understanding, arising when a text is unclear or uncertain. This is the predominant meaning in legal contexts
2. Restricted (Linguistic) Meaning: Refers to inherent lexical or grammatical features of language, such as multiple definitions of a word or alternative syntactic structures, studied by linguists and grammarians.⁽⁴⁵⁵⁵⁾

In legal contexts, the general meaning dominates, focusing on lack of clarity in expression, whereas linguists examine structural ambiguity. Contractual ambiguity arises when language is susceptible to conflicting interpretations, which differs from typographical errors or obvious drafting mistakes.⁽⁴⁵⁵⁶⁾

1.1.3 Ambiguity in Legal Practice

General ambiguity refers to situations in which a text is unclear or open to multiple interpretations. Courts have encountered examples such as:

- A contract for the sale of chickens without specifying the type.
- Two ships with the same name, creating uncertainty over which would transport goods.
- Disputes over whether transported chickens were considered raw or manufactured products.

These examples illustrate that disputes often arise from uncertainty about what the contract language actually conveyed, emphasizing the importance of clear and precise legal drafting.⁽⁴⁵⁵⁷⁾

1.1.4 Restricted (Linguistic) Ambiguity

Restricted ambiguity focuses on structural properties of language, primarily studied in grammar and linguistics. It is inherent in language itself rather than resulting from contextual uncertainty. The main types are:

1. Lexical Ambiguity – Occurs when a single word has multiple dictionary meanings. For example, bank can mean a financial institution or the edge of a river. Context often resolves ambiguity, but in the absence of cues, genuine ambiguity persists
2. Syntactic (Structural) Ambiguity – Arises from the grammatical arrangement of words, which allows multiple interpretations depending on syntax. Example: "The skinny general's daughter was the belle of the ball," where skinny could modify either general or daughter. In legal contexts, this was significant in California v. Brown, where ambiguity centered on whether the adjective meremodified only the first item in a series or all items, affecting legal interpretation.⁽⁴⁵⁵⁸⁾

1.1.5 Legal Classifications of Ambiguity

Legally, ambiguity is classified into:

- Patent Ambiguity – Apparent on the face of the document.

⁽⁴⁵⁵³⁾William Empson, Seven Types of Ambiguity 19 (1930; Penguin ed. 1977, p. 19.

⁽⁴⁵⁵⁴⁾Walk-In Medical Ctrs., Inc. v. Breuer Capital Corp., 818 F.2d 260, 263 (2d Cir. 1987).Brayan A. Garner, Op. cit.,p. 48.

⁽⁴⁵⁵⁵⁾Schane, Contract Ambiguity: Why Precision Matters More Than You ThinkSanford.Op. cit., p. 1.

⁽¹⁰⁾Siron., Op., cit; Available at: <https://www.siron.ai/library/contract-management/contract-ambiguity/>

⁽⁴⁵⁵⁷⁾Schane, Ambiguity and Misunderst,Op.cit., p.4.

⁽⁴⁵⁵⁸⁾Solan, L. M..The Language of Judges. University of Chicago Press, Chicago, pp. 55–61, 1993.

- Latent Ambiguity – Revealed only through extrinsic circumstances.

If ambiguity arises and the drafter cannot clarify the intended meaning, courts generally interpret the language in favor of the opposing party.⁽⁴⁵⁵⁹⁾

1.1.6 Contractual Ambiguity

Contractual ambiguity occurs when an agreement is unclear, vague, or reasonably open to multiple interpretations. It does not arise merely from disagreements but from language that legitimately allows multiple reasonable readings. For example, a clause requiring a service provider to deliver “reasonable support” may be interpreted differently by each party, demonstrating both the flexibility and potential risk of such language.⁽⁴⁵⁶⁰⁾

1.1.7 Etymology of Ambiguity:

c. 1400, "uncertainty, doubt, indecision, hesitation," from Old French *ambiguite* and directly from Latin *ambiguitatem* (nominative *ambiguitas*) "double meaning, equivocalness, double sense," noun of state from *ambiguus* "having double meaning, doubtful" (see ambiguous). The meaning "obscurity in description" is from early 15c.⁽⁴⁵⁶¹⁾

1.1.8 Sample of Ambiguity Clause:

A contractor agreed to indemnify a public utility for any harm caused during the replacement of a turbine cover. ("Indemnify" means that the contractor would compensate the utility for damages.) When the contractor caused \$25,000 in damage, the public utility prosecuted to get the money back under the indemnity clause. The contractor argued that the indemnity clause was meant to insure only against harm to third parties, not to the utility itself. The words "third-party" did not appear in the contract, but other evidence of trade practices by the parties proved that the contractor's interpretation was correct. The California Supreme ruled in favor of the contractor stating that evidence outside a contract (extrinsic evidence) should be admitted as long as it is offered to prove a meaning to which the language of the writing is "reasonably susceptible."⁽⁴⁵⁶²⁾

1.2 Types of Ambiguity in Contracts and Legal Language

1.2.1 Introduction

Ambiguity in legal language and contracts represents a fundamental challenge to the precision of obligations and the understanding of legal texts. Ambiguity may arise from indeterminate phrasing or from a failure to define key concepts precisely, undermining contractual certainty and interpretative stability.⁽⁴⁵⁶³⁾

1.2.2 Classification of Ambiguity

Ambiguity is generally classified into two main categories:

1.2.3 Intentional Ambiguity

This form of ambiguity is often found in literary contexts to expand interpretative possibilities and enhance the expressive and aesthetic depth of language. It is considered a positive, creative feature rather than a linguistic flaw.⁽⁴⁵⁶⁴⁾

⁽⁴⁵⁵⁹⁾ (Hill, G. N., & Hill, K. T. The People's Law Dictionary. MJF, New York, USA, p. 37. 2002).

⁽⁴⁵⁶⁰⁾ Hyper Start Knowledge Suite, Contract Ambiguity: A Complete Guide to Risks, Prevention, and Resolution, available at : <https://www.hyperstart.com/blog/contract-ambiguity/>

Schane, Sanford. Ambiguity and Misunderstanding in the Law. Available at: <https://pages.ucsd.edu/~schane/law/ambiguity.pdf>, p. 4.

⁽⁴⁵⁶¹⁾ Etymonline, Origin and history of ambiguity, available at: <https://www.etymonline.com/word/ambiguity>, visited on 10/2/2026, at 12:21 PM

⁽⁴⁵⁶²⁾ EhabS.Alnuzailli; Kamlesh Dangwal, Linguistic Ambiguity In The Language Of Law: A study Of Selected Articals From Transitional Civil Code Of Eritrea, KingKhalid University, K.S.A.,p.10.

⁽⁴⁵⁶³⁾ Super Legal Contract Team, Contract Ambiguity 101: Risk, Legal Impact, and Steps to Clarity, available at: <https://www.superlegal.ai/blog/contract-ambiguity-101/>.

⁽⁴⁵⁶⁴⁾ Yasir Mohammed Saleh, Semantic Ambiguity in English Language, Iraq Academic, Volume 13–48, p. 608.

1.2.4 Unintentional Ambiguity:

Unintentional ambiguity arises inadvertently, causing misunderstandings in listening, speaking, or writing. Unlike intentional ambiguity, it is considered problematic because it obstructs clarity and precision in communication.⁽⁴⁵⁶⁵⁾

1.2.3. Ambiguity in Contracts

1.2.3.1 Ambiguous Language and Its Impact

Ambiguous language in contractual drafting is a major source of legal risk. Vague or indeterminate expressions generate uncertainty regarding the scope of parties' obligations, potentially resulting in conflicting interpretations of contractual performance. Terms like "reasonable efforts" or "timely manner" are inherently flexible and may be interpreted differently by each party.⁽⁴⁵⁶⁶⁾

1.2.3.2 Contextual Ambiguity

1.2.3.2.1 In Statutes

Contextual ambiguity arises when statutory terms are interpreted in isolation from their broader context. For example, in *Eicher Tractors Ltd. v. Union of India* (1999), the Supreme Court had to determine the meaning of "agricultural operations" under Section 10(29) of the Income Tax Act, interpreting legislative intent to include activities directly or indirectly facilitating agriculture.⁽⁴⁵⁶⁷⁾

1.2.3.2.2 In Contracts

Contextual ambiguity can also arise in contracts when provisions rely on external documents, incorporate materials by reference, or use industry-specific terminology without adequate definition, leading to divergent interpretations.⁽⁴⁵⁶⁸⁾

1.2.3.3 Lack of Intention to Create Legal Relations

For enforceability, parties must intend to create binding legal obligations. While this intention is generally presumed in commercial agreements, courts are less likely to presume it in domestic or social arrangements unless clear evidence exists.⁽⁴⁵⁶⁹⁾

1.2.3.4 Creative Ambiguity:

The concept of "creative ambiguity" involves deliberately inserting ambiguous language to preserve alternative interpretations for potential advantage. While theoretically possible, this practice is rare and may conflict with principles of clarity, good faith, and ethical contract drafting.⁽⁴⁵⁷⁰⁾

1.2.3.5 Inadequate or Undefined Contractual Elements

1.2.3.5.1 Consideration

Failure to specify the nature or extent of consideration can generate disputes. In *Chappell & Co Ltd v Nestle Co Ltd*, the House of Lords held that consideration is legally sufficient even if nominal, highlighting the importance of defining consideration clearly.⁽⁴⁵⁷¹⁾

1.2.3.5.2 Undefined Terms

Contracts often fail to define essential terms such as price, quantity, or delivery dates, creating room for disagreement.⁽⁴⁵⁷²⁾

⁽⁴⁵⁶⁵⁾ Yasir Mohammed Saleh, Semantic Ambiguity in English Language, Op.cit., p. 608.

⁽⁴⁵⁶⁶⁾ Barbri, Contract Drafting: Common Pitfalls to Avoid, available at: <https://www.barbri.com/resources/contract-drafting-common-pitfalls-to-avoid>.

⁽⁴⁵⁶⁷⁾ Mehavarshni S., Madhumitha, *Ambiguity in Statutes: How Courts Address and Resolve Uncertain Language*, International Journal of Scientific Development and Research (IJS DR), November 2023, Volume 8, Issue 11, pp. 534–535.

⁽⁴⁵⁶⁸⁾ Ndukwu Daniel, Drawbacks of Contract Ambiguity and Tips to Avoid It, available at: <https://doxflowv.com/contract-ambiguity/>.

⁽⁴⁵⁶⁹⁾ Barbri, Contract Drafting: Common Pitfalls to Avoid, available at: <https://www.barbri.com/resources/contract-drafting-common-pitfalls-to-avoid>.

⁽⁴⁵⁷⁰⁾ Ken Adams, Sources of Uncertainty in Contract Language, Ken Adams Contract Drafting, available at: <https://www.adamsdrafting.com/sources-of-uncertainty>.

⁽⁴⁵⁷¹⁾ Barbri, Contract Drafting: Common Pitfalls to Avoid, available at: <https://www.barbri.com/resources/contract-drafting-common-pitfalls-to-avoid>.

⁽⁴⁵⁷²⁾ Legal Contract Team, Contract Ambiguity 101, available at: <https://www.superlegal.ai/blog/contract-ambiguity-101/>.

1.2.3.5.3 Termination Clauses:

The absence of a clear termination clause can result in legal and operational challenges, as shown in NASA contracts at the Marshall Space Flight Center.⁽⁴⁵⁷³⁾

1.2.3.6 Extrinsic and Latent Ambiguity:

Extrinsic ambiguity arises from external factors such as supervening events, changes in law, or unforeseen circumstances, which can complicate contractual interpretation.⁽⁴⁵⁷⁴⁾

Latent ambiguity: occurs when language appears clear on its face but admits multiple interpretations when applied in real-world contexts, e.g., specifying payment in “dollars” without clarifying the currency.⁽⁴⁵⁷⁵⁾

1.2.3.7 Patent Ambiguity

Patent ambiguity is immediately apparent from the contract’s face due to unclear, contradictory, or internally inconsistent language.⁽⁴⁵⁷⁶⁾

1.2.3.8 Semantic Ambiguity

Semantic ambiguity arises when words or phrases have multiple interpretations, such as “reasonable time,” creating potential disputes over obligations.⁽⁴⁵⁷⁷⁾

1.2.3.9 Syntactic Ambiguity

Syntactic ambiguity stems from sentence structure rather than individual words. For example, “I saw the man with the telescope” may mean either the man had the telescope or the speaker used it to see the man.⁽⁴⁵⁷⁸⁾

1.2.3.10 Lexical Ambiguity

1.2.3.10.1 Homonyms and Homophones

Words with multiple unrelated meanings or similar pronunciations, such as “bank” or “sent/cent,” can create confusion unless context clarifies them.⁽⁴⁵⁷⁹⁾

1.2.3.10.2 Polysemy

A single word may carry multiple related meanings, e.g., “flight”.⁽⁴⁵⁸⁰⁾

1.2.3.11 Redundancy and Inconsistency

Redundant or inconsistent terms in contracts, such as “indemnify and hold harmless” or using the same term with multiple meanings, can create disputes.⁽⁴⁵⁸¹⁾

1.2.3.12 Omitting Governing Law and Jurisdiction

Failing to specify the applicable law or forum for disputes causes uncertainty and may result in jurisdictional conflicts.⁽⁴⁵⁸²⁾

1.2.3.13 Undue Generality

Excessively general provisions lacking specificity may extend the scope of obligations beyond intended limits, as in *Raffles v. Wichelhaus*.⁽⁴⁵⁸³⁾

⁽⁴⁵⁷³⁾ Barbri, Contract Drafting: Common Pitfalls to Avoid, available at: <https://www.barbri.com/resources/contract-drafting-common-pitfalls-to-avoid>.

⁽⁴⁵⁷⁴⁾ Ndukwu Daniel, Drawbacks of Contract Ambiguity and Tips to Avoid It, available at: <https://doxflowv.com/contract-ambiguity/>.

⁽⁴⁵⁷⁵⁾ Matthew J. Boettcher, What Happens When a Court Rules Your Contract is Ambiguous?, available at: <https://www.plunkettcooney.com/dontbetthebusinessblog/ambiguous-contracts>.

⁽⁴⁵⁷⁶⁾ Hyper Start Knowledge Suite, Contract Ambiguity: A Complete Guide to Risks, Prevention, and Resolution, available at: <https://www.hyperstart.com/blog/contract-ambiguity/>.

⁽⁴⁵⁷⁷⁾ Mehavarshni S., Madhumitha, 2023, p. 534; Ndukwu Daniel, Drawbacks of Contract Ambiguity, <https://doxflowv.com/contract-ambiguity/>.

⁽⁴⁵⁷⁸⁾ Peter Butt & Richard Castle, Modern Legal Drafting, 2nd Edition, Cambridge University, 2006, pp. 208–209; Mehavarshni S., 2023, p. 534; Ndukwu Daniel; Ken Adams.

⁽⁴⁵⁷⁹⁾ Yasir Mohammed Saleh, Semantic Ambiguity in English Language, Op.cit., p. 610.

⁽⁴⁵⁸⁰⁾ Yasir Mohammed Saleh, Semantic Ambiguity in English Language, Op.cit. 610.

⁽⁴⁵⁸¹⁾ Ken Adams, Sources of Uncertainty in Contract Language, <https://www.adamsdrafting.com/sources-of-uncertain/>.

⁽⁴⁵⁸²⁾ Barbri, Contract Drafting, <https://www.barbri.com/resources/contract-drafting-common-pitfalls-to-avoid>.

⁽⁴⁵⁸³⁾ Ken Adams, Sources of Uncertainty in Contract Language, <https://www.adamsdrafting.com/sources-of-uncertain/>.

1. 2.3.14 Sample of Ambiguities Clause:

Ambiguities. Each Party has had the opportunity to seek the advice of counsel or has refused to seek the advice of counsel. Each Party and its counsel, if appropriate, have participated fully in the negotiation, drafting, review, and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.⁽⁴⁵⁸⁴⁾

1.2.4.Causes of Ambiguity and Ways to avoid of Ambiguity

1.2.4.1 Introduction

Ambiguity may arise from a variety of linguistic and structural factors affecting words, sentences, or broader textual constructions. In the context of contract drafting, uncertainty in legal language is generally attributed to six principal sources: ambiguity, undue generality, inconsistency, redundancy, conflict, and vagueness. The first five factors tend to undermine clarity and increase interpretive risk, whereas vagueness, when employed deliberately and with restraint, may serve as a legitimate and functional drafting technique. This distinction highlights that not all forms of indeterminacy are inherently defective; rather, their impact depends on the manner and context in which they are used in contractual formulation.⁽⁴⁵⁸⁵⁾

1.2.4.2 Legal Language and Its Distinctiveness

Legal language differs from ordinary language in both vocabulary and stylistic structure. It is particularly characterized by the use of lengthy and complex sentences, which incorporate comprehensive detail and minimize interpretive ambiguity. Legal language is inherently conservative and culturally embedded; its terminology and phraseology reflect specific institutional and historical contexts. In legal translation, the objective is not strict semantic equivalence, but achieving identical legal effect across parallel texts. Translation challenges are intensified by conceptual, cultural, and institutional differences between legal systems.⁽⁴⁵⁸⁶⁾

1.2.5 Sources of Contractual Ambiguity

1.2.5.1 Ambiguous Wording

Contract ambiguity arises when language allows multiple interpretations, generating uncertainty regarding the parties' obligations. Terms such as reasonable, timely, or best efforts are particularly prone to differing interpretations, potentially causing disputes.⁽⁴⁵⁸⁷⁾

1.2.5.2 Deliberate or "Creative" Ambiguity

Some drafters may intentionally include ambiguous terms to preserve the option of invoking alternative meanings later. However, this practice undermines trust, risks ethical violations, and is generally counterproductive to maintaining successful contractual relationships. Its practical occurrence is limited.⁽⁴⁵⁸⁸⁾

⁴⁵⁸⁴ Law Insider, Ambiguities Clause Samples POPULAR SAMPLE Copied 179 times, AI-Powered Contracts, available at: <https://www.lawinsider.com/clause/ambiguities>, visited on 11/2/2026, at 6:53 PM.

⁴⁵⁸⁵ Ken Adams, Sources of uncertainty in contract language, KEN ADAMS CONTRACT DRAFTING, available at: <https://www.adamsdrafting.com/sources-of-uncertain>

⁴⁵⁸⁶ Martin Weston, "Problems and Principles in Legal Translation," The Incorporated Linguist 22 4 (autumn 1983) 207

Salah BOUREGBI, Ambiguity in Legal Translation, AL-MUTARGIM, volume 9, issue 1, 2009-6-30, Badji Mokhtar University, p. 252-253, Available at <https://www.scribd.com/document/585590559/Ambiguity-in-Legal>

⁴⁵⁸⁷ Ndukwu DANIEL, Drawbacks of Contract ambiguity and Tips to avoid it, available at: <https://doxflowy.com/contract-ambiguity/>

⁴⁵⁸⁸ Ken Adams, Sources of uncertainty in contract language, KEN ADAMS CONTRACT DRAFTING, available at: <https://www.adamsdrafting.com/sources-of-uncertain>

1.2.5.3 Industry Jargon and Technical Terms

Industry-specific jargon can create a false sense of clarity. Terms familiar to professionals may be opaque to outsiders and may vary across regions or organizations. Contracts including technical terminology should provide clear definitions or glossaries to prevent misinterpretation.⁽⁴⁵⁸⁹⁾

1.2.5.4 Boilerplate and Standard Clauses

The use of standard or boilerplate clauses can introduce ambiguity when not adapted to the unique context of an agreement. Customizing these clauses is essential for reducing interpretive uncertainty.⁽⁴⁵⁹⁰⁾

1.2.5.5 Inconsistent Terminology

Using different terms or phrases for the same concept within a contract can confuse parties, raising questions about whether terms are distinct or interchangeable.⁽⁴⁵⁹¹⁾

1.2.5.6 Phrasal Verbs, Idioms, and Obscure Vocabulary

Phrasal verbs (enter into a contract, put down a deposit), idiomatic expressions, and obscure legal terms (emoluments, provenance) are common in legal English. Their meanings cannot always be inferred from individual words, requiring precise understanding to avoid misinterpretation.⁽⁴⁵⁹²⁾

1.2.5.7 Misuse of “Shall” and Gender-Specific Language

The word “shall” is often misused, leading to confusion; must is preferred to indicate obligation. Gender-specific pronouns should be avoided by using plurals or repeating nouns to maintain clarity and neutrality.⁽⁴⁵⁹³⁾

1.2.6. Contractual Performance and Breach

1.2.6.1 Material and Minor Breaches

A material breach occurs when a fundamental obligation is unmet, substantially defeating the contract’s purpose, allowing termination and damages. Minor breaches concern less critical obligations, where performance generally continues despite entitlement to damages.⁽⁴⁵⁹⁴⁾

1.2.6.2 Breach of Confidentiality

A breach of confidentiality occurs when contractual duties to protect sensitive information are violated, including personal data or non-disclosure agreements.⁽⁴⁵⁹⁵⁾

1.2.6.3 Failure to Fulfill Obligations

Failure to perform obligations—such as timely delivery, payment, or adherence to standards—can result in disputes, financial loss, or legal action.⁽⁴⁵⁹⁶⁾

1.2.6.4 Contradictory Clauses

Conflicting clauses, especially in amended or complex agreements, may require court intervention to resolve which clause prevails. ⁽⁴⁵⁹⁷⁾

⁽⁴⁵⁸⁹⁾ Sirion, Contract Ambiguity: Why Precision Matters More Than You Think, available at: <https://www.sirion.ai/library/contract-management/contract-ambiguity/>

Ndukwa DANIEL, Drawbacks of Contract ambiguity and Tips to avoid it, available at: <https://doxflowy.com/contract-ambiguity/>

⁽⁴⁵⁹⁰⁾ Jarett A. de Paula, Unclear or Ambiguous Terms, available at: <https://www.communitylawfirm.com/blog/most-common-causes-of-contract-disputes>

⁽⁴⁵⁹¹⁾ Ndukwa DANIEL, Drawbacks of Contract ambiguity and Tips to avoid it, available at: <https://doxflowy.com/contract-ambiguity>

⁽⁴⁵⁹²⁾ RUPERT HAIGH, Legal English, Routledge Cavendish, Second Edition, London and New York, 2009, p. 3–4; Richard Brady, General Legal English Course Lesson 7, British Legal Centre, p. 4

⁽⁴⁵⁹³⁾ Chris Goddard, Principles of Contract Drafting, University of Lapland, Finland, 2015, p. 18; The Writing Center at GULC, Tips for Achieving Clarity in Contract Drafting, George town Law – Center, Washington, U.S.A., p. 4

⁽⁴⁵⁹⁴⁾ Jarett A. de Paula, Unclear or Ambiguous Terms, available at: <https://www.communitylawfirm.com/blog/most-common-causes-of-contract-disputes>

⁽⁴⁵⁹⁵⁾ Weiller Law PLLC, The Top 5 Most Common Causes of Breach of Contract, available at: <https://www.weillerlaw.com/blog/2025/july/the-top-5-most-common-causes-of-breach-of-contra/>

⁽⁴⁵⁹⁶⁾ Jarett A. de Paula, Unclear or Ambiguous Terms, available at: <https://www.communitylawfirm.com/blog/most-common-causes-of-contract-disputes>

⁽⁴⁵⁹⁷⁾ Super Legal Contract Team, Contract Ambiguity 101: Risk, Legal Impact, and Steps to Clarity, available at: <https://www.superlegal.ai/blog/contract-ambiguity-101/>

1.2.7. Translation Risks and Misinterpretation

Legal translation involves high risk of misinterpretation due to terminology, style, and linguistic differences between legal systems. Translators must aim for precise conversion that preserves meaning and legal effect rather than literal equivalence.⁽⁴⁵⁹⁸⁾

1.2.7.1 Differences Between US and English Law

A key drafting distinction is terminology: English law favors best or reasonable endeavours, while US law prefers best or reasonable efforts. Using well-established terms of art reduces interpretive uncertainty.⁽⁴⁵⁹⁹⁾

1.2.7.2 Importance of Contract Clarity

Clear, unambiguous language establishes expectations, reduces disputes, and protects legal and business interests.⁽⁴⁶⁰⁰⁾

1.2.8. Consequences of Contractual Ambiguity

1.2.8.1 Introduction

Contractual ambiguity arises when the language of a written agreement lacks clarity, leaving terms susceptible to multiple interpretations. This uncertainty increases the risk of misunderstandings, disputes over interpretation, and may undermine enforceability. Ambiguity not only complicates the execution of agreements but also exposes parties to legal, financial, and relational consequences, highlighting the necessity of precise drafting.⁽⁴⁶⁰¹⁾

1.2.8.2 Compliance Risks

Clear and unambiguous contract language facilitates parties' understanding of legal obligations and applicable regulations, thereby reducing the risk of inadvertent non-compliance.⁽⁴⁶⁰²⁾

1.2.8.3 Legal Disputes and Costs

1.2.8.3.1 Legal Disputes

Ambiguous contracts frequently result in legal disputes, as parties may interpret unclear terms differently. Such disputes often require judicial intervention, which can be resource-intensive and divert attention from core business activities.⁽⁴⁶⁰³⁾

1.2.8.3.2 Legal and Time Costs

Resolving ambiguous contract terms often involves extensive legal consultation, negotiation, or litigation, resulting in significant financial and temporal costs. These resources could otherwise be allocated to productive business functions, underscoring the importance of precise and unambiguous drafting.⁽⁴⁶⁰⁴⁾

1.2.8.3.3 Financial Risks

Ambiguous payment clauses or unclear expense provisions can lead to disputes over owed amounts, unexpected costs, and financial losses. Resolving such conflicts frequently requires costly legal intervention, as courts must examine parties' intent, industry norms, and contextual factors.⁽⁴⁶⁰⁵⁾

⁽⁴⁵⁹⁸⁾ Susan Wright, From Academic Comparative Law to Legal Translation in Practice, p. 7; Salah BOUREGBI, Ambiguity in Legal Translation, AL-MUTARGIM, volume 9, issue 1, 2009-6-30, Badi Mokhtar University, p. 252-253.

⁽⁴⁵⁹⁹⁾ Andrew Taylor, A Comparative Analysis of US and English Contract Law, International In-House Counsel Journal, Vol. 9, No. 33, Autumn 2015, p. 11

⁽⁴⁶⁰⁰⁾ Jarett A. de Paula, Unclear or Ambiguous Terms, available at: <https://www.communitylawfirm.com/blog/most-common-causes-of-contract-disputes>

⁽⁴⁶⁰¹⁾ Ndukwu DANIEL, Drawbacks of Contract Ambiguity and Tips to Avoid It, available at: <https://doxflowy.com/contract-ambiguity/>

⁽⁴⁶⁰²⁾ Ndukwu DANIEL, Drawbacks of Contract Ambiguity and Tips to Avoid It, available at: <https://doxflowy.com/contract-ambiguity/>

⁽⁴⁶⁰³⁾ Margot Korzeniewska, Ambiguity in Contracts: What It Means & How to Avoid It, available at: <https://www.concord.app/blog/avoid-ambiguity-in-contracts>

⁽⁴⁶⁰⁴⁾ Margot Korzeniewska, Ambiguity in Contracts: What It Means & How to Avoid It, available at: <https://www.concord.app/blog/avoid-ambiguity-in-contracts>

⁽⁴⁶⁰⁵⁾ Hyper Start Knowledge Suite, Contract Ambiguity: A Complete Guide to Risks, Prevention, and Resolution, available at: [https://www.hyperstart.com/blog/contract-](https://www.hyperstart.com/blog/contract-ambiguity/)

ambiguity/; Lindsay Morgia, The Impact of the Ambiguity Effect on Decision-Making, LABC, available at: <https://nesslabs.com/ambiguity-effect>, visited on 12/2/2026, at 2:11 PM

1.2.8.4 Misinterpretation of Intentions

When contract language is unclear, courts are often required to interpret parties' intentions without insight into their understanding at the time of agreement. While ambiguity does not automatically render a contract unenforceable, it complicates enforcement and increases the risk of judicial decisions diverging from the parties' original expectations.⁽⁴⁶⁰⁶⁾

1.2.8.5 Judicial Modifications

In certain cases, courts may modify or clarify ambiguous contract provisions to render the agreement more enforceable. Such interventions typically establish responsibilities, clarify timelines, or add necessary details based on evidence of the parties' original intentions.⁽⁴⁶⁰⁷⁾

1.2.9 Operational Consequences

1.2.9.1 Project Delays

Ambiguity can impede project execution, resulting in missed deadlines and disruption of dependent tasks and schedules. Clear and concise contractual language is essential to ensure efficient project management.⁽⁴⁶⁰⁸⁾

1.2.9.2 Missed Opportunities

Ambiguous provisions may prevent parties from fully leveraging rights, benefits, or strategic opportunities, resulting in foregone economic or business advantages. ⁽⁴⁶⁰⁹⁾

1.2.9.3 Relationship and Trust Erosion

Ambiguity can significantly undermine trust between contracting parties, damaging both the specific contractual relationship and the broader business association. Clear, precise, and fair drafting preserves professional relationships and fosters long-term cooperation.⁽⁴⁶¹⁰⁾

1.2.9.4 Open to Multiple Interpretations

When contract terms are unclear, they are susceptible to divergent interpretations. Courts often resolve such ambiguity against the drafting party, reinforcing the critical need for unambiguous language.⁽⁴⁶¹¹⁾

1.2.10 Ways to Avoid Ambiguity in Contract Drafting

1.2.10.1 Introduction:

Ambiguity in contractual agreements can be effectively mitigated through proactive legal guidance prior to negotiation or drafting. Engaging an attorney ensures that the intentions of all parties are precisely articulated and formally documented, while also verifying that the contract complies with applicable statutory and regulatory requirements. This preventive approach minimizes interpretive uncertainty and reduces the likelihood of future disputes.⁽⁴⁶¹²⁾

1.2.10.2 Defining and Using Technical Terms:

Contracts incorporating industry-specific or technical terminology should include explicit definitions within the text or in an accompanying glossary. Defined terms should be employed whenever a concept is referenced repeatedly or requires more than a brief explanation. Assuming a shared understanding among parties or third-party reviewers risks misinterpretation, making precise definitions essential for ensuring clarity and reducing contractual disputes.⁽⁴⁶¹³⁾

⁽⁴⁶⁰⁶⁾ Super Legal Contract Team, Contract Ambiguity 101: Risk, Legal Impact, and Steps to Clarity, available at: <https://www.superlegal.ai/blog/contract-ambiguity-101/>

⁽⁴⁶⁰⁷⁾ Super Legal Contract Team, Contract Ambiguity 101: Risk, Legal Impact, and Steps to Clarity, available at: <https://www.superlegal.ai/blog/contract-ambiguity-101/>

⁽⁴⁶⁰⁸⁾ Margot Korzeniewska, Ambiguity in Contracts: What It Means & How to Avoid It, available at: <https://www.concord.app/blog/avoid-ambiguity-in-contracts>

⁽⁴⁶⁰⁹⁾ Ndukwu DANIEL, Drawbacks of Contract Ambiguity and Tips to Avoid It, available at: <https://doxflowy.com/contract-ambiguity/>

⁽⁴⁶¹⁰⁾ Ndukwu DANIEL, Drawbacks of Contract Ambiguity and Tips to Avoid It, available at: <https://doxflowy.com/contract-ambiguity/>

Margot Korzeniewska, Ambiguity in Contracts: What It Means & How to Avoid It, available at: <https://www.concord.app/blog/avoid-ambiguity-in-contracts>

⁽⁴⁶¹¹⁾ Margot Korzeniewska, Ambiguity in Contracts: What It Means & How to Avoid It, available at: <https://www.concord.app/blog/avoid-ambiguity-in-contracts>

⁽⁴⁶¹²⁾ Jennifer Corbett, Ambiguity in Contract Law, available at: <https://www.legalmatch.com/law-library/article/ambiguous-contract>

⁽⁴⁶¹³⁾ Chris Goddard, Principles of Contract Drafting, Spring 2015 revision, University of Lapland, Finland, 2015, p. 21.

1.2.10.3 Avoiding Inadequate Consideration:

Contracts should explicitly specify the consideration exchanged by each party, whether monetary, goods, or services. Clear articulation strengthens enforceability and mitigates disputes regarding adequacy or fairness, thereby preventing potential financial and legal challenges.⁽⁴⁶¹⁴⁾

1.2.10.4 Avoiding Unnecessary Complexity and Legal Jargon:

Contracts should be drafted with simplicity and clarity, avoiding excessive technical terms, jargon, or legalese. Clear and plain language promotes comprehension by all parties, supports transparency, and reduces the risk of misinterpretation or disputes. Employing plain language over ornate legalese also enhances credibility and the enforceability of complex agreements.⁽⁴⁶¹⁵⁾

1.2.10.5 Engaging Legal Counsel:

While it is impossible to anticipate every contingency, engaging an experienced contract lawyer can significantly reduce interpretive uncertainty. Legal counsel can draft precise agreements, review existing contracts, ensure the parties' intentions are clearly articulated, and minimize the risk of disputes over interpretation or performance.⁽⁴⁶¹⁶⁾

1.2.10.6 Maintaining Internal Consistency and Using Pre-Approved Clauses:

Contracts should ensure consistency in dates, parties, terminology, and obligations. Standard clauses (boilerplate) should be adapted to fit the specific agreement. Utilizing pre-approved clauses or clause libraries for common provisions—such as consideration, force majeure, or termination—improves efficiency while maintaining clarity.⁽⁴⁶¹⁷⁾

1.2.10.7 Protecting Relationships:

Ambiguous terms can undermine trust and strain business relationships. Clear, precise, and equitable contracts preserve professional relationships, foster cooperation, and support long-term partnerships.⁽⁴⁶¹⁸⁾

1.2.10.8 Proper Use of “Shall” vs. “Will”:

Precise use of “shall” and “will” is essential. “Shall” denotes a mandatory obligation (e.g., “Seller shall reimburse Buyer for all delivery fees”), whereas “will” indicates future events or consequences without imposing a duty (e.g., “This Agreement will be governed by the laws of the State of Delaware”). Correct usage ensures clarity of responsibilities and legal effect.⁽⁴⁶¹⁹⁾

1.2.10.9 Avoiding Ambiguous Pronouns:

Pronouns that could refer to multiple antecedents create interpretive uncertainty. Contracts should clearly identify the referent for each pronoun, preventing ambiguity and potential disputes.⁽⁴⁶²⁰⁾

1.2.10.10 Maintaining Simplicity and Clarity:

Contracts should be drafted in straightforward language to ensure all parties understand the terms, promoting correct interpretation and minimizing the risk of disputes. Clear language also strengthens the credibility and enforceability of agreements.⁽⁴⁶²¹⁾

Ndukwa DANIEL, Drawbacks of Contract Ambiguity and Tips to Avoid It, available at: <https://doxflowy.com/contract-ambiguity/>

⁽⁴⁶¹⁴⁾ Barbri, Contract Drafting: Common Pitfalls to Avoid, available at: <https://www.barbri.com/resources/contract-drafting-common-pitfalls-to-avoid>

⁽⁴⁶¹⁵⁾ Rober Siebert, How to Avoid Legalese and Other Highfalutin Wordiness, TEXAS BAR PRACTICE, available at: <https://www.texasbarpractice.com/blog/avoid-legalese/>

Margot Korzeniewska, Ambiguity in Contracts: What It Means & How to Avoid It, available at: <https://www.concord.app/blog/avoid-ambiguity-in-contracts>

⁽⁴⁶¹⁶⁾ HC Heendershot Cowart P.C., Contract Clear as Mud? What to Do When Contract Ambiguity Creates Conflict, available at:

<https://www.hclawyers.com/blog/2022/february/contract-clear-as-mud-what-to-do-when-contract-a/>

⁽⁴⁶¹⁷⁾ Trainingcred Institute, Drafting Commercial Contracts: Avoiding Ambiguity in Critical Clauses, available at: <https://trainingcred.com/blog/drafting-commercial-contracts-avoiding-ambiguity-in-critical-clauses>

⁽⁴⁶¹⁸⁾ Ndukwa DANIEL, Drawbacks of Contract Ambiguity and Tips to Avoid It, available at: <https://doxflowy.com/contract-ambiguity/>

⁽⁴⁶¹⁹⁾ The Writing Center at GULC, Tips for Achieving Clarity in Contract Drafting, Georgetown Law Center, Washington, U.S.A., p.3.

⁽⁴⁶²⁰⁾ Richard Heinrich, Seven Legal Writing Mistakes to Avoid, The Law Society, available at: <https://www.lawsociety.org.uk/topics/blogs/7-legal-writing-mistakes-to-avoid>

⁽⁴⁶²¹⁾ Margot Korzeniewska, Ambiguity in Contracts: What It Means & How to Avoid It, available at: <https://www.concord.app/blog/avoid-ambiguity-in-contracts>

1.2.10.11 Parole Evidence Rule and Ambiguity:

If contractual language is unclear, the parole evidence rule permits the use of external evidence solely to clarify parties' intentions and interpret ambiguous terms. However, this rule does not allow modification, addition, or contradiction of the original contract, preserving the integrity of the written agreement.⁽⁴⁶²²⁾

1.2.11 Cases related to Ambiguity:

1.2.11.1 From Textualism to Contextualism: The Evolution of Interpretative Methodologies

Judicial approaches to contractual ambiguity have evolved considerably over time, reflecting a broader shift from strict textualism toward contextual and purposive interpretation. Traditionally, courts adhered to the "four corners" doctrine and the "plain meaning" rule, confining interpretation strictly to the wording of the contract itself. Under this textualist approach, courts consider only the ordinary and plain meaning of the words used in the agreement, read as a whole, in order to determine whether ambiguity exists.⁽⁴⁶²³⁾

In contrast, contextualism adopts a broader interpretative framework. Courts following this approach examine not only the textual language of the agreement but also relevant extrinsic evidence that may illuminate the parties' contractual intent. Such evidence may include preliminary drafts of the contract, statements made at the time of execution, and prior course of dealings between the parties. Ambiguity, therefore, is assessed within the wider factual and commercial matrix, allowing courts to attribute meaning to contractual language in light of surrounding circumstances rather than relying exclusively on literal wording.⁽⁴⁶²⁴⁾

1.2.11.2 The Admissibility of Extrinsic Evidence: The American Experience

A significant doctrinal development concerning ambiguity occurred in 1968, when the California Supreme Court departed from the rigid confines of the "plain meaning" rule by permitting the consideration of extrinsic evidence in contractual interpretation. The Court held that evidence outside the written agreement may be admissible where it is introduced to establish a meaning to which the contractual language is "reasonably susceptible," thereby expanding the interpretative inquiry beyond the literal text.⁽⁴⁶²⁵⁾

An illustrative case concerned a contractor who agreed to indemnify a public utility for damages arising during the replacement of a turbine cover. After causing \$25,000 in damage, the contractor was sued under the indemnity clause. The contractor argued that the clause was intended to cover only third-party claims, not losses suffered directly by the utility. Although the contract did not expressly refer to "third parties," evidence of established trade practices between the parties supported this interpretation. The California Supreme Court ruled in favor of the contractor, reaffirming that extrinsic evidence is admissible when contractual language is reasonably capable of bearing the proposed meaning.⁽⁴⁶²⁶⁾

More broadly, contractual interpretation in the United States is not entirely uniform, as approaches may vary from state to state. Nonetheless, certain jurisdictions adopt interpretative principles comparable to those developed under English law, particularly in emphasizing commercial

Richard Heinrich, Seven Legal Writing Mistakes to Avoid, The Law Society, available at: <https://www.lawsociety.org.uk/topics/blogs/7-legal-writing-mistakes-to-avoid>

⁽⁴⁶²²⁾ Jennifer Corbett, Ambiguity in Contract Law, available at: <https://www.legalmatch.com/law-library/article/ambiguous-contract>

⁽⁴⁶²³⁾ HC Heendershot Cowart P.C., Contract Clear as Mud? What to Do When Contract Ambiguity Creates Conflict, available at: <https://www.hclawyers.com/blog/2022/february/contract-clear-as-mud-what-to-do-when-contract-a/>

⁽⁴⁶²⁴⁾ HC Heendershot Cowart P.C., Contract Clear as Mud? What to Do When Contract Ambiguity Creates Conflict, <https://www.hclawyers.com/blog/2022/february/contract-clear-as-mud-what-to-do-when-contract-a/>

⁽⁴⁶²⁵⁾ Ehab S. Alnuzailli; Kamlesh Dangwal, Linguistic Ambiguity In The Language Of Law: A study Of Selected Articles From Transitional Civil Code Of Eritrea, King Khalid University, K.S.A., p. 10.

⁽⁴⁶²⁶⁾ Ehab S. Alnuzailli; Kamlesh Dangwal, Linguistic Ambiguity In The Language Of Law: A study Of Selected Articles From Transitional Civil Code Of Eritrea, Op., cit., p. 10.

reasonableness and objective understanding. In *Landmark Ventures, Inc. v. Wave Systems Corp.*, the New York court stressed that contracts should not be construed in a manner that yields results which are “absurd, commercially unreasonable, or contrary to the reasonable expectations of the parties”.⁽⁴⁶²⁷⁾

Similarly, in *Newmont Mines Ltd. v. Hanover Insurance Co.*, the court emphasized that contractual provisions must be examined “in light of the business purposes sought to be achieved by the parties,” thereby reinforcing a purposive and commercially sensitive interpretative approach. Together, these cases demonstrate a clear judicial inclination in certain U.S. jurisdictions toward contextual and purpose-oriented interpretation.⁽⁴⁶²⁸⁾

1.2.11.3 The English Approach: Objective Contextual Interpretation:

Under English law, the modern principles of contractual interpretation were authoritatively articulated in *Investors Compensation Scheme Ltd v West Bromwich Building Society*. In this landmark decision, Lord Hoffmann set out five principles that have since guided judicial reasoning. These principles underscore that contractual interpretation is not confined to literalism but must consider the broader contextual matrix known to the parties at the time of contracting. This objective approach was reaffirmed in *Chartbrook Ltd v Persimmon Homes Ltd*, where the court stated that the essential question is what a reasonable person, equipped with all the background knowledge reasonably available to the parties, would have understood the contractual language to mean. The interpretative process does not seek to uncover the parties’ subjective intentions; rather, it aims to determine the contextual meaning that the language would convey to a reasonable observer. The emphasis on commercial context and business common sense is further reflected in *Sirius International Insurance Co Ltd v FAI General Insurance Ltd*, at paragraph 18, where the House of Lords highlighted the importance of construing contractual language in a manner consistent with commercial purpose.⁽⁴⁶²⁹⁾

1.2.11.4 Conclusion

The comparative analysis of American and English approaches reveals a gradual but discernible movement away from rigid textualism toward contextual and purposive interpretation. While textualism confines judicial inquiry to the plain meaning of contractual language, contextualism permits consideration of extrinsic evidence and commercial purpose. Both U.S. and English jurisprudence increasingly emphasize objectivity, commercial reasonableness, and the broader factual matrix in resolving contractual ambiguity, thereby promoting interpretations that align with the practical expectations and business objectives of contracting parties.

Chapter Two: Legal Terminologies Similar to Ambiguity

2.1 Vagueness

2.1.1 Introduction:

Vagueness in language and law raises the question of whether words can carry multiple meanings or are constrained by shared understanding. In the legal context, Patrizia Anesa argues that defining “legal vagueness” may be contradictory, as legal language requires flexibility while maintaining legal certainty.⁽⁴⁶³⁰⁾

⁽⁴⁶²⁷⁾ ANDREW TAYLOR, A Comparative Analysis of US and English Contract Law: Interpretation and Implied Terms, *International In – house Counsel Journal*, Vol. 9, No. 33, Autumn 2015, 1, p. 3.

⁽⁴⁶²⁸⁾ Ehab S. Alnuzaili; Kamlesh Dangwal, *Linguistic Ambiguity In The Language Of Law: A study Of Selected Articals From Transitional Civil Code*, Op., cit. p.3.

⁽⁴⁶²⁹⁾ ANDREW TAYLOR, A Comparative Analysis of US and English Contract Law: Interpretation and Implied Terms, Op.cit, p. 3.

⁽⁴⁶³⁰⁾ Patrizia Anesa Defining Legal Vagueness: A Contradiction in Terms? *DE GRUYTER DOI 10.1515/pol-2014-0011 Pólemos* 2014; 8(1): 193–209, p. 193.

2.1.2 Vagueness as a Source of Uncertainty:

Vagueness is a source of uncertainty that arises whenever a concept allows for borderline cases. For example, the term “tall” is inherently vague, as it is unclear what height qualifies someone as tall. Consequently, two individuals may agree that Tom is short and Dick is tall but disagree about Harry, who falls between them. Moreover, the notion of tallness is relative and depends on the reference group, such as schoolgirls, professional basketball players, or a mixed population.⁽⁴⁶³¹⁾

Unlike other sources of uncertainty, vagueness is not inherently problematic. In contract drafting, vague terms—such as “reasonable efforts,” “material adverse change,” “promptly,” and “substantially”—are routinely used to address situations where precise standards are impractical. For instance, instead of imposing a fixed cap on attorneys’ fees and expenses, drafters often rely on vagueness by requiring reimbursement of “reasonable” fees and expenses.⁽⁴⁶³²⁾

2.1.3 Reasonable-Person Standard in Contract Law

In contract law, the satisfaction of vague provisions is assessed from the perspective of a “reasonable person,” ensuring that vagueness is not purely subjective. If a vague standard refers to the perspective of a specific party (e.g., “satisfactory to Acme”), the reasonable-person test applies from that party’s position rather than their actual view. Attempts to circumvent this standard, such as adding “at its sole discretion,” may be invalid if they conflict with the obligation to perform in good faith. Drafting should carefully balance the flexibility provided by vagueness against the uncertainty it introduces.⁽⁴⁶³³⁾

2.1.4 Void for Vagueness

The phrase “void for vagueness” originally applied to deeds and instruments affecting property, where insufficient identification or vague provisions could render the instrument void. Early cases, from *Utle v. Smith** (1855) to *Cole v. Shoffner* (1992), illustrate how courts evaluated whether property descriptions were sufficiently precise.⁽⁴⁶³⁴⁾

In the early 20th century, the term became primarily associated with statutes. If a law fails to clearly specify required conduct or penalties, it may be held void for vagueness as violating due process, as seen in *U.S. v. U.S. Brewers’ Ass’n* (1916) and subsequent cases (*Garner* 2nd ed., 920). When used as a phrasal adjective, “void-for-vagueness” should be hyphenated.⁽⁴⁶³⁵⁾

2.1.5 Legal Usage of “Vague”

The term “vague” denotes something indefinite or uncertain, not easily understood, as illustrated in cases such as *City of Cincinnati v. Schill* (125 Ohio St. 57, 180 N.E. 545, 547) and *Weliska’s case* (125 Me 147, 131 A. 860, 861), where vague testimony fails to resolve doubt for the fact-finder. Vagueness is a recurring feature in legal texts, appearing in different forms across domains, including contracts, environmental law, and patents. Scholars have examined this phenomenon extensively: for normative texts generally (*Bhatia et al.*, 2005), for contractual language (*Anesa*, 2007), for environmental criminal law (*Faure*, 2010), and for patent drafting. *Patrizia Anesa* emphasizes that legal vagueness can be both inevitable and strategically employed depending on context.⁽⁴⁶³⁶⁾

2.1.6 Etymology of Vagueness:

⁽⁴⁶³¹⁾ Ken Adams, Sources of uncertainty in contract language, KEN ADAMS CONTRACT DRAFTING, available at: <https://www.adamsdrafting.com/sources-of-uncertain>

⁽⁴⁶³²⁾ Ken Adams, Sources of uncertainty in contract language, KEN ADAMS CONTRACT DRAFTING, available at: <https://www.adamsdrafting.com/sources-of-uncertain>

⁽⁴⁶³³⁾ Ken Adams, Sources of uncertainty in contract language, KEN ADAMS CONTRACT DRAFTING, available at: <https://www.adamsdrafting.com/sources-of-uncertain>

⁽⁴⁶³⁴⁾ Brayan A. Garner, A Dictionary of Modern Legal Usage, Op.cit., p.920.

⁽⁴⁶³⁵⁾ Brayan A. Garner, A Dictionary of Modern Legal Usage, Op.cit., p.921.

⁽⁴⁶³⁶⁾ Patrizia Anesa Defining Legal Vagueness: A Contradiction in Terms? DE GRUYTER DOI 10.1515/pol-2014-0011 Pólemos 2014; 8(1): 193–209, p.2012.

vague(adj.)

1540s, of statements, "uncertain as to specifics, without precise expression or determination," from French *vague* "empty, vacant; wild, uncultivated; wandering" (13c.), from Latin *vagus* "strolling, wandering, rambling," figuratively "vacillating, uncertain."

This is of uncertain origin; perhaps from PIE **Huog-o-* and cognate with Old Norse *vakka* "to stray, hover," Old High German *wankon* "to totter, stagger," Old High German *winkan* "to waver, stagger, wink," Old English *wincian* "to nod" [de Vaan].

By 1704 in reference to ideas; by 1797 of feelings; by 1822 as "indistinctly seen or perceived." Related: *Vagueness*.⁽⁴⁶³⁷⁾

2.1.7 Sample of Vague Clause :

"the delivery company will make a good faith effort to deliver the package". The problem with this clause is the phrase "good faith effort". A good faith effort for the delivery company may be just attempting one delivery. The client, on the other hand, may feel a good faith effort to deliver would be at least three attempts.⁽⁴⁶³⁸⁾

2.1.8 Problems of Vagueness and Ambiguity:

Vagueness arises when a term is expressed so generally or obscurely that its meaning cannot be reasonably determined. Ambiguity occurs when a term has multiple possible meanings, which may stem from the word itself, sentence structure, or poor drafting. Contextual interpretation—such as examining the parties' course of dealing, commercial customs, or standardized legal terms—can sometimes clarify meaning, but it does not always resolve vague or ambiguous terms. Failure to communicate the parties' intentions clearly may render a contract insufficient to establish an enforceable relationship. ⁽⁴⁶³⁹⁾

2.1.9 The Importance of Vagueness:

In legal language, vagueness is both inevitable and important, reflecting a necessary trade-off between general applicability and precision. While more specific terms can reduce vagueness, they rarely eliminate all interpretative issues. For example, a regulation under the Ontario Game and Fish Act attempts to define when bullfrogs may be possessed, yet uncertainties remain regarding measurement procedures, timing, and responsible parties. ⁽⁴⁶⁴⁰⁾

Vagueness is often conveyed through "weasel words," which are highly flexible evaluative adjectives, such as appropriate, adequate, or fair. Such terms appear in legal texts, including environmental legislation, where procedures must be "fair, equitable, timely and not prohibitively expensive" or where rights of public participation must be guaranteed in an "adequate" environment. These weasel words also introduce contestability, allowing for differing interpretations. From a legislative drafting perspective, vagueness may be mitigated by specifying definitions or intra-textual references. For instance, environmental directives define key terms like project and refer to related articles to clarify their scope and applicability. Nevertheless, even with precise definitions and cross-references, interpretative issues cannot be entirely eliminated, making vagueness a persistent and strategically important feature of legal texts.⁽⁴⁶⁴¹⁾

2.1.10 Differences between Ambiguity and Vagueness:

Ambiguity is generally more easily identifiable than vagueness and often occurs when a term or expression has two or more clear meanings. Disambiguation requires choosing among alternative

⁽⁴⁶³⁷⁾ Etymonline, Origin and history of vague, available at: <https://www.etymonline.com/word/vague>, visited on 10/2/2026, at 12:27 PM.

⁽⁴⁶³⁸⁾ Thompson Law, Vague Contract Terms, available at: <https://thompsonlaw.legal/florida-legal-blog/vague-contract-terms/>, visited on 11/2/2026, at 7:5 PM.

⁽⁴⁶³⁹⁾ Chris Goddard, Principles of Contract Drafting, Op.cit, 2015, p.39

⁽⁴⁶⁴⁰⁾ Patrizia Anesa Defining Legal Vagueness: A Contradiction in Terms? Op.cit., p.200.

⁽⁴⁶⁴¹⁾ Patrizia Anesa Defining Legal Vagueness: A Contradiction in Terms? Op., cit, p.201.

readings that mutually exclude each other, whereas precisification of vague expressions involves reducing the borderline area of indefiniteness, often in arbitrary ways.⁽⁴⁶⁴²⁾

Ambiguities are unavoidable in both human language and legal texts, but they are usually less problematic than vagueness. Contextual interpretation often suffices to determine which meaning applies. Ambiguity is frequently associated with homography (e.g., lead-lead) and homophony (e.g., hart-heart), incidental features of language that are only occasionally significant in law. ⁽⁴⁶⁴³⁾

Overall, while ambiguity and vagueness are closely interrelated, vagueness involves inherent indeterminacy that cannot be fully resolved by context alone, making it more consequential in legal interpretation.⁽⁴⁶⁴⁴⁾

2.2.1 Obscurity in Legal Writing:

The term *obscure*, when used in relation to words, statements, or meanings, denotes language that is not clearly expressed, lacks perspicuity, and is difficult to understand. In legal interpretation, obscurity signifies a deficiency of clarity that may hinder comprehension and impede the accurate application of legal texts. This understanding is reflected in judicial usage.⁽⁴⁶⁴⁵⁾

Despite the centrality of clarity to legal reasoning, obscure language remains widespread in legal drafting. Although some lawyers defend complex phrasing as necessary for legal efficacy or precision, obscurity neither guarantees legal validity nor enhances accuracy. In most instances, clear and simple language produces the same legal effect while improving accessibility and maintaining precision.⁽⁴⁶⁴⁶⁾

Butt and Castle demonstrate this proposition through an example drawn from a lease describing premises on the second floor of a building. The original clause relied on formulaic expressions such as "ALL THOSE," "hereto," and "for the purpose of identification only," and included references to "the Building" and a plan edged in red. These additions increased verbosity without contributing substantive meaning. The authors show that such traditional phrasing is neither legally necessary nor essential for precision. By eliminating redundant and archaic expressions, the description can be reduced to a clear and modern formulation: "The offices and toilet on the second floor of the building and shown edged red on the plan." The example illustrates that precision in legal drafting is better secured through clarity than through conventional verbosity.⁽⁴⁶⁴⁷⁾

Obscurity in legal writing therefore constitutes a substantive defect rather than a stylistic preference. As Bryan A. Garner explains, much obscurity arises not from the intrinsic difficulty of legal concepts but from imprecise thinking and insufficient regard for the reader. Convoluted judicial prose often reflects inflated or pompous phrasing rather than genuine conceptual complexity. The roots of obscurity are frequently psychological. Drawing on F. L. Lucas and G. H. Vallins, Garner suggests that some writers cultivate complexity out of ambition—to appear profound, ornate, or intellectually superior—rather than from necessity. In such cases, verbosity may function as a rhetorical smokescreen, encouraging readers to mistake difficulty for depth.⁽⁴⁶⁴⁸⁾

2. 2.2 Etymology of obscurity(n.)

late 15c., *obscurite*, "absence of light, lack of brightness or luster;" 1610s with the meaning "condition of being unknown or inconspicuous;" from *obscure* (adj.) + *-ity*; or else from Old French

⁽⁴⁶⁴²⁾ Patrizia Anesa Defining Legal Vagueness: A Contradiction in Terms? DE GRUYTER DOI 10.1515/pol-2014-0011 Pólemos 2014; 8(1): 193–209, p.202.

⁽⁴⁶⁴³⁾ Timothy A. O. Endicott, Vagueness in Law, Oxford University Press, 2003, 54.

⁽⁴⁶⁴⁴⁾ Kees Van Deemter, Not Exactly: in Praise of Vagueness (Oxford: Oxford University Press, 2010, p. 8.

⁽⁴⁶⁴⁵⁾ Western Union Telegraph Co. v. Geo. F. Fish, Inc., 148 Md. 210, 129 A. 14, 16.

Henry Campbell Black, M.A., Black Law Dictionary, Revised Fourth Edition, West Publishing Co., 1968, U.S.A., p.1227

⁽⁴⁶⁴⁶⁾ Peter Butt & Richard Castle, Modern Legal Drafting- A Guide to Using Clearer Language, Op., cit., p. 137.

⁽⁴⁶⁴⁷⁾ Peter Butt & Richard Castle, Modern Legal Drafting – A Guide to Using Clearer Language, Op., cit, p. 138.

⁽⁴⁶⁴⁸⁾ Bryan A. Garner, A Dictionary of Modern Legal Usage, Op., cit., p.610.

obscurete, a variant of *obscurité* "darkness, gloom; vagueness, confusion; insignificance" (14c.) and directly from Latin *obscuritatem* (nominative *obscuritas*) "darkness, indistinctness, uncertainty," from *obscurus*. Meaning "quality or condition of not being clearly comprehended" is from late 15c. (Caxton). (4649)

2.2.3 Sample of Obscurity:

Legislation relating to the advertisement of goods is designed to clear up certain obscurities in the present law. (4650)

2.3 Confusion

2.3.1 Definition of Confusion:

This term, as used in the civil law and in compound terms derived from that source, means a blending or intermingling, and is equivalent to the term "merger" as used at common law. (4651)

2.3.2 Etymology of Confusion:

Confusion(n.)c. 1300, *confusioun*, "overthrow, ruin," from Old French *confusion* "disorder, confusion, shame" (11c.) and directly from Latin *confusionem* (nominative *confusio*) "a mingling, mixing, blending; confusion, disorder," noun of action from past-participle stem of *confundere* "to pour together," also "to confuse" (see *confound*). Meaning "act of mingling together two or more things or notions properly separate" is from mid-14c. Sense of "a putting to shame, perturbation of the mind" (a sort of mental "overthrow") is from c. 1400 in English, while that of "mental perplexity, state of having indistinct ideas" is from 1590s. Meaning "state of being mixed together," literally or figuratively, "a disorderly mingling" is from late 14c. (4652)

2.3.3 Sample of Confusion Clause :

Avoidance of Confusion. The Parties shall each use good faith efforts to avoid confusion as to the source of their respective services offered under the by complying strictly with the terms of this Article V. In the event a Party becomes aware of the existence of actual confusion or a likelihood of confusion in connection with either Party's use of the....., (i) such Party shall promptly, but in any event within two (2) business days, provide written notice to the Designated Representative of the other Party of the circumstances of such confusion, and (ii) both Parties shall thereafter use reasonable commercial efforts to work together to dispel such actual confusion or avoid such likelihood of confusion. (4653)

2.3.4 Comparative Table Between Ambiguity, Vagueness, Obscurity, and Confusion

Terminology	Meaning in English	Meaning in Arabic	Problem
Ambiguity	The possibility of being understood in more than one ways, something that can be understood to more than way.	لبس . تضارب	Multiple meanings

⁴⁶⁴⁹(Etymonline, Origin and history of obscurity, available at : <https://www.etymonline.com/word/obscurity>, visited on 10/2/2026, at 12:26 PM.

⁴⁶⁵⁰(Cambridge Dictionary , Examples of obscurity, available at : <https://dictionary.cambridge.org/example/english/obscurity>, visited on 11/2/2026, at 7:24 PM.

⁴⁶⁵¹(Palmer v. Burnside, 1 Woods, 182 Fed. Cas. No. 10,685.

Henry Campbell Black, M.A., Black Law Dictionary, Op., cit., p.372.

⁴⁶⁵²(Etymonline, Origin and history of confusion, available at : <https://www.etymonline.com/word/confusion>, visited on 10/2/2026, at 12:58 PM.

⁴⁶⁵³(Law Insider, Avoidance of Confusion Sample Clauses AI-Powered Contracts,

available at : <https://www.lawinsider.com/clause/avoidance-of-confusion>, visited on 12/2/2026, at 11:21 AM.

Vagueness	Not clear or definite.	غموض . إبهام غير جلي	Lack of precision
Obscurity	Not easy to see or understand, the reasoning behind his comments was a bit obscure	عسير الفهم	Complex or unclear drafting
Confusion	The state of being uncertain or unclear	تداخل . اختلاط	Structural misunderstanding

(4654)

2.4 Misusage and Misuse in Legal Language:

2.4.1 Definition of Misuse:

The term misusage—which can mean either mistreatment or the incorrect use of language—is increasingly misapplied in place of *misuse*, which denotes unauthorized use or misapplication. For example, in trademark law, a court noted: "There has been no evidence presented as to actual confusion arising from misusage [read misuse] of the APOLLO mark..." This illustrates how imprecise terminology in legal texts can introduce ambiguity or misinterpretation, highlighting the importance of careful word choice in drafting. (4655)

MISUSER. An unlawful use of a right. Abuse of an office or franchise. 2 Bl.Comm. 153 (4656)

2.4.2 Etymology of Misuse(v.)

late 14c., misusen, "use or treat improperly;" from mis- (1) "badly, wrongly" + use (v.) and in part from Old French *mesuser* (Modern French *méuser*), from mis- (2). Meaning "abuse, treat badly, subject to ill-treatment" is attested from 1530s. Related: Misused; misusing; misusage. (4657)

2.4.3 Sample of Misuse Clause:

Misuse. Any misuse of the account will result in suspension of the account privileges. In addition, disciplinary action may be imposed for inappropriate usage of an account. Misuse shall include, but is not limited to: (1) Intentionally seeking information on, obtaining copies of, or modifying files, other data, or passwords belonging to other users. (2) Misrepresenting other users on the Network (3) Disrupting the operation of the Network through abuse of the hardware or software (4) Malicious use of the Network through hate mail, harassment, profanity, vulgar statements, or discriminatory remarks (5) Interfering with others use of the Network (6) Extensive use for non-curriculum related communications (7) Illegal installation of copyrighted software (8) Unauthorized downloading, copying, or use of licensed or copyrighted software (9) Allowing anyone to use an account other than the account holder (10) Attaching hardware of any type, internal or external. (4658)

2.5 Carelessness

2.5.1 Definition of Carelessness

Carelessness denotes negligence or the absence of due care, representing conduct that falls below the standard of careful behavior required in particular circumstances. A careless act may give rise to legal liability where it results in damage to others. (4659)

(4654) Harith Suleiman faruq, Faruqui's Law Dictionary, English – Arabic, Fifth Revised Edition, Liban Publishers, Beirut, Lebanon, p. 39- 154-490- 727.

Oxford Wordpower, Third edition, Oxford UNIVERSITY PRESS, New York, U.S.A.2015, p. 24- 59- 165- 859

(4655) Apollo Distrib. Co. v. Jerry Kurtz Carpet Co., 696 F. Supp. 140, 142 (D.N.J. 1988); Brayan A. Garner, A Dictionary of Modern Legal Usage, p.569.

(4656) Henry Campbell Black, M.A., Black Law Dictionary, p.1153.

(4657) Etymonline, Origin and history of misuse, available at:

<https://www.etymonline.com/word/misuse>, visited on 10/2/2026, at 3:22 PM.

(4658) Law Insider, Misuse Clause Samples, AI-Powered Contracts, available at:

<https://www.lawinsider.com/clause/misuse>, visited on 11/2/2026, at 7:17 PM.

(4659) Gerald N. Hill, The People's Law Dictionary, Kathleen Thompson Hill & Kathleen Thompson Hill, Mj, New York, U.S.A. 2002, p.78

In legal discourse, the term "carelessness" can be somewhat misleading, as it may suggest a lack of personal concern. However, in both criminal and tort law, carelessness is evaluated according to an objective standard rather than a subjective one. Consequently, even an individual who conscientiously attempts to act cautiously and consciously assesses risks may still fail to meet the legally required standard of care. Legal carelessness, therefore, depends not on the actor's personal attitude but on whether the conduct satisfies the objective benchmark of reasonable behavior.⁽⁴⁶⁶⁰⁾

3.5.2 Etymology of Carelessness(n.):

Old English carleasnes "freedom from anxiety;" see careless + -ness. The original sense is obsolete. The meaning "heedlessness, negligence" (1560s) probably is a fresh formation.⁽⁴⁶⁶¹⁾

2.5.3 Sample of Carelessness Clause:

Carelessness. This level of breach occurs when a Clinic employee inadvertently discloses confidential patient health information to others or unintentionally or carelessly accesses or reviews patient information without a legitimate need to know. For example: - an employee discusses confidential patient health information in a public area; - an employee leaves a copy of confidential patient health information in a public area; - an employee leaves a computer unattended in an accessible area with a medical record open and unsecured; - an employee accesses a patient record in error, such as by entering the wrong patient ID or SSN.⁽⁴⁶⁶²⁾

2.6 Negligence

2.6.1 Definition and Nature of Negligence

Negligence is traditionally defined as the omission to do something that a reasonable person, guided by ordinary considerations regulating human affairs, would do, or the doing of something that a reasonable and prudent person would not do. This definition underscores the **objective standard of the "reasonable person"** as the benchmark for determining liability.⁽⁴⁶⁶³⁾

More broadly, negligence denotes a **failure to exercise the degree of care required under particular circumstances**, whether slight, ordinary, or great. It arises whenever an individual fails to meet the standard of reasonable care, resulting in potential harm to others (Hazzard v. Chase Nat. Bank of City of New York, 159 Misc. 57, 287 N.Y.S. 541, 552; Charbonneau v. MacRury, 84 N.H. 501, 153 A. 457, 462, 73 A.L.R. 1266). This duty of care extends to all persons whose safety might reasonably be affected by one's actions or omissions.⁽⁴⁶⁶⁴⁾

2.6.2 Characteristics of Negligence

Negligence is unintentional in nature, distinguishing it from wantonness, recklessness, or intentional torts such as assault or trespass. While reckless or willful conduct demonstrates conscious disregard of consequences, negligence typically involves inadvertence, thoughtlessness, or inattention.⁽⁴⁶⁶⁵⁾

Liability may arise from both action and inaction when there is a failure to meet the standard of reasonable care.⁽⁴⁶⁶⁶⁾

Importantly, negligence is determined not solely by the act itself, but by the surrounding facts that render the conduct a legal wrong. The standard applies regardless of whether the duty arises from statute or common law (Metzger v. Gambill, Tex.Civ.App., 37 S.W.2d 1077, 1078; Armit v. Loveland,

⁽⁴⁶⁶⁰⁾ Brayan A. Garner, A Dictionary of Modern Legal Usage, Op.cit., p.132.

⁽⁴⁶⁶¹⁾ Etymonline, Origin and history of carelessness, available at : <https://www.etymonline.com/word/carelessness>, visited on 10/2/2026, at 3:39 PM.

⁽⁴⁶⁶²⁾ Law Insider, Carelessness Clause Samples, AI-Powered Contracts, available at: <https://www.lawinsider.com/clause/carelessness>, VISITED ON 12/2/2026, at 12:16 PM.

⁽⁴⁶⁶³⁾ Schneeweisz v. Illinois Cent. R. Co., 196 Ill.App. 248, 253; Schneider v. C. H. Little Co., 184 Mich. 315, 151 N.W. 587, 588; Hulley v. Moosbrugger, 88 N.J.L. 161, 95 A. 1007, 1010, L.R.A. 1916C, 1203; Henry Campbell Black, M.A., *Black Law Dictionary*, Op.cit., p.1184).

⁽⁴⁶⁶⁴⁾ Johnson v. Grand Trunk Western R. Co., 246 Mich. 52, 224 N.W. 448, 449.

⁽⁴⁶⁶⁵⁾ People v. Orr, 243 Mich. 300, 220 N.W. 777, 779; Gunther v. Morey Larue Laundry Co., 129 N.J.L. 345, 29 A.2d 713, 714).

⁽⁴⁶⁶⁶⁾ Public Service Co. of New Hampshire v. Elliott, C.C.A.N.H., 123 F.2d 2, 5).

C.C.A.Pa., 115 F.2d 308, 311, 312). In essence, negligence is the failure to do what a person of ordinary prudence would do under similar circumstances. (4667)

2.6.3 Scope and Context of Negligence

Negligence may result in a wide range of harm, including physical injury, property damage, and economic loss, as well as professional or commercial errors, such as an inaccurate land survey. It is considered accidental, contrasting with intentional torts and certain crimes, though criminal acts like reckless driving may also constitute negligence. (4668)

2.6.4 Elements of a Negligence Claim

To establish a successful claim of negligence, the plaintiff must demonstrate:

1. Duty of Care – the defendant owed a legal duty to the plaintiff or to the public.
2. Breach of Duty – the defendant failed to act, or acted in a manner inconsistent with what a reasonably prudent person would have done.
3. Causation – the defendant's actions or omissions proximately caused the plaintiff's damages.
4. Foreseeability – the harm must have been reasonably foreseeable at the time of the alleged negligence. (4669)

In certain situations, negligence may be inferred under the doctrine of *res ipsa loquitur* ("the thing speaks for itself"), especially when the injury results from an instrumentality within the defendant's control and the precise mechanism of the accident is unknown.

2.6.5 Comparative and Contributory Negligence

The treatment of the plaintiff's own fault differs across jurisdictions. In a minority of states—Alabama, North Carolina, South Carolina, Tennessee, Virginia, Maryland—and the District of Columbia, contributory negligence completely bars recovery if the plaintiff is found even minimally at fault. Most other states follow comparative negligence, under which liability is apportioned according to the relative degree of fault among all parties involved, including joint tortfeasors. (4670)

2.6.6 Special Doctrines Affecting Liability

Additional legal doctrines influence negligence liability in particular contexts:

- Family Purpose Doctrine – in some states, the head of a household may be held liable for damages caused by a family member's use of a family vehicle.
- Permissive Use Doctrine – in certain jurisdictions, vehicle owners are held responsible for damages caused by a driver using the vehicle with permission, while other states allow the owner to rebut the presumption of authorized use. (4671)

2.6.7 Conclusion

Negligence remains one of the principal sources of civil litigation in the United States, alongside contractual and commercial disputes. Its broad applicability, combined with its grounding in the reasonable person standard, underscores its foundational role in tort law and its enduring importance in shaping legal accountability and societal standards of care. (4672)

2.6.8 Etymology of Negligence:

negligence(n.)

"heedless disregard of duty, inactivity, indifference, habit of omitting to do things which ought to be done," mid-14c., *necligence*, from Old French *negligence* "negligence, sloth; injury, injustice" (12c.),

⁴⁶⁶⁷(Ottenhelmer v. Molohan, 146 Md. 175, 126 A. 97, 100; Wichita Valley Ry. Co. v. —; Henry Campbell Black, M.A., Black Law Dictionary, Op.cit., p.1184.

⁴⁶⁶⁸(Gerald N. Hill, The People's Law Dictionary, Kathleen Thompson Op.,cit, p.280).

⁴⁶⁶⁹(Gerald N. Hill, The People's Law Dictionary, Op.cit., p.280.

⁴⁶⁷⁰(Gerald N. Hill, The People's Law Dictionary, Kathleen Thompson Hill & Kathleen Thompson Hill, MJF, New York, U.S.A., 2002, p.280.

⁴⁶⁷¹(Gerald N. Hill, The People's Law Dictionary, Op. cit., 2002, p.280.

⁴⁶⁷²(Gerald N. Hill, The People's Law Dictionary, Op. cit., p.280.

and directly from Latin *neglegentia*, *neglegentia* "carelessness, heedlessness, neglect," from *neglegentem* (nominative *neglegens*) "heedless, careless, unconcerned," present participle of *neglegere* "to neglect." (4673)

2.6.9 Sample of Negligence Clause:

Negligence We will only be liable for the proportion to which the loss or damage to the Goods is caused by or contributed to by Our negligence (including the negligence of any Subcontractor). We will not be liable for loss or damage to the Goods caused or contributed to by You or someone else that We are not responsible for at law. (4674)

2.6.10 Comparative Table Between Ambiguity, Misuse, Carelessness, and Negligence:

Terminology	Category	Meaning in English	Meaning in Arabic
Ambiguity	Drafting defect	The possibility of being understood in more than one ways, something that can be understood to more than way.	لبس . تضارب
Misuse	Improper conduct	To use something in the strong way or for the wrong purpose.	سوء استعمال
Carelessness	General fault	Not thinking enough about what you doing so that you make mistake lose or damage things.	إهمال
Negligence	Legal liability standard	Not being careful enough; lack of care.	إهمال . تقصير

(4675)

2.7 Dispute and Matter in Dispute

2.7.1 Definition of Dispute and Matter in Dispute

In legal terminology, a *dispute* refers to a conflict or controversy involving opposing claims or rights, where an assertion of a right, claim, or demand by one party is met with contrary claims or allegations by another. This concept is exemplified in many cases. (4676)

A related concept is *matter in dispute*, which denotes the subject of litigation—the specific issue or cause for which a legal action is initiated. It encompasses the point upon which the parties' claims and defenses converge, guiding the examination of witnesses and the duties of jurors. Illustrative many cases. (4677)

It is important to distinguish *dispute* from *disputation*: while *dispute* denotes an actual controversy or conflict of claims or rights, *disputation* refers specifically to a formal argument or debate. (4678)

2.7.2 Etymology of Dispute:

dispute(v.)

(4673) Etymonline, Origin and history of negligence, available at: <https://www.etymonline.com/word/negligence>, visited on 10/2/2026, at 12:48 PM.

(4674) Law Insider, Negligence Clause Samples POPULAR SAMPLE Copied 85 times, AI-Powered Contracts, available at: <https://www.lawinsider.com/clause/negligence>, visited on 11/2/2026, at 7:38 PM.

(4675) Harith Suleiman faruq, Faruqui's Law Dictionary, Op. cit. , p.24- 107-460- 474. Oxford Wordpower, Op. cit. , 39-507- 525- 114

(4676) Keith v. Levi, C.C.Mo., 2 F. 745, and Ft. Pitt Gas Co. v. Borough of Sewickley, 198 Pa. 201, 47 A. 957.

(4677) Lee v. Watson, 1 Wall. 339, 17 L.Ed. 557, and Smith v. Adams, 130 U.S. 167, 9 S.Ct. 566, 32 L.Ed. 985; Henry Campbell Black, M.A., *Black Law Dictionary*, Op., cit., p. 558.

(4678) Bryan A. Garner, *A Dictionary of Modern Legal Usage*, Op.cit, p. 285.

c. 1300, "engage in argumentation or discussion," from Old French *desputer* (12c.) "dispute, fight over, contend for, discuss" and directly from Latin *disputare* "weigh, examine, discuss, argue, explain," from *dis-* "separately, apart" (see *dis-*) + *putare* "to count, consider," originally "to prune, make clean, clear up" (from PIE root **pau-* (2) "to cut, strike, stamp"). The Latin word was used in Vulgate in sense of "to argue, contend with words." In English, transitive sense of "argue against, attempt to disprove, deny" is from 1510s. Related: Disputable; disputed; disputing. (4679)

2.7.3 Sample of Dispute Clause :

Dispute Resolution. In the case of a dispute as to the determination of the Exercise Price, the Closing Sale Price, or the arithmetic calculation of the Warrant Shares, the Company or the Holder (as the case may be) shall submit the disputed determinations or arithmetic calculations via facsimile (a) within two business days after receipt of the applicable notice giving rise to such dispute to the Company or the Holder, as the case may be, or (b) if no notice gave rise to such dispute, at any time after the Holder *learned of the circumstances giving rise to such dispute. If the Holder and the Company are unable to agree upon such determination or calculation of the Exercise Price, Closing Sale Price or the Warrant Shares within three business days of such disputed determination or arithmetic calculation being submitted to the Company or the Holder, as the case may be, then the Company shall, within two business days thereafter submit via facsimile (x) the disputed determination of the Exercise Price or Closing Sale Price to an independent, reputable investment bank selected by the Company and approved by the Holder or (y) the disputed arithmetic calculation of the Warrant Shares to the Company's independent, outside accountant. The Company shall cause at its expense the investment bank or the accountant, as the case may be, to perform the determinations or calculations and notify the Company and the Holder of the results no later than ten business days from the time it receives the disputed determinations or calculations. Such investment bank's or accountant's determination or calculation, as the case may be, shall be binding upon all parties absent manifest error.* (4680)

2.8. Controversy

2.8.1 Definition of Controversy

In legal terminology, a *controversy* denotes a disagreement, argument, or quarrel and, more specifically, refers to a dispute that presents an actual contested issue between parties, thereby rendering it justiciable. Courts, particularly the U.S. Supreme Court, require the existence of an "actual controversy" and generally avoid issuing advisory opinions or ruling on hypothetical questions. (4681)

In practice, a controversy encompasses a litigated question or adversary proceeding in a court of law, including civil actions or suits at law or in equity. It represents a justiciable dispute that courts are authorized to adjudicate. (4682)

A controversy differs from a case, which broadly encompasses all legal proceedings, both criminal and civil. In contrast, a controversy pertains solely to civil proceedings. (4683)

2.8.2 Etymology of Controversy:

Controversy(n.)

⁴⁶⁷⁹(Etymonline, Origin and history of dispute, available at :<https://www.etymonline.com/word/dispute>, visited on 10/2/2026, at 1:12 PM.

⁴⁶⁸⁰(JUSTIA Business Contracts, Dispute Resolution Contract Clauses (8,473)

<https://contracts.justia.com/contract-clauses/dispute-resolution/>, visited on 12/2/2026, at 11:29 AM.

⁴⁶⁸¹(Gerald N. Hill, The People's Law Dictionary, Op.cit, p. 113.

⁴⁶⁸²(Barber v. Kennedy, 18 Minn. 216 (Gil. 196), and State v. Guinotte, 156 Mo. 513, 57 S.W. 281, 50 L.R.A. 787.

⁴⁶⁸³(Chisholm v. Georgia, 2 Dall. 419, 431-432, 1 L.Ed. 440

Henry Campbell Black, M.A., Black Law Dictionary, p. 400.

"disputation, debate, prolonged agitation of contrary opinions," late 14c., from Old French *controversie* "quarrel, disagreement" or directly from Latin *controversia* "a turning against; contention, quarrel, dispute," from *controversus* "turned in an opposite direction, disputed, turned against," from *contra* "against" (see *contra* (prep., adv.)) + *versus* "turned toward or against," past participle of *vertere* "to turn" (from PIE root **wer-* (2) "to turn, bend").⁽⁴⁶⁸⁴⁾

2.8.3 Sample of **Controversy** Clause:

Controversy. If any controversy arises with respect to the Trust, the Trustee shall take action as directed by the Committee or, in the absence of such direction or after a Change in Control, as it deems advisable, whether by legal proceedings, compromise or otherwise. The Trustee may retain the funds or property involved without liability pending settlement of the controversy. The Trustee shall be under no obligation to take any legal action of whatever nature unless there shall be sufficient property in the Trust to indemnify the Trustee with respect to any expenses or losses to which it may be subjected.⁽⁴⁶⁸⁵⁾

2.9 Difference

2.9.1 Definition of Difference

Diffacere is a legal term denoting the act of destroying, disfiguring, or defacing.

Difference carries multiple legal and technical meanings. In law, it may refer to a disagreement or dispute, such as in agreements submitted to arbitration, exemplified in many cases.⁽⁴⁶⁸⁶⁾

It can also signify a state of being unlike, for instance, regarding contract specifications or materials described the many cases.⁽⁴⁶⁸⁷⁾

In mathematics or quantitative contexts, difference refers to the magnitude or quantity by which one amount differs from another of the same kind, specifically the remainder remaining after subtracting one from the other.⁽⁴⁶⁸⁸⁾

2.9.2 Etymology of Difference:

difference(n.)

mid-14c., "condition or relation of being other or different," also "any special mode of non-identity," from Old French *difference* "difference, distinction; argument, dispute" (12c.) and directly from Latin *differentia* "diversity, difference," from *differentem* (nominative *differens*), present participle of *differre* "to set apart," from assimilated form of *dis-* "apart, away from" (see *dis-*) + *ferre* "to bear, carry," from PIE root **bher-* (1) "to carry." Sense of "controversy, dispute, a quarrel" is from late 14c.⁽⁴⁶⁸⁹⁾

2.9.3 Sample of Difference Clause :

DIFFERENCE IN CONDITIONS. In any dispute in connection with the terms conditions exclusions or limitations of this policy it is specifically understood and agreed that the terms conditions exclusions and limitations of the Approved W ording contained in the Prospectus for Approved Insurers to the institute shall take precedence over any terms conditions exclusions or limitations contained herein which are less favourable to the insured. ⁽⁴⁶⁹⁰⁾

2.10 Disagreement:

⁽⁴⁶⁸⁴⁾ Etymonline, Origin and history of controversy, available at: <https://www.etymonline.com/word/controversy>, visited on 10/2/2026, at 1:17 PM.

⁽⁴⁶⁸⁵⁾ Law Insider, Controversy Clause Samples, AI-Powered Contracts, available at : <https://www.lawinsider.com/clause/controversy>, visited on 11:45 AM.

⁽⁴⁶⁸⁶⁾ Fravert v. Fesler, 11 Colo.App. 387, 53 Pac. 288, and Pioneer Mfg. Co. v. Phoenix Assur. Co., 106 N.C. 28, 10 S.E. 1057.

⁽⁴⁶⁸⁷⁾ McGarry Contracting Co. v. Board of Education of City of New York, 284 N.Y. 218, 30 N.E.2d 482.

⁽⁴⁶⁸⁸⁾ Riley Stoker Corporation v. Jeffrey Mfg. Co., 62 Ohio App. 199, 23 N.E.2d 519, 522; Henry Campbell Black, Op.cit., pp. 542–543).

⁽⁴⁶⁸⁹⁾ Etymonline, Origin and history of difference, available at: <https://www.etymonline.com/word/difference>, visited on 10/2/2026, at 1:22 PM.

⁽⁴⁶⁹⁰⁾ Law Insider, DIFFERENCE IN CONDITIONS Sample Clauses, AI-Powered Contracts, available at: <https://www.lawinsider.com/clause/difference-in-conditions>, visited on 11:50 AM.

2.10.1 Definition of Disagreement:

Disagreement refers to a difference of opinion or lack of uniformity or concurrence of views, such as disagreements among members of a jury, judges of a court, or arbitrators.⁽⁴⁶⁹¹⁾

In Real Property Law, disagreement can manifest as the refusal of a grantee, lessee, or other party to accept an estate, lease, or similar interest made to them. No estate can be vested in a person against their will; thus, a grantee cannot acquire rights without their agreement. While the law may imply agreement until proven otherwise, the actual disagreement renders the grant or interest inoperative.⁽⁴⁶⁹²⁾

2.10.2 Etymology of Disagreement: disagreement(n.)

late 15c., "refusal to agree or assent," from disagree + -ment. From 1570s as "difference in form or essence," also "difference of opinion or sentiments," perhaps a separate formation from dis- + agreement. From 1580s as "a falling out, contention." As "unsuitableness, unfitness," by 1702.⁽⁴⁶⁹³⁾

2.10.3 Sample of Disagreement Clause :

Disagreement. If agreement is not reached within forty-five (45) calendar days after commencement of negotiations, either party may request the assistance of a mediator from the Federal Mediation and Conciliation Service. The cost of the mediator, if any, shall be equally shared by the Association and the Board.⁽⁴⁶⁹⁴⁾

2.11 Claim

2.11.1 Definition of Claim

In legal usage, **claim** functions both as a verb and a noun, carrying distinct yet related meanings.

A. As a verb:

1- To take or demand as one's right. This sense often appears without an explicit object, leaving the object implied. For example: "Plaintiffs are sisters of Mrs. Girard and claim as her heirs [i.e., claim her estate as her heirs]".⁽⁴⁶⁹⁵⁾

2-To assert emphatically (something of questionable or contested credibility). While primarily an American usage, this sense is sometimes extended loosely to mean merely "to say," as in: "He claims [read states or says] the Supreme Court has never ruled on the point." Nonetheless, it is well-established that "claim" may mean both "demand as one's due" and "assert, allege." Examples include: "The police officer claimed that he had heard a rumor months earlier that the defendant would meet a drug buyer at some restaurant," and "The defendant also claimed that there could be no rescission as restitutio in integrum was not possible, the plaintiffs having at a clearing sale disposed of the plant, machinery, and stock".⁽⁴⁶⁹⁶⁾

2.11.2 Etymology of Claim(v.)

Claim(v.)

c. 1300, "to call, call out; to ask or demand by virtue of right or authority," from accented stem of Old French *clamer* "to call, name, describe; claim; complain; declare," from Latin *clamare* "to cry out, shout, proclaim," from PIE root **kele-* (2) "to shout." Related: *Claimed*; *claiming*. Meaning "to maintain as true, assert a belief or opinion" is from 1864 ("A common use, regarded by many as inelegant" - Century Dictionary, 1895); *claim* properly should not stray too far from its true meaning

⁽⁴⁶⁹¹⁾ *Darnell v. Lyon*, 85 Tex. 466, 22 S.W. 304.

⁽⁴⁶⁹²⁾ Henry Campbell Black, *M.A.*, Black Law Dictionary, Op.cit, p. 549.

⁽⁴⁶⁹³⁾ Etymonline, Origin and history of disagreement, available at: <https://www.etymonline.com/word/disagreement>, visited on 10/2/2026, at 4:7 PM.

⁽⁴⁶⁹⁴⁾ Law Insider, Disagreement Clause Samples, AI-Powered Contracts, available at: <https://www.lawinsider.com/clause/disagreement>, visited on 12/2/2026, at 12:2 PM.

⁽⁴⁶⁹⁵⁾ Brayan A. Garner, A Dictionary of Modern Legal Usage, Op.cit., p.159.

⁽⁴⁶⁹⁶⁾ Brayan A. Garner, A Dictionary of Modern Legal Usage, Op. cit., p.159.

of "to demand recognition of a right." Specific sense "to make a claim" (on an insurance company) is from 1897.⁽⁴⁶⁹⁷⁾

2.11.3 Sample Claim Clause :

I acknowledge and agree that by virtue of the foregoing, I have waived any relief available to me (including without limitation, monetary damages, equitable relief and reinstatement) under any of the claims and/or causes of action waived in this Release of Claims. Therefore I agree that I will not accept any award or settlement from any source or proceeding (including but not limited to any proceeding brought by any other person or by any government agency) with respect to any claim or right waived in this Release of Claims.⁽⁴⁶⁹⁸⁾

2.12 Award

2.12.1 Definition of Award

Award: 1) n. the decision of an arbitrator or commissioner (or any non-judicial arbiter) of a controversy. 2) v. to give a judgment of money to a party to a lawsuit, arbitration, or administrative claim. Example: "Plaintiff is awarded \$27,000."⁽⁴⁶⁹⁹⁾

2.12.2 Etymology of Award(v.)

late 14c., *awarden*, "decide after careful observation," from Anglo-French *awarder*, from Old North French *eswarder* (Old French *esgarder*) "decide, judge, give one's opinion" (after careful consideration), from *es-* "out" (see *ex-*) + *warder* "to watch," a word from Germanic.⁽⁴⁷⁰⁰⁾

2.12.3 Sample of Award Clause:

Award. If any Taking occurs, then Landlord shall receive the entire award or other compensation for the Land, the Building, and other improvements taken; however, Tenant may separately pursue a claim (to the extent it will not reduce Landlord's award) against the condemnor for the value of Tenant's personal property which Tenant is entitled to remove under this Lease, moving costs, loss of business, and other claims it may have.⁽⁴⁷⁰¹⁾

2.12.4 Comparative Table between Ambiguity, Difference, Disagreement, Claim, Dispute, Controversy, and Award:

Terminology	Meaning in English	Meaning in Arabic
Ambiguity	The possibility of being understood in more than one ways, something that can be understood to more than way.	ليس. تضارب
Difference	The way that people or things are not the same or the way that something changed	نزاع. خلاف
Disagreement	Having a different opinion from somebody or not agreement with something.	اختلاف. تباين
Claim	A statement that something is true, that does not have any proof.	مطالبة

⁽⁴⁶⁹⁷⁾ Etymonline, Origin and history of claim, available at: <https://www.etymonline.com/word/claim>, visited on 20-2-2026, 1t 11:13 AM.

⁽⁴⁶⁹⁸⁾ Greg Siskind , Release of claims clause samples, netdocument, available at: <https://afterpattern.com/clauses/release-of-claims>, visited on 12/2/2026, at 12:21 PM.

⁽⁴⁶⁹⁹⁾ Gerald N. Hill, The people's Law Dictionary ,Op.cit., p.53.

⁽⁴⁷⁰⁰⁾ Etymonline, Origin and history of award, available at: <https://www.etymonline.com/word/award>, visited on 10/2/2026, at 3:46 PM.

⁽⁴⁷⁰¹⁾ Law Insider, Award Sample Clauses, AI-Powered Contracts, available at: <https://www.lawinsider.com/clause/award>, visited on 12/2/2026, at 12:25 PM.

Dispute	Dispute: disagreement or argument between people .	نزاع
Controversy	Controversy discussion and disagreement about something.	نزاع . خلاف
Award	An amount of money given to somebody as the result of a court decision.	حكم تحكيم

(4702)

2.13 Erasure

2.13.1 Definition of Erasure

Erasure refers to the obliteration of words or marks from a written instrument by rubbing, scraping, or scratching them out. It also denotes the location in a document where such removal has occurred. Although the term is sometimes broadly applied to the removal of parts of a writing by any means, such as by cancellation, this is not technically accurate. Relevant cases. (4703)

2.13.2 Etymology of Erasure:

Erasure(n.)

"an erasing, an obliterating," 1734, from erase + -ure. *Rasure* "act of scraping or erasing" is from c. 1400. (4704)

2.13.3 Sample of Erasure Clause :

Corrections and Erasures. All corrections and alteration in the entries of tender papers will be signed in full by the tenderer with date. No erasures or over-writings are permissible. In case of priced bids containing overwriting/cuttings/erasures in the quoted rates and in case these are not attested by the signatory of the bid, such priced bids are liable to be rejected without giving any further notice. (4705)

2.14 Ignorance:

2.14.1 Definition of Ignorance:

Ignorance denotes the absence or lack of knowledge. In legal contexts, *ignorance of law* refers to a lack of awareness or acquaintance with the laws applicable to a specific act, relation, duty, or matter, while *ignorance of fact* refers to a lack of knowledge regarding facts relevant to the subject at hand. (4706)

Legally, ignorance is not a state of the mind akin to sanity or insanity. When a person is ignorant of a fact, the mind remains sound, and the capacities for thinking, judging, and willing remain unimpaired. Ignorance of a fact arises because the fact has never been presented to the mind's perceptive faculties. (4707)

It is important to distinguish ignorance from error or mistake. Ignorance is the mere absence of knowledge, whereas error or mistake involves a misapprehension, confusion, or incorrect supposition of knowledge. While error may sometimes indicate ignorance of the truth, ignorance does not necessarily imply error. (4708)

(4702) Harith Suleiman faruq, Faruqui's Law Dictionary, Op. cit., p. 24- 67-127-216- 223; Oxford Wordpower, Op. cit. p.48 -136- 166- 174- 223- 232- 226.

(4703) Cloud v. Hewitt, 5 Fed.Cas. 1,085; In re Ferguson, 126 Misc. 286, 213 N.Y.S. 656, 658; and Murray v. Floyd, 216 Minn. 69, 11 N.W.2d 780, 783. Henry Campbell Black, M.A., Black Law Dictionary, Op., cit p. 636).

(4704) Etymonline, Origin and history of erasure, available at: <https://www.etymonline.com/word/erasure>, visited on 10/2/2026, at 2:19 PM.

(4705) Law Insider, Corrections and Erasures Clause Samples, AI-Powered Contracts, available at: <https://www.lawinsider.com/clause/corrections-and-erasures>, visited on 12/2/2026, at 11:54 AM.

(4706) Marshall v. Coleman, 187 Ill. 556, 58 N.E. 628; Henry Campbell Black, M.A., Black Law Dictionary, Revised Fourth Edition, West Publishing Co., 1968, U.S.A., p. 881.

(4707) Meeker v. Boylan, 28 N.J.Law, 274; Henry Campbell Black, M.A., Black Law Dictionary, p. 881.

(4708) Cuibreath v. Culbreath, 7 Ga. 70, 50 Am.Dec. 375; Henry Campbell Black, M.A., Black Law Dictionary, Op., cit., p. 881.

In legal theory, ignorance is the broader category encompassing mistake. A mistake arises when some knowledge exists but has led to a wrong conclusion (Hutton v. Edgerton, 6 S.C. 485, 489, 1875). Some authorities define legal mistake as the result of ignorance of law or fact that misleads a person into acting differently than they would have if correctly informed, effectively rejecting a strict distinction between the two.⁽⁴⁷⁰⁹⁾

Every mistake involves some form of ignorance, but not all ignorance constitutes a mistake. Simple ignorance occurs when the mind entirely lacks knowledge, whereas a mistake arises when the mind holds untrue or incorrect knowledge about a subject. In this sense, ignorance is the genus, and simple ignorance and mistake are its species.⁽⁴⁷¹⁰⁾

2.14.2 Etymology of Ignorance(n.):

c. 1200, "lack of wisdom or knowledge," from Old French *ignorance* (12c.), from Latin *ignorantia* "want of knowledge" (see *ignorant*). *Ignorance* (1832) has been used in the sense "act of ignoring." The proverb, in the form "Where ignorance is bliss, 'tis folly to be wise", is from Gray's "Ode on a Distant Prospect of Eton College" (1742).⁽⁴⁷¹¹⁾

2.14.3 Comparative Table Between Ambiguity, Erasure, and Ignorance:

Terminology	Legal Category	Meaning in English	Meaning in Arabic
Ambiguity	Interpretation defect	The possibility of being understood in more than one ways, something that can be understood to more than way.	غموض
Erasure	Document alteration	Removal something (a pencil, mark a recording)	شطب / محو
Ignorance	Lack of knowledge	Lack of information.	جهل

⁽⁴⁷¹²⁾

2.15 Discrepancy

2.15.1 Definition of Discrepancy

DISCREPANCY. A difference between two things which ought to be identical, as between one writing and another; a variance, (q. v.) Also discord, discordance, dissonance, dissidence, unconformity, disagreement, difference.⁽⁴⁷¹³⁾

2.15.2 Etymology of Discrepancy: discrepancy(n.)

"variance or contrariety, especially of facts or sentiments," mid-15c. (discrepauns, discrepance), from Latin *discrepantia* "discordance, discrepancy," from *discrepantem* (nominative *discrepans*), present participle of *discrepare* "sound differently, differ," from *dis-* "apart, off" (see *dis-*) + *crepare* "to rattle, crack" (see *raven*). Modern form is from early 17c. Related: *Discrepancies*.⁽⁴⁷¹⁴⁾

2.15.3 Sample of Inconsistencies Clause:

⁽⁴⁷⁰⁹⁾ 3 G.W. Field, Field's Lawyers' Briefs 109, 1885; Schlesinger v. U.S., 1 Ct. Cl. 16, 25, 1863; Brayan A. Garner, A Dictionary of Modern Legal Usage, Op.cit, p. 568.

⁽⁴⁷¹⁰⁾ Glanville Williams, Criminal Law, The General Part, 2nd edition, Stevens & Sons Ltd, UK, 1961, pp. 151–152; Brayan A. Garner, A Dictionary of Modern Legal Usage, Op. cit., p. 568.

⁽⁴⁷¹¹⁾ Etymonline, Origin and history of ignorance, available at:

<https://www.etymonline.com/word/ignorance>, visited on 19/2/2026, at 12: 31 PM.

⁽⁴⁷¹²⁾ Harith Suleiman faruq, Faruqui's Law Dictionary, Op. cit., p. 24- 253- 346; Oxford Wordpower, Op. cit. p.48 – 269- 399.

⁽⁴⁷¹³⁾ State v. Superior Court of King County, 138 Wash. 488, 244 P. 702, 703.

Henry Campbell Black, M.A., Black Law Dictionary, Op., cit., p552.

⁽⁴⁷¹⁴⁾ Etymonline, Origin and history of discrepancy, available at <https://www.etymonline.com/word/discrepancy>, visited on 10/2/2026, at 12:12:55 PM.

Inconsistencies. In the event of any inconsistency between any provision of this Agreement and any provision of any Company arrangement, the provisions of this Agreement shall control, unless Executive and the Company otherwise agree in a writing that expressly refers to the provision of this Agreement that is being waived.⁽⁴⁷¹⁵⁾

2.16.1 Inconsistency

The concept of inconsistency occupies an important place in legal theory and practice. The term inconsistent denotes a condition of mutual incompatibility or contradiction between two legal positions, rules, or provisions such that they cannot logically or legally coexist. The acceptance, establishment, or enforcement of one necessarily entails the repeal, abandonment, or negation of the other. Within legal doctrine, inconsistency frequently arises in contexts such as inconsistent defenses and statutory interpretation, particularly where a later statute repeals prior laws that are inconsistent with its provisions.⁽⁴⁷¹⁶⁾

From a terminological perspective, legal and linguistic authorities have historically distinguished between inconsistency and inconstitence. Traditionally, inconsistency referred to the general quality or state of being inconsistent, whereas inconstitence denoted a particular act or instance of inconsistency. Modern legal usage, however, has abandoned this distinction. The term inconsistency is now preferred in all contexts, while inconstitence is regarded as an unnecessary and obsolete variant that should be avoided in formal legal writing.⁽⁴⁷¹⁷⁾

2.16.2 Etymology of Inconsistency:

inconsistency(n.)

1640s, "something which is inconsistent;" 1650s as "quality of being inconsistent," from *in-* (1) "not, opposite of" + *consistency*. Related: *Inconsistencies*. *Inconstitence* (1630s) is marked "Now rare or Obs." in OED.⁽⁴⁷¹⁸⁾

2.16.3 Sample of Inconsistency Clause:

Inconsistencies. In the event of any inconsistency between any provision of this Agreement and any provision of any Company arrangement, the provisions of this Agreement shall control, unless Executive and the Company otherwise agree in a writing that expressly refers to the provision of this Agreement that is being waived.⁽⁴⁷¹⁹⁾

2.17 Conflicting

2.17.1 Definition of Conflicting

The notion of conflict in legal terminology encompasses distinct yet related meanings, most prominently in the doctrines of conflict of laws and conflicting evidence. Although these doctrines operate in different substantive and procedural contexts, both reflect the broader legal concern with reconciling divergence—whether between legal systems or within the evidentiary record of a single case. In its classical formulation, conflict of laws refers to the inconsistency or divergence between the municipal laws of different states or countries. Such conflict arises in cases involving persons who have acquired rights or status, entered into contracts, or incurred obligations within the territories of two or more jurisdictions. This branch of jurisprudence addresses the legal consequences of such diversity by determining which legal system governs a particular dispute or

⁽⁴⁷¹⁵⁾ JUSTIA Business Contracts, Inconsistencies Contract Clauses (369), available at:

<https://contracts.justia.com/contract-clauses/inconsistency/>, visited on 11/2/2026, at 7:42 PM

⁽⁴⁷¹⁶⁾ *Borough of Oakland v. Board of Conservation and Development*, 98 N.J.L. 99, 118 A. 787, 788; *Berry v. City of Fort Worth, Tex.* Civ. App., 110 S.W.2d 95, 103; *Henry Campbell Black, M.A., Black Law Dictionary*, Op. cit, p. 907.

⁽⁴⁷¹⁷⁾ Bryan A. Garner, *A Dictionary of Modern Legal Usage*, Op. cit, p. 434.

⁽⁴⁷¹⁸⁾ Etymonline, Origin and history of inconsistency, available at: <https://www.etymonline.com/word/inconsistency>, visited on 19/2/2026, at 1:4 PM.

⁽⁴⁷¹⁹⁾ JUSTIA Business Contracts, Inconsistencies Contract Clauses (369), available at: <https://contracts.justia.com/contract-clauses/inconsistency/>, visited on 12/2/2026, at 11:25 AM.

by establishing the degree of effect to be accorded to the law of another jurisdiction when the relevant acts or rights have arisen under it. Its function is therefore to reconcile differences between legal systems, whether those differences stem from a variance between foreign and domestic law or from the silence or limited applicability of domestic law to the case at hand. The terminology used to describe this field has generated considerable scholarly debate. It has often been designated as "private international law," a term adopted by Westlake and by Woolsey, *Internatl. Law* (5th Ed.) § 73, and characterized as "handy and manageable," though ultimately inaccurate, by Dicey, *Conflict of Laws*, Moores Ed. 12. Dicey criticizes the phrase "conflict of laws" on the basis that the supposed conflict is largely fictitious and does not literally occur; he further argues that the expression conceals the reality that, in many instances, the governing law is sufficiently clear to admit of little doubt. If the term is taken to describe merely the conflict in the mind of a judge when selecting between two legal systems, it becomes an imprecise equivalent for the more accurate phrase "choice of laws." Taylor, *Jurisprudence*, 611, after examining the views of numerous writers, concludes that the designation "private international law" is subject to substantial objections. Likewise.⁽⁴⁷²⁰⁾

In a distinct procedural context, conflicting evidence refers to a situation in which the evidentiary record reasonably permits divergent conclusions. In the legal sense, evidence is not considered conflicting merely because testimony differs; rather, a genuine conflict exists only where persons of ordinary reason and fairness could justifiably draw different conclusions from the evidence presented. Accordingly, the determination of conflicting evidence depends upon the rational possibility of differing interpretations by reasonable adjudicators.⁽⁴⁷²¹⁾

2.17.2 Etymology of Conflicting

conflict(n.)

early 15c., "armed encounter, battle," from Old French *conflit* and directly from Latin *conflictus* "a striking together," in Late Latin "a fight, conflict," noun use of past participle of *confligere* "to strike together, be in conflict," from assimilated form of *com* "with, together" (see *con-*) + *fligere* "to strike" (see *afflict*). Meaning "a struggle, a quarrel" is from mid-15c. Sense of "discord of action, feeling, or effect, clashing of opposed principles, etc." is from 1875. Psychological sense of "incompatible urges in one person" is from 1859 (hence *conflicted*, past-participle adjective); the noun was used from 15c. in the sense "internal mental or spiritual struggle" (against temptation, etc.). Phrase *conflict of interest* was in use by 1743.⁽⁴⁷²²⁾

2.17.3 Sample of Conflicts Clause:

Conflicts. If there is a discrepancy or conflict between or among the terms and conditions of this cover agreement and the Appendices hereto, the terms and conditions of this cover agreement shall be given precedence over the Appendices, except as otherwise expressly agreed to in writing by the Parties.⁽⁴⁷²³⁾

2.18 Variation:

2.18.1 Definition of Variation:

The concept of variation carries distinct meanings depending on its disciplinary context. In its technical sense, variation refers to the angular difference between the true pole and the magnetic

⁽⁴⁷²⁰⁾ Henry Campbell Black, M.A., *Black Law Dictionary*, Op. cit, p. 372.

⁽⁴⁷²¹⁾ Seeley v. Osborne, 220 N.Y. 416, 116 N.E. 97; Henry Campbell Black, M.A., *Black Law Dictionary*, Op. cit, p. 372.

⁽⁴⁷²²⁾ Etymonline, Origin and history of conflict, available at : <https://www.etymonline.com/word/conflict>, visited on 1:9 PM.

⁽⁴⁷²³⁾ Law Insider, Conflicts Clause Samples, AI-Powered Contracts, available at: <https://www.lawinsider.com/clause/conflicts>.

pole. Although this difference remains relatively constant within a given locality, it differs from one geographical location to another.⁽⁴⁷²⁴⁾

More broadly, variation denotes a departure from a prior or standard condition, action, or amount, or the degree of such departure. Within contract law, the term assumes particular importance. It frequently arises where a material discrepancy exists between the principal contract and the surety's understanding of it. ⁽⁴⁷²⁵⁾

Furthermore, a contractual variation may, in certain circumstances, amount to a rescission of the original agreement followed by the formation of a new contract relating to the same subject matter.⁽⁴⁷²⁶⁾

In practice, contractual variations are especially common in long-term agreements. However, difficulties emerge where modifications are not clearly communicated or properly documented. Disputes frequently arise when additional obligations are undertaken without express agreement regarding cost, time, or scope, thereby generating uncertainty as to the parties' rights and liabilities.⁽⁴⁷²⁷⁾

Closely related to the concept of variation is the term variance, which has a distinct technical meaning but is often confused with variation. Legal usage demonstrates that these terms are particularly susceptible to inelegant substitution. For example, judicial language has inconsistently referred to both a "zoning variance" and a "zoning variation" within the same context, although the legally accurate term is "variance".⁽⁴⁷²⁸⁾

2.18.2 Etymology of Variation(n.)

c. 1400, *variacion*, "discrepancy, lack of agreement;" mid-15c., "act or process of undergoing change;" from Old French *variacion* "variety, diversity" and directly from Latin *variationem* (nominative *variatio*) "a difference, variation, change," from past-participle stem of *variare* "to change" By c. 1500 as "fact of undergoing alteration" in any way; by 1610s as "instance of varying or changing." It is attested by 1810 as "extent to which a thing varies." The musical sense of "tune or theme repeated with changes, elaborations, etc." is attested from 1801.⁽⁴⁷²⁹⁾

2.18.3 Sample of Variation Clause:

Contract Variation. This Agreement may only be varied or amended by a written variation signed by the Framework Parties specifically referring to this clause and stating that this Agreement is varied in the manner specified.⁽⁴⁷³⁰⁾

2.19 Synonymous and Synonymy

2.19.1 Definition of Synonymous and Synonym

In legal language, *synonymous* refers to words that express the same or nearly the same idea.⁽⁴⁷³¹⁾

⁴⁷²⁴(The Aakre, C.C.A.N.Y., 122 F.2d 469, 472; Henry Campbell Black, M.A., *Black Law Dictionary*, Op. cit, p.1723.

⁴⁷²⁵(Laurence P. Simpson, *Handbook on the Law of Suretyship*, West Publishing Company, Eagan Minnesota, U.S.A.,1950, P. 52.

⁴⁷²⁶(G.H. Treitel, *The Law of Contract* 8th ed. Sweet &Maxweel, London , U.K.1991, P. 96

⁴⁷²⁷(Jones Whyte, JW, *Common Causes Of Contract Disputes and how to avoid them*, available at <https://joneswhyte.co.uk/media-centre/blog/common-causes-of-contract-disputes-and-how-to-avoid-them/>). Brayan A. Garner, *A Dictionary of Modern Legal Usage*, Second Edition, Sausalito Public Library, Op. cit, p.908.

⁴⁷²⁸(Marshall v. Coleman, 187 Ill. 556, 58 N.E. 628; Henry Campbell Black, M.A., *Black Law Dictionary*, Op. cit., p. 881.

⁴⁷²⁹(Eymonline, Origin and history of variation, available at:

<https://www.etymonline.com/word/variation>, visited on 10/2/2026, 1t 3:37 P.M.

⁴⁷³⁰(Law Insider, *Contract Variation Sample Clauses*, AI-Powered Contracts, available at: <https://www.lawinsider.com/clause/contract-variation>, visited on 12/2/2026, at 12:12 PM.

⁴⁷³¹(McCarthy v. Dunlevy-Franklin Co., 277 Pa. 467, 121 A. 409, 410; Hoffine v. Ewing, 60 Neb. 729, 84 N.W. 93, 95; Henry Campbell Black, M.A., *Black Law Dictionary*, Op. cit, p.1620.

However, the concept of *synonymy* emphasizes that, strictly speaking, no two words possess identical meanings. Subtle connotations or nuances attach to language, so even apparent synonyms may suggest slightly different interpretations to a reader.⁽⁴⁷³²⁾

This understanding helps explain the frequent use of verbal doublets, triplets, or synonym strings in legal drafting. For example: "The indictment alleged that respondents unlawfully kept, confined, and imprisoned George in a dark, cold, and unwholesome room," or "Vendor does grant, bargain, sell, assign, convey, transfer, set over, and deliver the land to the purchaser." While such strings aim to cover every legal contingency, effective drafting requires discriminating use, identifying broader terms that can subsume narrower ones. In these examples, "imprison" encompasses both "confine" and "keep," while "grant" or "convey" alone could suffice for land transfers.⁽⁴⁷³³⁾

2.19.2 Etymology of Synonym(n.)

"Word having the same sense as another," early 15c., *synoneme*, *sinonyme*, from Old French *synonyme* (12c.) and directly from Late Latin *synonymum*, from Greek *synōnymon* "word having the same sense as another," noun use of neuter of *synōnymos* "having the same name as, synonymous," from *syn-* "together, same" (see *syn-*) + *onyma*, Aeolic dialectal form of *onoma* "name" (from PIE root **no-men-* "name"). Opposite of *antonym*. In Middle English also as the name of a 7c. book by Isidore, a dialogue between Man and Reason who describe differently the same situations. Until 18c. usually in plural form, *synonymes*, or, if singular, *synonyma*. The modern form of the word "scarcely makes its appearance, except in dictionaries, till the close of the 18th century" [OED, 2nd edition, print, 1989].⁽⁴⁷³⁴⁾

2.19.3 Sample of Synonym Clause:

Synonym. Where in this bid package the word(s) ITEM(S) is/are used, its meaning shall refer to the Purchase of the Item(s) as reflected on the Bid Form as specified. For purposes of clarity the words, Bidder, Contractor, Respondent and Vendor shall be synonymous. For purposes of clarity the words, quote and bid, shall be synonymous.⁽⁴⁷³⁵⁾

2.19.4 Comparative Table between Ambiguity, Ambiguity, Vagueness, Discrepancy, Inconsistency, and Synonym:

Terminology	Meaning en English	Legal Meaning in Drafting	Meaning in Arabic
Ambiguity	The possibility of being understood in more than one ways, something that can be understood to more than way.	Wording capable of more than one reasonable interpretation	
Vagueness	Not clear or definite.	Lack of precision; undefined standard	
Discrepancy	A difference between two things that should be the same.	Difference between figures, documents, or data	تباين . اختلاف

⁽⁴⁷³²⁾ Norman Brand & J.O. White, Legal Writing: The Strategy of Persuasion 114 (1976); Brayan A. Garner, A Dictionary of Modern Legal Usage, Second Edition, Sausalito Public Library, Oxford, New York, U.S.A., p.865).

⁽⁴⁷³³⁾ Brayan A. Garner, A Dictionary of Modern Legal Usage, Op., cit, p.865.

⁽⁴⁷³⁴⁾ Etymonline, Origin and history of synonym, available at: <https://www.etymonline.com/word/synonym>, visited on 10/2/2026, at 3:12 PM.

⁽⁴⁷³⁵⁾ Law Insider, Synonym Sample Clauses, AI-Powered Contracts, available at: <https://www.lawinsider.com/clause/synonym>, visited on 12/2/2026, at 12:31 PM.

Inconsistency	Not in agreement with something.	Provisions that cannot logically operate together	تنافر. تضارب
Conflict/ Conflicting	Disagree with or be different from somebody.	Direct contradiction between clauses	تنازع. تعارض
Variation	A difference in quantity between a number of things.	Formal modification after contract execution	اختلاف. تنوع
Synonym	A word or phrase that has the same meaning as another word or phrase in the same language.	Similar meaning word	ترادف. تطابق

Main Result of the Study

1. Legal ambiguity is not merely a linguistic phenomenon; it exists when contractual language is objectively susceptible to more than one meaning within its legal and commercial context.
2. The chapter concludes that contractual ambiguity is multifaceted, arising from linguistic, contextual, and drafting deficiencies, and significantly increases legal risk by creating divergent interpretations of obligations.
3. Ambiguity in contract language arises from multiple sources—linguistic, structural, and drafting practices—and significantly increases the risk of disputes, misinterpretation, and legal uncertainty.
4. Contractual ambiguity leads to significant legal, financial, operational, and relational risks, including disputes, project delays, and erosion of trust, highlighting that unclear language directly undermines enforceability and contractual certainty.
5. The chapter concludes that contractual ambiguity can be effectively prevented through precise drafting, clear definitions, consistent terminology, and careful use of language, minimizing interpretive uncertainty and potential disputes.
6. Judicial approaches to contractual ambiguity have shifted from strict textualism to contextual and purposive interpretation, with courts increasingly considering extrinsic evidence, commercial purpose, and objective reasonableness to resolve uncertainties in contract language.
7. Vagueness in legal language introduces inherent indeterminacy, where terms like “reasonable,” “adequate,” or “promptly” allow flexibility but create uncertainty that cannot always be resolved through context alone. Unlike ambiguity, which can often be clarified by interpretation, vagueness persists even under reasonable-person standards, affecting enforceability and legal predictability.

Main Recommendation of the Study

1. It is recommended to adopt a clear judicial methodology that first analyzes the text, then the context, and allows extrinsic evidence only when the language is reasonably ambiguous, ensuring contractual certainty.
2. It is recommended to prioritize precise and context-aware drafting, clearly defining terms, specifying governing law, and minimizing vague or redundant language to ensure clarity and reduce disputes.
3. It is recommended to draft contracts with precise, consistent, and context-aware language, avoiding vague terms, redundant clauses, and inconsistent terminology to ensure clarity and reduce interpretive risk.

4. Contracts should be drafted with precise, unambiguous, and context-sensitive language to minimize interpretive disputes, protect parties' interests, and maintain trust in commercial relationships.
5. It is recommended to engage legal counsel, use plain and consistent language, define technical terms, and maintain internal coherence to ensure contracts are clear, enforceable, and preserve professional relationships.
6. It is recommended that contracts be drafted with clear, precise language while anticipating contextual interpretation, ensuring terms are commercially reasonable and aligned with parties' objectives, to minimize reliance on judicial interpretation and reduce disputes.
7. Contracts and statutes should balance flexibility with clarity, using precise definitions, contextual references, or standards where possible, while recognizing that some controlled vagueness is strategically necessary to accommodate practical and situational variations.