NOTES

9 Schriver, 1991, p. 11.

10 G.R. No. 126490, 31 March 1998 as source, Atty. Fred (2009).

As this provision is a very important detail that the credit card users ought to know, this information was also included in the simplified version.

In general, the researchers revised the document based on the errors, questions and concerns raised by the five respondents and consolidated and identified by the three language specialists. The result was an improved second version of the simplified contract.

The Second Cycle of the Protocol-Aided Revision Activity

Schriver explains that "the first cycle finds about half of the readers' problems, the second pass exposes half of the remaining problems, and so on. Most documents can be revised to meet the reader's needs in two or three cycles".[9] The next stage then highlighted cognitive rendering to address the deeper intuitive components of the material, followed by the second segment of protocol-aided revision activity. Another set of five respondents participated in this activity.

Aside from one commission error considered to be local, identified as a repetition of the word only in the Surety provision, the language specialists spotted four other global commission errors.

On Surety:

Protocol: *That? Is the surety like a co-maker sis? Guarantor? So aside from the supplementary you still have an additional guarantor sis? Is it right that what it is saying here is that you need to present one? It's like here in CCT sis, that aside from the husband, you need one more, because the person is the only collateral. That if the person cannot pay, we will demand payment from the guarantor).*

Another problem about the term surety is recorded in this protocol:

Protocol: *What does the last part mean? (Reading...) The last part is not clear. Is there another term for supplementary? Even for surety? Isn't it that it's co-maker? Ahhh.. guarantors!! I have a question... for credit cards, is that the term used? The supplementary? Not co-maker?*

One participant's response on the Surety provision implies that she was unsure of the meaning of the term *surety*, whether it is the same as a *co-maker* or a *guarantor*. Another response indicated an affirmation of her understanding of the *Surety* provision that aside from the spouse, one needs to nominate another person as surety. Using the case of Palmares vs. CA[10] establishes that since the term *co-maker* acts as a surety, it is then valid to place the term surety side-by-side with the word *co-maker*, as the latter is a more familiar term to the Filipinos.

Additionally, the whole document was reviewed and restudied for semantic soundness of those simplified terms and legal precision of the truncated expressions. These tasks align to the idea that simplification must benefit the non-lawyers without neglecting the legal soundness of the contract. A significant insight drawn was on specificity: that specificity has premium over brevity. While there may be a number of redundancies in the agreement, some terms must still be included as they add precision to the meaning. Some of the words include the terms *goods* (things or rights producing economic activity) and *merchandise* (goods that can be sold), and *fees* (amount paid to avail of a service) and *charges* (amount paid that is not a service or a financial penalty for a neglectful act). Since charges can be penalties, then the word penalties has been dropped in the following provision:

Revised Provision: *These include interests, fees and other charges that may apply using the CARD.*

It is important to note that the respondents expressed significant favorable feedback expressing their ability to understand the simplified document. Other reactions cited how they compared the present simplified version just as this one:

Protocol: *It's clear for me, it's not that long; it's understood. Besides the words used like the verbs are common, unlike the other one before. Words were so deep, words I didn't even encounter.*

The second revised version was further improved by recasting the erroneous and unclear ideas to ensure an intelligible document to its intended users.

The Third Cycle of the Protocol-Aided Revision Activity

After undergoing two cycles of protocol-aided revision activities, the improved simplified version was presented to the last set of five participants for the last stage of protocol-aided revision activity. As advised by Schriver, usually, half of the errors can be dealt with after the first protocol-aided revision activity, then the remaining half after another protocol-aided revision work. Feedback received from this last cycle were most, if not all, reactions and realizations concerning their easy understanding of the contract:

Protocols: Sample Computation: *Is this the computation, sister? OK Ahhhh... it's like that? Automatic when your card gets stolen.. Yes, it's easy to understand.*

Revisions in this third cycle were more of fine-tuning, ensuring the substance and the ideas are all captured in the simplified version. The consistency in the use of *must*, *will* and *agree to* were reviewed and studied. Likewise, sentence lengths were reviewed to guarantee that the average sentence length promoted by the plain English advocates would be achieved in this document.

Conclusion

Before the simplification process, it is imperative to test the document. Here, testing the document supported the need for redrafting and indentified specific aspects of the material that were problematic. After the researchers identified the lexical and syntactic challenges, the existing document underwent a user-centered simplification process, taking into consideration the users' specific thoughts, reactions, questions and other feedback. The use of the three-cycle protocol-aided revision activity significantly aided the researchers in addressing problematic unclear terms and constructions that eventually helped in recasting the document. The result is a user-driven consumer contract in clear language.

At the chalkface: challenges of teaching clear legal writing to non-native English speakers

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By Natasha Costello

This article follows the presentation that I gave at the IC Clear/Clarity Conference in Antwerp in November 2014[1]. It was the first time that I had attended a Clarity conference and it was inspiring to be surrounded by people who were passionate about clear language.

The aim of my presentation was to illustrate what can be done at a practical level, as a teacher in the classroom ('at the chalkface'), to encourage the use of clear language in legal writing.

I currently work in Paris, teaching legal English to French lawyers in private practice and French undergraduate law students. In this article, as in my presentation, I will focus on my recent experience teaching French law students. There is an ideal opportunity, whilst these future lawyers are still at university, to instil good practice in legal writing.

The purpose of this article is to explain some of the challenges of teaching clear legal writing to non-native English speakers and I will highlight three teaching strategies that I have used to try to improve the students' writing skills. I would like to share practical teaching and learning activities that I hope will be useful to other readers.

Teaching strategy 1: Start early and start simply

In one of my classes, I had an excellent student who always participated in class discussions, asked interesting questions and demonstrated very good oral English skills. However, her first piece of written work was incomprehensible; there were problems with sentence structure, grammar and spelling. This experience served as a reminder that it is important to start evaluating and teaching writing skills early in the course (and not to assume that orally articulate students will have the ability to write clearly).

Often there is a reluctance on the part of both the teacher and the students to include writing activities in English lessons. It can be difficult for a teacher to manage a writing exercise, particularly in large or mixed-ability classes. In addition, I find that students usually prefer to focus on oral skills and enjoy having class discussions and debates on topical legal issues.

I try to start a course with some simple writing activities, rather than overwhelming students with a long piece of writing such as a letter or case brief. I use an activity that I call *"just one sentence"*.

For example:

- We discuss a topic in class and then I ask the students to write one sentence about the topic. I tell them that I will read the best sentence out to the rest of the class.
- We discuss a topic in class and then I ask the students to write a definition of one of the terms that we have discussed (for example "common law").
- The students read an article, I write questions about the article on the board and then the students have to come and write (on the board) answers to the questions.

I appreciate that clear writing involves more than just one sentence but these activities allow me to identify any particular problems that students may have at an early stage in the course. In particular, where the activity involves the students writing their sentences on the board, it stimulates a class discussion about sentence structure and vocabulary.

At the beginning of the course, some students need to make a number of improvements to their writing. "Starting simply" also means giving each student just one thing to focus on. For example, my advice to a particular student might be to concentrate on keeping the 'core' of the sentence (the subject, verb and object) together. For another student I might just suggest that they write shorter sentences (before moving on to tackle problems of syntax).

Teaching strategy 2: Use speaking activities to aid writing

Non-native English speakers sometimes have difficulty expressing themselves clearly when writing. They often try to translate every word literally and do not take the time to reflect on what they have written. It can be hard to convince French law students to write in clearer, plainer English when they are used to using traditional, formal language in French legal writing. The students usually feel more comfortable using words with a Latin origin as these are familiar to them from the French language.

As I mentioned earlier, students tend to prefer practising their oral skills rather than spending time writing in class. However, I have found that speaking activities can also help students reflect on and improve their writing skills.

For example:

- I ask the students to write a letter to a client (either in the class or for homework). In pairs, the students swap their letters and read them aloud to each other. This activity brings to life the 'reader over your shoulder' mentioned by Steven Pinker in his presentation at the IC Clear/Clarity Conference[2]. The exercise provides critical peer evaluation of the students' writing and highlights parts that are unclear. Frequently, the student reading the letter will ask "what did you mean here?" and the other student will have to explain, in clearer language, what they meant.
- The students role-play a client meeting where a lawyer explains the terms of a contract to a client. There is an example of this type of activity in the book 'International Legal English'[3]. The students often find this task challenging, especially where the contract terms contain a lot of legalese and passive constructions. This leads to a good plenary discussion in which I encourage the students to critically examine the contract drafting, thinking about the aspects of the language that make it difficult to explain the terms to the client and considering how those terms could be redrafted so that they are clearer.

Teaching strategy 3: Use real life examples

Sometimes, the most difficult challenge as a legal English teacher is explaining why clarity matters. The students read various legal texts in English (journal articles, statutes, judgments and contracts) containing complex sentences and archaic language. They think that this type of language is something to be mastered, not changed.

I try to demonstrate why it is so important to write clearly by including reference in my classes to real life cases about unclear or ambiguous drafting.

For example, see the case of *Bayerische Landesbank, New York Branch v. Aladdin Capital Mgmt. LLC*, 692 F.3d 42 (2d Cir. 2012) referred to in Ken Adams's blog on contract drafting.[4]

NOTES

1. IC Clear/Clarity conference: Learning to be clear, Antwerp-Brussels, 12-14 November 2014

2. Ibid. The title of Steven Pinker's presentation was: The sense of style: the thinking person's guide to writing in the 21st century. His book of the same name was published in 2014 by Viking.

3. Amy Krois-Lindner International Legal English (Cambridge University Press, 2nd ed. 2011) page 43, Exercise 10.1

4. http://www.adamsdrafting.com/herein/

The case concerned section 29 of the contract, in which the court considered whether the word 'herein' referred only to that section or whether it referred to the whole contract:

This Agreement is made solely for the benefit of the Issuers and the Portfolio Manager, their successors and assigns, and no other person shall have any right, benefit or interest under or because of this Agreement, except as otherwise specifically provided herein. The Swap Counterparty shall be an intended third party beneficiary of this Agreement.

I would develop this into a classroom activity by:

- writing the contract provision on the board
- asking the students how they would interpret the provision
- explaining the facts of the case and the parties' arguments
- asking the students to predict the outcome of the case
- discussing the court's decision and considering how the relevant provision could have been drafted more clearly

Conclusion

I share the passion for clear language with the people that I met at the IC Clear/Clarity Conference and I try to encourage clear legal writing in the classes that I teach.

In this article, I have described teaching strategies that can be used to improve the writing skills of non-native English speakers. I have included examples of classroom activities that will engage students in discussions about the language that lawyers use.

I hope that other teachers and trainers will find these examples helpful and I would welcome feedback from readers, sharing their own experiences and teaching ideas.

You can contact me at *nclegalenglish@gmail.com*.

The objectives do not meet the finalities

Learning to be clear in the Belgian Legal Sector

By Karl Hendrickx

This is a slightly abridged and adapted version of the opening speech given at the IC Clear Clarity Conference in Antwerp in November 2014.

How has the Belgian legal sector learned to be clear? Indeed, the theme that was chosen for this congress is *Learning to be clear*. According to the Oxford dictionary, *learn* means, "gain or acquire knowledge of or skill in (something) by study, experience, or being taught". Belgian lawyers have had to learn in almost all of these meanings, to be clear.

19th–20th C: developing legal language

As a result of the two world wars, Belgium is a trilingual country, with a Dutch-speaking northern part, Flanders, a French-speaking southern part, Wallonia, and a very small German-speaking community on the border with Germany. This peculiar linguistic situation and quite a complex history have resulted in a specific situation in terms of legal language and the attention to clear legal language.

When Belgium became independent from the Netherlands in 1830, the newly written Constitution was praised all over Europe for its modern liberal values and focus on freedom, all inherited from the Enlightenment and the French Revolution. One of the freedoms proclaimed was the freedom of language: everyone could speak and use the language of his choice. This however, according to the new government, also applied to the government itself. Consequently, it chose to use only French in all public matters. It was not until 1898, almost 50 years after independence, that Parliament approved a bill of law which stated that from then onwards, all new legislation had to be published both in Dutch and French. Around the same period, laws were passed about the use of Dutch in Flanders in court procedures, secondary education, civil service and so on. Of course, this new law did not solve the problem of legal Dutch at once: which variety of legal Dutch had to be used to formulate the new legislation, since all previous translators had created their own terminology? And what did one do with all the existing legislation, of which only a French official version existed?

The problem was even bigger than that. Whereas in the Netherlands, as early as 1916, the Dutch lawyers' association installed a committee in order to simplify legalese, a Belgian law professor, Bellefroid, remarked about the same period that the problem for Flemish lawyers was not so much their limited knowledge of legal Dutch, but their limited knowledge of Dutch itself. Indeed, until well into the 20th C, Flemish lawyers would have to study Dutch first in order to be able to study legal Dutch afterwards. Furthermore, no standard variant of legal Dutch existed. Although all new legislation had been published in Dutch since 1898, no uniform terminology had been developed and very often, calques from French were being used. In 1923, in the aftermath of the First World War, political awareness of the democratic consequences of this situation grew and the government appointed a committee that would translate all major statute books into Dutch, however without legal force. In 1954, after the Second World War, a new committee was appointed

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to create Dutch texts with legal force of all major statute books and acts. During the 1950's and 1960's finally, official Dutch texts of the civil, penal and commercial code were published. The Belgian Constitution was only officially published in Dutch as late as 1967, more than 130 years after the country's independence. The translating committee created in fact a complete official Dutch legal terminology next to the French one. It did so with great care and accuracy, publishing extensive motivations about the translating choices it made. Therefore, its role can hardly be overestimated. The committee chose to approach as much as possible the existing legal terminology and language of the Netherlands. In doing so, it wanted to provide Flemish lawyers with an already full-fledged and standardized terminology and language, ready for use. At the same time, it contributed significantly to the strengthening of the unity of language in the Dutch-speaking regions.

The consequence of these historical developments was that, until the end of the 20th C, the focus was on learning, in the sense of studying, correct, and not so much clear, legal language. Lawyers had to learn to avoid calques and phrases copied from French which were largely present in the older legal documents. Generations of lawyers were taught language courses at university in the style of 'do not say [following a calque from French] but use [following the Dutch variant from the Netherlands]' instead.

21st C: shift from correctness to clarity

Only at the end of the 20th C, did attention shift to clarity and accessibility. Lawyers learned, here in the sense of gaining knowledge through experience, that their correct language did not meet the citizens' expectations or needs.

The same shift occurred, by the way, in the minds of the French-speaking lawyers in Belgium. Up until then, they had experienced less difficulties, since they disposed of a fully developed legal language that was accessible to all those who could gain access to justice, up till then mostly the wealthier and educated classes.

Since the 1990s, government has taken several initiatives in order to make legal language and public communication at large more accessible. The Flemish Parliament installed a special drafting and revision service both at parliament and at government level. This service revises all bills of law and drafts of government and ministerial decrees, not only in terms of correct language use, but also in terms of clear writing. The revision is compulsory, the suggestions proposed are not: in the end, the supremacy of the legislator is respected and it is up to the members of parliament or the ministers to decide whether they agree with the revisions proposed or not.

Around the same time, beginning of the 1990s, at the federal Belgian level, a somewhat similar initiative was taken in the first chamber of the Belgian parliament, the Senate. There, members of the judicial service, the translation service and a number of senators decided that when the Senate discussed a bill, they would read it together, putting together the remarks they had from their own specialized point of view. This so-called Reading Committee would discuss the texts from linguistic, legal and political points of view, thus coming to a comprehensive, coherent and balanced report. The committee's work was greatly praised and approved, but as in many bicameral democracies, the first chamber has limited powers and since the last parliamentary reform in Belgium of 2014, the Senate has been abolished as a full parliamentary assembly and the committee has disappeared as well.

Still on the level of the federal Belgian state, in the 1990's, the training centre for the civil service developed clear writing courses – which still exist today – and even organized a clear writing office, where civil servants could send their texts for advice

on clear formulation. Both initiatives were taken both for French and for Dutch. The clear writing office unfortunately did not survive subsequent rounds of economies.

So at the Flemish level, the initiatives are still running, but often their effect is questioned because of the noncommittal and isolated nature of the remarks that are made, which can easily be brushed aside by so-called technical specialists or politicians. On the federal Belgian level, a very fruitful collaboration existed between linguistic and legal specialists, who, through dialogue, arrived at a balanced and coherent set of proposals, but their approach was not taken over by the Belgian House of commons when the Senate was reformed.

Dialogue key factor to success

This dialogue between lawyers and linguists is in my opinion the key to success in clear writing efforts. All too often, clichés and biases dominate the debate: linguists see lawyers as incompetent writers, either stuck in an old-fashioned and pompous jargon or consciously putting up a smoke screen of legalese to serve their own interests in the first place. Lawyers in turn dismiss the linguists' suggestions as all too simplistic, lacking the technical fine tuning and nuances they know through years of study. As both parties come together and sit around the table in order to discuss the possibilities of making a text more accessible, both are often surprised of the other one's openness and willingness to listen and to balance pros and cons of certain suggestions, often arriving at the conclusion that much more is possible than was initially believed. In that sense, they learn to be clear as well, not so much by studying but much more by gaining knowledge and especially skill through experience and dialogue.

On other legal levels as well, initiatives were taken around the turn of the century.

In terms of drafting instructions and clear legal writing, the Council of State has played an important role. One of the Council's two major competences is being parliament's advisor on new legislation, the other being the supreme administrative court. The Council's legislation section provides advisory opinions on all new bills of law, royal and ministerial decrees. The Belgian Council of State is a relatively young institution, it was only founded in 1946, around the same time and in the same spirit as the Translation Committee that was mentioned earlier. Therefore, its advisory role has always included special attention to correct legal language as well. At the beginning of the 21th C, the Council made the same shift from focusing on correct language and correct legal technique towards more attention to clear language. The shift is clear in the Council's legislative drafting manual. The Council had already published legislative drafting instructions from the 1980s onwards, but the 2001, and especially the 2008 editions of the legislative drafting manual focus much more on principles of clear writing, stressing the need of using simple syntactic structures and avoiding wordiness. The Flemish government has published its own legislative drafting manual, which paid attention to clear writing from its first edition but which has taken over almost all of the Council's recommendations in its latest edition as well. Furthermore, the Flemish government has organised since 2009 a special course for civil servants who want to specialise in legal drafting, with attention to clear writing as well.

Since 1997, the ministry of Justice has organised a course for magistrates on how to write their judgments, focusing both on the contents but also on the clear formulation. The course is compulsory for all newly appointed magistrates, but is open to all other magistrates as well. The most fruitful and rewarding part of this course is the collective discussion and rewriting of a judgment: newly appointed magistrates, some with refreshing and sometimes revolutionary ideas and some

with great fears of making even the slightest mistake, discuss with colleagues of long standing experience, some of those with wise and encouraging remarks that such and such simple expression is perfectly acceptable, others clearly set in their ways and using a language the new colleagues hardly understand.

Maybe thanks to this course, the judges have become the forerunners in clear language. Their texts are often shorter and clearer than the lawyers' statements and certainly the writs drawn up by the bailiffs. Some judges and courts have created an explanatory leaflet which they add to each of their judgements and which explains the most important terms and rules concerning the judgement: what about appeal, what about the costs, what is sentence by default etc. The High Council of Justice, the regulatory body of the judiciary in Belgium, is developing a model judgement with a clear and uniform structure and lay-out, leaving behind the old-fashioned style where each sentence started with 'considering that', a style that has disappeared over the last twenty years.

Recently, the positive effect of dialogue and direct confrontation of linguists and lawyers was confirmed in yet another legal branch, that of the notaries. Notarial deeds have a fierce reputation of inaccessible, highly ritualised language. Individual notaries invariably refuse to change whatsoever in the texts of their deeds, which have remained unchanged since the beginning of the 20th century. Nevertheless, the Notaries' Journal, the leading legal review for notaries in Flanders, decided in 2013 to celebrate its 75th anniversary with a book about the language of notarial deeds. The preparation of this book brought together a group of notaries in order to discuss the suggestions for simplification I had made in some of their own deeds. Again, often the conclusion of the discussion was that simplification was indeed possible: whereas the author himself would insist that he had always written like that and for good reasons, his colleagues would often react that in their eyes the alternative that was proposed, could equally well serve without creating confusion or endangering legal certainty. Following the successful publication of the book, the journal's editorial board decided to introduce a quarterly column in the journal with examples of how to clarify the language of notarial deeds.

Still work to do

All these initiatives however should not make us too euphoric. Some large scientific surveys show us that the problem of inaccessible legal language and insufficient communication remain very real.

In the aftermath of the notorious Dutroux-case – a paedophile murderer – which caused much public upheaval, the Belgian government decided to organise a large survey amongst citizens in order to gain insight into the problems they experienced with justice and their opinions about justice in Belgium. The first edition of the *Justice Barometer* was published in 2002 and the survey was repeated in 2007 and 2010. The results of the main question, "*do you think justice in Belgium is trustworthy?*" were very negative in 2002, immediately after the Dutroux-case had revealed malfunctioning in both the police and the judicial authorities. In the 2007 edition of the barometer, the result had changed for the better: a major police reform and other initiatives made that the majority of the public had found back its confidence in the legal system, which was confirmed in the 2012 survey.

However, the results of another question remain negative through all three editions. On the question "*do you think the legal language is sufficiently clear?*", almost three quarters of all respondents answered negatively in all three surveys. The problem has clearly not been solved yet. Of the ten most important problems that came forward from the surveys, almost half are linked to communication and information: people experience the legal language as too complex, see the legal system as very

impervious and inaccessible, find that legal professionals are very aloof, they do not receive enough information about their own case and experience a lack of communication in general.

These results were confirmed in a survey at the request of the Antwerp Court of appeal. Lawyers and litigants in all courts of the Court of Appeal's jurisdiction were interviewed about the user-friendliness of all aspects of the court system, from the practical access to the court buildings to the insight into the legal procedures. Two major problems came out of this survey: the long delays on the day a case comes before Court and the difficulty of the language used in judgements and letters.

Start during law training

All those scientific investigations show that we have to continue our efforts to convince lawyers of the necessity of clear language. And who could we better begin with than law students? If we can teach them to be clear, if they learn to be clear, in the sense of studying and being taught but also in the sense of gaining insight, we can take a first important step towards a durable change. Most Flemish law faculties therefore have in their law programmes a course on clear writing and communication, often quite early in the programme, during the first or the second year. It usually takes the form of a one-semester course, sometimes in smaller groups with accompanying exercises.

But students quite rightly complain that at the moment the course is being taught, they are not yet used to legal language, that they do not recognize the problems yet, and above all that the four following years of their studies, all the other law professors do their best to counteract all they have learned about clear communication by using and offering them exactly the opposite.

A one-shot course in the whole law curriculum therefore does not suffice: law professors should pay continuous attention to clear communication in all the courses they teach. Clear communication should also be dealt with explicitly throughout the complete curriculum. Therefore, the University of Antwerp has developed the first-year course on legal language proficiency into what has been called a learning path. After the more theoretical first year course dealing with all the pitfalls of legal communication, a more practical writing course with assignments follows in the second year.

In that course, uniform assessment forms for papers and essays are also introduced. Those forms will be used throughout the whole curriculum to assess and mark all assignments, papers and essays, both on the content level but also on the level of clear communication. The form is divided into two blocks. The first block is specific for each assignment: it usually contains criteria concerning contents, structure, sources, etc. The second block deals with the language used in the paper and always remains the same: every time, attention for obsolete words, complex phrases, prolixity etc. comes back. Because all professors use the same assessment form with the same criteria, students will quickly learn that those criteria are important and, moreover, that they are able to make progress, progress they will discover on the subsequent assessment forms they receive. Since every paper and essay is also marked in terms of formulation and language use, this puts pressure on the students to pay attention to these aspects. For the teachers as well, this offers advantages: marking becomes more objective, transparent and uniform, an aspect which is strengthened by the teacher's manual that accompanies the forms and that explains in detail the criteria used in the form and the ways to use them for marking.

Conclusion: dialogue key to success

In this article, I have given a brief overview of the complex history of legal language and especially legal Dutch in Belgium, of the shift in focus at the end of the previous century from correct language towards clear language and of the necessity of dialogue between lawyers and linguists in the process of trying to reach better legal texts. I would like to illustrate that necessity with a personal experience. When I was revising the conclusions of an audit report of the Belgian Court of Audit, I came across a subtitle saying *"the objectives do not meet the finalities"*. This rather mysterious formulation sounded for me like a perfect tautology. Hence I asked the authors to reformulate, which was met with reluctance and disbelief: how was it possible that I had not understood one of their principal conclusions, that the objectives did not meet the finalities? I repeated that for an average reader, the title would probably sound as a repetition or a couple of synonyms. Consequently, I was treated to a complete course in public management. Indeed, for the authors it was self-evident that in order to function properly, a public service should set targets to aim at, formulated with so-called "smart" criteria, in order to reach its ultimate purpose of functioning well as a public service. In their explanation, the authors had provided sufficient synonyms in order to rewrite the text. The title was rewritten in Dutch sounding more or less as 'the set targets do not meet the intended purpose'. By discussing my remark, I learned that the authors had not just written the title inconsiderately, and the authors learned that their original formulation would probably cause confusion. At the same time, the dialogue had provided us with an easier formulation which conferred the original message equally well.

Clarity through dialogue, that should indeed be the purpose, the aim or the finality to aim at.