

# How to Review a Contract by Paul J. Lowry (with interjections written by Stephen Antle and delivered by Steve Warnett) November 14, 2013

Legal drafting (i.e., of contracts and other legal instruments), as distinguished from legal writing (i.e., of memos, etc.), is a very specialized skill. Most writing entertains, informs, or persuades – sometimes all three. Legal drafting – good legal drafting - does none of these things. It creates a legal result – perhaps a transfer of ownership, an enforceable promise or an actionable representation, to name only a few. And it should do so unambiguously and in a form as easy to understand as the subject matter allows. Techniques of great writing generally – an extensive vocabulary, interesting sentence structure, and "elegant variation" – usually make for terrible legal drafting. You can be a great writer, but a poor legal drafter.

Commercial lawyers spend a lot of time drafting legal documents – mostly contracts. Yet many lawyers – perhaps most lawyers – have little formal training in legal drafting. Few, if any, any courses in legal drafting are found in the curricula of law schools, CLE offerings or in house training programs. Most of us learned legal drafting from senior practitioners and precedents, both yielding uneven results. So, we often fall back on long out-of-date usage, archaisms and what clients often call – disdainfully – "legalese".

If we spend a lot of time drafting contracts, we likely spend even more time reviewing contracts, whether our own drafts or those of others. Yet, while we might have a little training in legal drafting if we're lucky, we almost certainly have no training in <u>reviewing</u> contracts. So, today we want to share with you some thoughts on contract review.

Drafters and reviewers face different, in a sense opposite, challenges. The drafter strives to render the intended legal result in written form. The reviewer strives to discern from the written word the intent – or reasonably possible intent – of the drafter. The drafter tries to engineer a legal result. The reviewer tries to "reverse engineer" the words to determine their intent and legal result. But both need the same capacities – a sound knowledge of the relevant law, a good command of standard, written English – vocabulary, grammar, punctuation and usage - and proficiency in legal drafting techniques.

# Stephen, whether you're drafting or reviewing a contract you need to know the law on contract interpretation. What are the fundamentals of that law, and some of the misconceptions?

- Basic legal principle: the meaning of a contract is the parties' objectively expressed intent.
- Determined by the ordinary grammatical meaning of the words the parties agreed to in the contract, in the factual context of the contract.
- Nothing else.
- The parties' subjective intent what they thought the contract meant or what they intended the contract to achieve is irrelevant.
- Unless the ordinary grammatical meaning of the words the parties agreed to is ambiguous.
- Then the court may look at other evidence to resolve the ambiguity.

# What role, if any, does context or background – what lawyers like to call, rather ponderously, "the factual matrix" - play in contract interpretation? I've seen some English authorities give it considerable weight.

 It's something that informs the court's interpretation of the ordinary grammatical meaning of the words the parties have agreed to in the contract.

So, in a sense, knowledge of written English is subsumed in knowledge of the law. The law on contract interpretation tells us that the meaning of a written agreement is determined primarily by "the



ordinary meaning of the words". And the ordinary meaning of words is determined by applying dictionary definitions and rules of standard, English grammar, punctuation and modern usage. So, if you don't have a good command of written English, there is a significant gap in your legal knowledge, rather as if you skipped the lectures at law school on, say, contract formation or remedies. But, like all knowledge gaps, you can close this gap by taking the time and making the effort to do so.

It seems to me contract review can be more challenging than contract drafting, because things have changed in how we practice law, and particularly in how we communicate and how we make agreements.

Today's technology allows for many more drafts. Often, neither counsel controls the document, but each fires off complete redlined redrafts. Turnaround time grows ever shorter. And many agreements are "negotiated" almost entirely by the exchange of drafts, with little or no face time between counsel, little or no opportunity to probe intent, reach a common understanding of the text and explore alternatives. You take the meaning of drafts largely, sometimes exclusively, from the text without much "extrinsic evidence" of the drafter's subjective intent – much as a judge might do. Drafting and redrafting is often as integral to settling final agreements as in person meetings used to be. And the law is increasingly complex, with agreements expanding in length and complexity to accommodate that. The risks of unknowingly failing to achieve *consensus ad idem* are greater now than in earlier, gentler times.

Stephen, speaking of multiple contract drafts, I've often wondered whether they should be routinely destroyed after an agreement is concluded so they don't cloud any subsequent interpretation in a later dispute. Are drafts admissible in evidence? I've heard they can be in a claim for, say, rectification, although perhaps not otherwise? Is that so?

- Drafts should not be destroyed.
- If the plain ordinary meaning of the words the parties agreed to in the contract is ambiguous, the court may look at drafts to resolve the ambiguity.
- If the drafts are helpful to your position, you will want to be able to show them to the court.
- If the drafts are not helpful to your position and you've destroyed them, the court will likely find you guilty of spoliation of evidence and (whatever else it does) presume the documents were not helpful.
- So you might as well preserve the drafts, and avoid committing a tort and prejudicing your position with the court.

Let's talk about how we review contracts and what we look for.

# **Review for Multiple Purposes**

When a commercial solicitor reviews a contract, at least three things are going on – you're searching for:

- **Substance** the meaning and legal effect of the words, and the adequacy of that in the context of what you understand to be "the business deal",
- **Clarity** or the absence of semantic and syntactic ambiguity, the risk that the choice of words or how they are arranged might yield two or more reasonable meanings by applying standard English definitions and rules of grammar, punctuation and modern usage, as well as other rules of contractual interpretation, and
- Accuracy or the absence of errors in formatting, paragraph numbering, spelling and other clerical elements.



Publishers and printers usually employ different people to perform different tasks in the course of bringing a manuscript to market. So copy editors and proofreaders don't perform the same functions. There is a good reason for this. Reviewing a work for substance, clarity and accuracy requires a range of skills using different knowledge and likely different parts of the brain. It's difficult to do an effective job of reviewing a contract for all purposes in one pass, even for the accomplished "multi-tasker".

# **Substance**

When you review for substance you are searching first for what's there – does it conform to the deal as I know it? Does it reflect accurately the client's instructions? But you are also searching for what's not there, which is where your review can really add value – not to change the deal, but to render the written agreement effective in achieving its intent and business purpose.

Most lawyers, indeed many non-lawyers - are pretty good at recording the principal obligations of the parties. Often, the greatest weaknesses in a draft agreement lie in what's not there.

When you review an agreement, you need to "think remedies". The failure to "think remedies" may be the most common weakness in both contract drafting and review. Recording what the parties have agreed to do (or not do) is a good start, but only a start. Performance and payment obligations, although clearly and accurately recorded, don't mean much if practical – that is accessible – and effective remedies for breaches don't exist.

All contracts exist against the backdrop of the law – in the case of Canada outside Quebec, the common law - particularly the law of contract remedies. Written agreements afford an opportunity to "overwrite" the common law by adding, substituting, modifying, conditioning, limiting or eliminating remedies. Good lawyers seize this opportunity and earn their fee in doing so.

As you know, the remedy for breach of contract is usually damages, and might include specific performance or other equitable relief. Damages must be reasonably foreseeable, not speculative. The claimant usually has a duty to mitigate damages. And there are other principles governing the law of damages, which taken together merit large texts devoted to the subject. Sometimes a remedy in damages is sufficient. Often, it's not. In reviewing agreements you need to "think remedies". Is this obligation enforceable, how would I enforce it, is an award in damages appropriate, or should I be thinking of other recourse – an indemnity, liquidated damages, set-off, suspension of certain obligations, price adjustment, or even termination, and so on? Practical and accessible remedies should be a key goal in reviewing any commercial agreement. If you take nothing else away from this presentation, take the mantra "think remedies" and your time won't have been wasted.

But there are other substantive issues deserving careful attention in reviewing a typical commercial agreement. If I had to identify, by way of example only, other matters frequently overlooked in contract review, they would include the following (in no particular priority).

- Dispute resolution This is really an extension of my concern with practical, effective remedies. Stephen, many clients – particularly those who have been through a long, expensive and unsuccessful court case – are keen to see ADR in their commercial agreements. What advice do you have for commercial solicitors who advise those clients?
  - Choose a dispute resolution mechanism.
  - Or, by default, you choose to litigate anywhere the other party can persuade a court to exercise jurisdiction.
  - Choose only one dispute resolution mechanism (unless there is good reason for resolving different kinds of disputes in different ways), so all disputes arising under the agreement can be resolved in one process.



- If a transaction or relationship is governed by several agreements, ensure that they have the same dispute resolution mechanism, or at least that their dispute resolution mechanisms mesh together, again so all disputes can be resolved in one process.
- For reasons that would take too much time in this presentation to discuss, I'm a big fan of commercial arbitration designed and implemented with the necessary expertise, it can be a huge improvement on litigation.
- **Performance and Credit Risk** Unambiguous obligations and practical contractual remedies won't mean much if the counterparty isn't creditworthy, or suffers a decline in financial strength over the term of an agreement. So, very often consideration should be given to managing the performance and credit risk, whether through performance or payment securities, deposits, payment terms or effective self-help remedies, from set-off up to and including termination for deterioration in creditworthiness.
- **Payments** All kinds of commercial agreements contain a number of terms calling for payments or reimbursements in addition to the primary price clause. Many of these ancillary terms calling for payment are left incomplete without provision for due dates, overdue interest and other remedial provisions addressing payment delay or default.
- Representations Commercial lawyers, in negotiating agreements, use extensive standard and transaction-specific representations to compel pre-signing disclosures really as a kind of extension of the "due diligence" process. If you ask most clients whether they would rather know all the problems before they sign, or enjoy a long, even ultimately successful lawsuit, down the road, most will opt for pre-contract disclosure without any hesitation. At common law, a representation is a statement, usually of fact. upon which a party relies and which induces it to enter into the contract. The remedy for misrepresentation, at least at common law, is usually rescission, not damages. This explains why so many commercial agreements treat express representations as warranties, and offer indemnification (not common law damages limited by foreseeability and other principles) for misrepresentation. Some, like acquisition agreements, also provide for pre-closing termination, either as an exclusive or a cumulative remedy. Whether or not the applicable "standard" agreement form includes representations, there are frequently additional "nonstandard" representations made to induce a party to sign. These transaction-specific representations need to be identified and included. The question of the appropriate remedy should also be considered, unless you are content to allow the remedy to default to rescission, which it likely will if you simply include a representation and nothing else. And you should always consider expressly excluding reliance on any pre-signing representations not included in the written document. And if you are on the receiving end of representations, even if they are "standard", you need to ensure that they are true or require modification or a disclosure exception. That said, Stephen, you also need to understand the legal effect of representations, including remedies for misrepresentation, when you review a contract. What are the key considerations?
- If you want to have the option of holding the other party to a representation, include it in the contract.
- If a representation was a factor in your decision to enter into the transaction or relationship, include it in the contract.
- If you don't, and the representation turns out to be untrue, you won't be able to sue for breach of contract.
- Recitals You might find it strange to see "Recitals" in a list of frequently overlooked items – not because they are not overlooked, but because they are usually not considered



very important. Recitals should contain mutually accepted facts relevant to a proper interpretation of the agreement, and that's all they should contain. But often we see recitals that contain contractual definitions, representations, warranties, paraphrased obligations or other material, which belong in the agreement itself, not in the recitals. Not every agreement deserves recitals. A contract is not an opera – it doesn't always need an overture. Recitals should serve a necessary purpose – interpretive context – or be omitted altogether, which is quite often the better choice.

- **Definitions** Similarly, you often find what are called "stuffed definitions" that is definitions containing language of representation, warranty or obligation, all of which belong elsewhere in the agreement. The risk is that the "stuffing" conflicts with the operative terms, which introduces an easily avoidable ambiguity. Definitions simply provide a substitute for, or supplement to, the dictionary definition, which would otherwise apply. That's all they do or should do. So, "de-stuff" your definitions. *Stephen, what are few other key things we should look for in definitions*?
- Don't define terms you don't use (it happens)
- If you define a term, use it, ideally several times
- Use intuitive language for the defined term. Avoid defined terms that seriously misalign with dictionary definitions. For example, "Goods" means the goods described in Schedule *A*, and associated installation services described in Schedule *B*" is misaligned by including services. This creates risk of ambiguity.
- Make sure you can use the defined term in the text as the appropriate part of speech. You must be able to read the entire definition into the text without a grammatical glitch. Most defined terms are nouns.
- Boiler Plate "Boiler plate" is an unfortunate handle for the many contract terms typically appearing toward the end of a commercial agreement. "Boiler plate" suggests these terms are "standard", rarely if ever negotiated and modified, and therefore likely of limited importance. So, we tend to read them last (when our concentration is beginning to fail), quickly and without giving them much thought. So-called "boiler plate" has much more substance than you might assume. *Stephen, what a few allegedly standard "boiler plate" clauses that can cause serious problems down the road?* 
  - You might find an "entire agreement" clause in a contract that is one of a suite of agreements.
  - Or you might just assume your particular version of an "entire agreement" clause excludes reliance on pre-contract representations, when it doesn't.
  - You might also find a "cumulative remedies" clause in circumstances where an innocent party should be put to an election from among available remedies.
  - Or an "exclusive remedies" clause when it was intended that an innocent party be able exercise an express right to terminate for default, and retain the right to sue damages for that default as well.
  - Assignment clauses are very frequently rendered in extremely simplistic terms for example "Supplier shall not assign this agreement without the prior written consent of Customer". But what is the Customer's remedy for breach? If the agreement is assigned in violation of the covenant, is the assignment valid? Does the assignor remain bound by the agreement? Does the customer have a right of recourse against the assignee for future breaches?
  - So, do attend to the boiler plate. You can learn more about boiler plate by visiting BLG U online, where you'll find an April 18, 2013 presentation on the subject.



- Insurance Many commercial agreements contain requirements for one or both parties to
  maintain insurance, and many more involve the assumption of risks that may be insured or
  are insurable under a client's existing corporate insurance program. Certain contractual
  indemnities are examples. So, counsel need to be alert to the possibility that some
  contract terms may conflict with existing insurance programs and policies, or may restrict a
  client's flexibility in managing its insured risks over time. There are many agreements that
  should be run by risk management, whether internal or external brokers.
- **Tax Consequences** Similarly, many commercial agreements can trigger tax consequences. And again, these may need review by internal or external tax experts. Commercial lawyers need to have at least a sufficient grasp of corporate and commodity tax to know when to seek that review.

Worst case scenarios - Contracts are key tools in managing risk. And risk management often means limiting exposure in the worst-case scenario - at least insofar as the law will enforce those limitations. Sometimes, this is as simple as negotiating a liability limitation perhaps a percentage of price or a fixed amount. But more often it involves a combination of terms - perhaps a liability limitation, an exclusion of certain categories of damages, stipulation of a specific and exclusive remedy for certain breaches, or other terms. There are many situations in which a client, if they thought about it, would be unwilling to "bet the farm" on one transaction. And if you are on the receiving end of limitations and exclusions, there are frequently opportunities to fine tune them, often by stipulating exclusions - circumstances in which they don't apply. Counsel don't always think about where "the bleeding stops", but they often should. Every termination clause (unless it's wholly discretionary) has one or more "triggers" - specific defaults or perhaps just events entitling one party to terminate. If you avoid ambiguity anywhere in an agreement, avoid it in drafting termination triggers. If the trigger is uncertain, your right to terminate will be called into question. And a wrongful termination likely amounts to a repudiation, with the result that your client may face a substantial, and often unlimited, claim for damages. A termination right is greatly diminished in value, if it can't be exercised with a very high degree of certainty.

- **"Exit Ramps"** Clients, thankfully, are pretty positive people. They understandably like to think about what is supposed to happen under an agreement things like good performance and timely payment rather than what might happen like default. Of course, this kind of positive thinking is perhaps more typical of the less experienced and less sophisticated client, but is usually shared to some extent by all clients. It often falls to counsel to contemplate the darker side of things, including "exit ramps" how to unwind or terminate an agreement, for what defaults or perhaps other non-fault events, and what needs to be tidied up in doing so. This includes some careful thought about what "termination" really means and in particular, whether any terms should continue to bind the parties, including terms necessary for the interpretation and enforcement of any surviving obligations. **Stephen, any comments**?
- Remember, if a party becomes unhappy with the situation, negotiation fails and it has no other exit ramp, its only alternative will be to sue you. Is that what you want? If not, be sure to provide another exit ramp.

These are just some examples of what you should be looking for when you're reviewing for substance. I'm sure you could add to this checklist from your own experience. **Stephen, anything else?** 

 Two other points, first, a contract's governing law has a significant impact on its interpretation (the general principles we've been discussing are B.C. law). I suggest choosing it **before** negotiating the contract's detailed terms, so you know how those terms will be interpreted



 Second, if a relationship or transaction involves several agreements, ensure they mesh together in all respects, not just dispute resolution, but everything from definitions to substantive provisions.

# <u>Clarity</u>

Review for clarity is something quite different from review for substance. Reviewing for clarity is not just a matter of culling annoying legalese and other stylistic blemishes on an agreement. When you're reviewing for clarity, you're battling ambiguity – the chief enemy of the legal drafter.

Ambiguity is not the same as "calculated vagueness". There are times when a good drafter will prefer "principle" to "prescription". For example, a notice clause might stipulate notice must be given "within 10 days" after a specific event. That's prescriptive. Or it might stipulate notice must be given "within a reasonable time" after the event. That's principled. It's an example of "calculated vagueness", and it allows for a flexible, if vague, notice period, which can change with the circumstances. There is a place for principle, rather than prescription, in a well-drafted agreement – as long as it's "calculated", that is deliberate. In fact striking the right balance between "principle" and "prescription", or the general and specific, is an important task for drafters and reviewers of contracts. Many commercial agreements need to respond fairly to unexpected circumstances in ways that specific terms cannot address.

Ambiguity is simply a condition where the same word or phrase can have two or more reasonable meanings, despite the context. Ambiguity can be semantic – the wrong word choice – or syntactic – the wrong arrangement of words and punctuation. How to draft for clarity is a large subject, which is beyond the scope of this presentation on reviewing agreements. Stephen, are there words and phrases that you frequently see in agreements, which carry a high risk of ambiguity, and perhaps should be avoided or at least used with particular care?

- Anything subjective or potentially ambiguous, for example "best efforts" or "not to be unreasonably withheld".
- There's a significant overlap between "calculated vagueness" and ambiguity. The less specific you are, the greater the risk of a court or arbitrator concluding the contract means something unexpected.
- If you have to use these kinds of phrases, consider "benchmarking" them to minimize the ambiguity.

Using standard English – what some prefer to call "plain English" is a good way to fight ambiguity. Here are some of the more important guidelines.

- Using shorter sentences they are simpler to read and afford less opportunity for messing up
- Using simpler words again, easier to read and cumulatively produce shorter, tighter agreements
- Using natural sentence structure keep the subject, verb and object (in that order) close together, and place conditions and qualifications at the end
- Using the active voice (usually), especially for covenants and rights
- Using the present tense agreements are "continually speaking"
- Avoiding redundant words and phrases no synonyms (keep your Thesaurus in the drawer)
- Avoiding inconsistent use of words and phrases <u>never</u> change your words, unless you
  want to change your meaning, and <u>always</u> change your words if you do want to change
  your meaning
- No misplaced modifiers adjectives or adverbs (or adjectival or adverbial phrases) which could modify two or more nouns or verbs
- No ambiguous plurals (including compound phrases)



- No uncertain antecedents
- For certainty using algebra for complex formulae
- Always "stress test" formulae
- Triple check all numbers
- ... to mention just some good drafting practices.

#### Stephen, your thoughts?

I agree. This is not just an idiosyncratic drafting approach. It ties back to the basic principle
of contractual interpretation we began with: the ordinary grammatical meaning of the
words chosen by the parties. Plain English most often most clearly expresses the parties'
intent. It is therefore most likely to lead to tribunals interpreting the contract as the parties
intended.

Reviewing for clarity requires a different kind of concentration than reviewing for substance and different knowledge.

## Accuracy

Reviewing for accuracy is different again. It includes what we usually call "proofreading" and a bit more. You are checking the accuracy and adequacy of titles, headings, paragraph numbering, fonts, margins or "white space", spelling, basic grammar and punctuation, and other "clerical" issues. All this sounds rather tedious and it is. It also sounds rather unimportant, but it isn't. It's very important. It is indeed quite true that a great deal of money in a commercial dispute can turn on the position of a simple comma, or some other "glitch" in a contract. Again, reviewing for accuracy requires a different kind of concentration from other reviews.

Tips for proofreaders include:

- proofread before you release the draft don't expect your client to be your proofreader
- don't rely on software to find errors
- beware of proofreading on screen hard copy proofreading is usually more effective
- cover the text below the line you are reading (e.g., with a ruler)
- run your finger under the words as you read
- proofread without distractions
- proofread slowly (allow adequate time)
- proofread aloud when you can
- try proofreading backwards (it actually works)
- proofread the whole document, then edit
- proofread the edits

What these tips illustrate is that proofreading is different from reading for any other purpose. Normally, when we read, our brain tends to skip over words and whole phrases that experience tells us are normally there. So, memory fills the gaps, and we don't actually "see" all that's written. Proofreading tips are calculated to make us read somewhat like a small child – slowly, deliberately and conscious of every character, not just every word or phrase. It's entirely abnormal as far as reading goes, and that's why many of us don't do it very well. And, of course, if we are trying to proofread while we are reviewing for substance and for clarity, the result is bound to be suboptimal.

Stephen, should commercial lawyers take comfort in the fact that rectification is available as a legal remedy for poor proofreading? What exactly must you prove to rectify a contract?



- No.
- They should try to get it right the first time.
- All else aside, while rectification is possible, it is in the court's discretion and can be expensive and time-consuming. In a case like this it would also probably involve the drafter admitting in a sworn affidavit they had made a mistake.
- The key to rectifying documents is satisfying the court, with evidence on personal knowledge, not information and belief, that the documents as drafted do not reflect the parties' mutual, continuing intent. So the parties are going to have to swear affidavits too.

You might say that in reviewing for substance you are looking at the forest, and in reviewing for clarity, you are looking at the trees, but in reviewing for accuracy, you are looking at the needles and leaves. Each requires a different lens, and it's best do each task separately and follow a routine in doing so.

#### Review Work Product (optional, depends on time available)

Just a few thoughts on contract review work product.

Of course, today the work product of contract review usually includes a redlined draft. But if you are reporting to your own client, it's often necessary to add something to that.

It can be very helpful to embed advice and comments on changes and other issues in the redraft. That can be convenient as it allows the reader to consider the issues as they arise in the text. Just a few cautions. A large number of embedded comments may obscure the key business points that are most deserving of your client's time and attention. The main points can get lost in a large number of embedded comments. So, a separate bullet point list of key deal points, or perhaps a brief memo, might be a better choice to deal with those issues. But I would avoid a lengthy memo. Most clients will find reading the agreement (perhaps for the 10<sup>th</sup> time) punishing enough. If the issue is complex, I'd just note it on a bullet point list, and make sure you get sufficient face time with your client to work through the issue.

I recall the odd time a client, anxiously awaiting my redraft, would immediately forward it via email to the counterparty without opening and reading the draft attachment, thinking this would expedite the transaction. If your redraft contains embedded advice notes intended for your client only, make sure the client knows that. It can be more than a little embarrassing to find the counterparty has your legal advice.

And be careful about allowing "uncleansed" documents to be circulated outside your office. I'm talking about "metadata", which is embedded in Word files and contains some history of the document and other information that should not generally be made available to counterparties. Nowadays, software exists to cleanse attachments of "metadata", and you should use it.

# **Distance**

When I started to practice law, most lawyers didn't do their own document production. In fact, we didn't call it "document production". We called it "typing", but then those were simpler times and often one word would do where we use two or three today. When we prepared an agreement, we marked up a precedent, or dictated an original agreement, or sometimes did a bit of both. Then we gave this to a typist and went to lunch, or went home. Several hours later, or perhaps the next day, we reviewed it. That doesn't happen much anymore, but sometimes I wish it did. It gave us time to think about the substance and the opportunity to review, whether for substance, clarity or accuracy, with fresh eyes and a clear mind. Today, lawyers often draft, review, edit and review again, pretty much non-stop. The work product suffers for it.



I expect you have discovered in reviewing your own work you are more effective if you leave the draft for at least a few hours and preferably overnight. You have also likely discovered that you more easily find errors in the work of others than in your own work. In other words, when you can put some distance – whether between the drafter and the reviewer or between the time of drafting and the time of review, the review is more effective. This is further evidence of our wonderful capacity for memory. If you wrote something, and particularly if you just finished writing it, in reviewing it you tend to see what you intended to write, rather than what you wrote. You are just too close to it to see all the errors as clearly and readily as you should.

This reminds us that when you can put some distance between drafting and review – and often you can't – you should schedule your time accordingly. And if time and budget permits, a penultimate or late draft of an important agreement should be reviewed at least once by someone else. Ask a litigator to read your stuff if you really want to see the contract from a different, and very instructive, perspective.

# Any closing thoughts, Stephen?

- I strongly recommend a near-final review by fresh eyes, ideally by someone with contract troubleshooting expertise and no previous involvement in the drafting.
- If the drafter is going to do the review, they should do it at least 24 hours after they last looked at the document.

Changes in the way we communicate and negotiate make contract review and editing more challenging, and also more important. But if we take time to acquire the necessary knowledge of good, standard, written English, of sound legal drafting techniques, and of the law, and approach contract review systematically, we can do it very effectively and add a lot of value to what we do for our clients.