

Presented at
William W. Gibson Jr. Mortgage Lending Institute
September 12, 2024
Austin, Texas

TRANSACTIONAL LESSONS LEARNED AT THE COURTHOUSE

J. Edwin Martin
State Bar Number 13086200

Market-Ross Place
1701 North Market Street
Suite 205
Dallas, Texas 75202

Telephone: 469.223.5624
Email: jedwinmartin@yahoo.com
Website: jedwinmartin.com

TABLE OF CONTENTS

<u>Subject Matter</u>	<u>Page</u>
I. <u>Introduction</u>	1
II. <u>Winning Formatting</u>	5
III. <u>Winning Punctuation</u>	9
A. In General	9
B. The Oxford Comma Is Winning Punctuation	11
IV. <u>Winning Legalese</u>	12
A. In General	12
B. Funny Legalese	13
1. In General	13
2. “Ad Nauseam” Is Funny Legalese	14
3. “Ipso Facto” Is Funny Legalese	14
4. “Mother Hubbard” Is Funny Legalese	15
V. <u>Winning Non-Legalese</u>	15
A. Introduction	15
B. “Introduction” Itself Is a Winning Word	17
C. “Before” and “After” Are Winning Words	18
D. Calendar Dates Are Winning Words	18
E. “Consist of,” “Constitute,” and the Like Are Winning Words	19
F. Dynamic Verbs Are Winning Words	19
G. Examples Clarify Calculations	20

H.	“General Provisions” Is a Winning Phrase	20
I.	Hyphenating Phrasal Adjectives Creates Winning Phrases	20
J.	“If” and “Then” Are Winning Words	21
K.	“In This Agreement” and the Like Are Winning Phrases	21
L.	“Notwithstanding Anything Seemingly to the Contrary in This Agreement” Is a Winning Phrase	21
M.	“Otherwise” and “the Like” Are Winning Words	21
N.	Proper Nouns Can Be Winning Words	22
O.	Say Numbers Once	23
P.	Unabbreviated Words Are Winning Words	23
Q.	“Under” Is a Winning Word	23
R.	“Usury-Savings Umbrella” Is a Winning Phrase	23
S.	Well-Crafted Definitions Beget Winning Words	24
T.	“Will” and “Must” Are Winning Words	24
VI.	<u>Winning Boilerplate</u>	25
VII.	<u>Litigation Is Not About What Happened or Did Not Happen; It Is About What You Can and Cannot Prove in an Easy-to-Understand, Cost-Effective Manner</u>	27
A.	In General	27
B.	A Prime Example	27
VIII.	<u>Bonus Section: Winning Words that Maximize Title-Insurance Coverage</u>	30
A.	Title-Insurance Practice Pointer Number 1	32
B.	Title-Insurance Practice Pointer Number 2	32

C.	Title-Insurance Practice Pointer Number 3	32
D.	Title-Insurance Practice Pointer Number 4	33
E.	Title-Insurance Practice Pointer Number 5	33
F.	Title-Insurance Practice Pointer Number 6	33
G.	Caveat to Title-Insurance Practice Pointer Number 6	33
H.	Title-Insurance Practice Pointer Number 7	33
I.	Title-Insurance Practice Pointer Number 8	34
J.	Title-Insurance Practice Pointer Number 9	34
IX.	<u>Closing</u>	34
<u>Exhibit 1</u>	<u>The Man-in-the-Mirror’s Mantras</u>	36
<u>Exhibit 2</u>	<u>Shoehorned Witticisms</u>	37
<u>Exhibit 3</u>	<u>Tangential Historical Nuggets</u>	39
A.	The Naval Battle of Campeche	39
B.	The Great Chicago Fire	39
C.	The Galveston Flood	40
<u>Exhibit 4</u>	<u>The Missing Mark</u>	41
<u>Exhibit 5</u>	<u>The Misunderstood Mark</u>	43
<u>Exhibit 6</u>	<u>Examples of “Mother Hubbard” Provisions</u>	45
A.	In a Closing-Instruction Letter	45
B.	In a Deed	45
C.	In a Settlement Agreement	45

<u>Exhibit 7</u>	<u>Examples of Clarifying Calculations By Way of Example</u>	46
	A. In a Purchase Option Involving Multiple Purchasers	46
	B. In a Payout Involving Multiple Payees	46
<u>Exhibit 8</u>	<u>A Few Words About Numbers</u>	48
<u>Exhibit 9</u>	<u>Examples of Exhibits to Attach to a Foreclosure-Sale Deed</u>	51
<u>Exhibit 10</u>	<u>Comprehensive List of Notable Occasions When the Texas Department of Insurance Protected Consumers Instead of Agents and Underwriters</u>	55
 <u>Resume of J. Edwin Martin</u>		
 <u>Bibliography of J. Edwin Martin</u>		

TABLE OF AUTHORITIES

<u>Authority</u>	<u>Page</u>
Books	
Haas, Michelle M. (Compiled and Edited). <i>God Favors the Bold: Voices of the Texas Navy 1836-1845</i> . Ingleside, Texas: Copano Bay Press, 2013	39
Melville, Herman. <i>Moby-Dick</i> . Ashland, Oregon: Word Cloud Press, 1851	43
Schwed, Jr., Fred <i>Where Are the Customers' Yachts? or A Good Hard Look at Wall Street</i> . Hoboken, New Jersey: John Wiley & Sons, Inc., 1940	31, 37
von Clausewitz, Carl. <i>On War</i> . Princeton, New Jersey: Princeton University Press, 1976	4
Watson, Cecelia. <i>Semicolon: The Past, Present and Future of a Misunderstood Mark</i> . New York, New York: HarperCollins Publishers LLC, 20191851	43
Email Blast	
Gary Kinder, "And Now We Pause for a Comma," <i>Write to the Point-Writing Tips from WordRake</i> (January 12, 2017)	41
Handout	
Gary Kinder, "Writing Numbers & Numerals," SVC Writing Center Handouts	48
Historical Documents	
Abraham Lincoln, "The Gettysburg Address," 1863	48
Martin Luther King, Jr., "Letter from Birmingham Jail" (1963)	43
Moses, Ten Commandments	25

Magazine Article

Mary Norris, “Sympathy for the Semicolon,” *The New Yorker* (July 15, 2019) 43

Movies

Clint Eastwood, *Sully* (2016) 4

Ridley Scott, *Black Hawk Down* (2001) 4

Rob Reiner, *This Is Spinal Tap* (1984) 13, 37

Steven Spielberg, *Amistad* (1997) 1

Nursery Rhyme

“Old Mother Hubbard” (1805) 15, 45

Play

William Shakespeare, *Hamlet* (1603) 13, 36

Poem

“Beowulf” (700-950) 16

Radio Show

“Beside Myself,” *A Way with Words*, National Public Radio, May 4, 2024, San Diego, California 43

Songs

En Vogue, “Free Your Mind” (1992) 1

Taylor Swift, “We Are Never Ever Getting Back Together” (2012) 18, 23, 32, 33, 48, 49

Other Authorities

Antonin Scalia 20

Find the full text of this and thousands of other resources from leading experts in dozens of legal practice areas in the [UT Law CLE eLibrary \(utcle.org/elibrary\)](http://utcle.org/elibrary)

Title search: Transactional Lessons Learned at the Courthouse

Also available as part of the eCourse

[Real Estate Transactions: Lessons Learned and Recent Developments](#)

First appeared as part of the conference materials for the
58th Annual William W. Gibson, Jr. Mortgage Lending Institute session
"Transactional Lessons Learned at the Courthouse"