

Many of the revisions made to the 7th Edition of the Trial Court Financial Policies and Procedures Manual are made to ensure that recurring words are used consistently with the intended meaning. As a result the terms **SHALL** and **SHOULD** are often replaced with the term **WILL** when appropriate.

- **Shall:** The term “shall” is properly used only when the intended meaning is “a duty to”, e.g. According to federal law, the court shall impose the maximum sentence. In contract and legal drafting the term is most often replaced with the term “will”, “may”, or “should”, as appropriate.
- **Must:** The term “must” is considered inappropriately “bossy” in everyday language and may be considered more important than other words such as “will” when both terms are used in a document. The word “will” is an appropriate replacement when it is used consistently throughout the document. If both words (shall and will) are used when the drafter intends the same level of commitment, it may be confusing and should be avoided.
- **Will:** The term “will” ought to bear a consistent meaning within a document. It may express the obligations of both parties when the relationship is more or less between equals or it may express one party’s obligations in an adhesion contract when it is used with the term “must” for the other party. The term may also be used to express a future contingency, although this is not the common usage in modern drafting.
- **May:** The term “may” means “has discretion to” or “is permitted”. It should be the only term to denote these senses.
- **Should:** The term “should” denotes a directory provision.