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Verbs Are Dynamic and Economical

They get directly to the point

By Kenneth F. Oettle

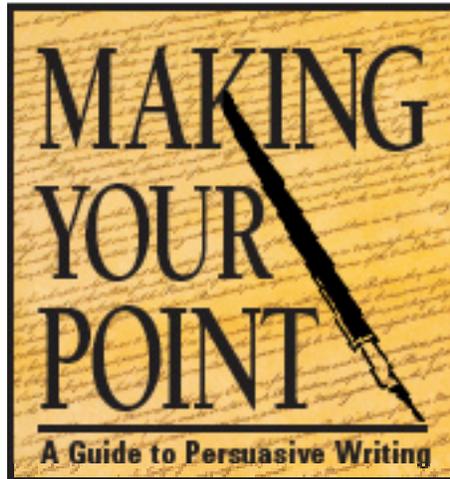
“The present letter is a very long one, simply because I had no leisure to make it shorter.” — Blaise Pascal, from Letter XIV to the Reverend Fathers, the Jesuits

Brevity empowers all writing, let alone legal writing. It clears the way for the message. Thus, it has special importance in prose whose principal task is to get a point across.

Yet legal prose is often bloated, to the frustration of its readers. Some writers can't or won't edit, and all writers confront, with varying success, an array of temptations that can lead to verbosity, including (a) saying anything for fear of saying nothing; (b) saying anything to hide saying nothing; (c) thinking that more words carry more weight; and (d) resisting the truth that no matter how experienced one is, the first thing out of one's brain is not necessarily tight, sharp, or even coherent.

Consider the following sentence:

Oettle is senior counsel and co-chair of the writing and mentor programs at Sills Cummis & Gross. Making Your Point, a Practical Guide to Persuasive Legal Writing, a compilation of his columns published in 2007 by ALM Publishing, is available at LawCatalog.com. He invites questions and suggestions for future columns to koettle@sillscummis.com. “Making Your Point” appears every month in the New Jersey Law Journal.



The parties endeavored in good faith to *come to an agreement* upon an alternate solution.

If this were a Puzzler, you would know how to tighten and sharpen the sentence. You would change “come to an agreement” to “agree,” which is more precise. The parties didn't endeavor to come; they endeavored to agree.

Why would a writer convert the crisp verb “agree” into the staid noun “agreement” and center the action on a ho-hum, all-purpose verb such as “come”? I can think of several reasons.

The author may have seen value in reporting the process. After all, parties don't just sit down and say, “We agree.” Parties negotiate, e.g.: “These are our concerns. What are yours?” Here, the parties acted in good faith, further indicating that a process was involved, i.e., good faith negotiation. From this perspective, the phrase “come to an agreement” makes sense. It fairly represents what happened.

But it misses the point. The goal was that the parties agree. The goal, not the process, is the point, and therefore the goal, not the process, should be featured:

The parties endeavored in good faith to *agree* upon an alternate solution.

More words don't carry more weight unless they embody more ideas. Sure, they take up more space and hold the floor longer, but such metrics create only the illusion of persuasiveness. The more desperate a writer is for material, the more vulnerable the writer is to the illusion that bulk is better. Bulk conceals the absence of an idea, and the writer is trapped.

Lawyers use verbiage as filler when they are unable to make a point, i.e., to identify and articulate facts, draw inferences, and integrate facts and law. One associate says that sometimes he looks at a paragraph and thinks it is too thin. It probably is, either because it doesn't make a point or because the point isn't developed. “So I end up just repeating my conclusion,” he adds.

Writers also fail to trim their prose because they give the first words out of their brain more respect than the words deserve. Because the prose is their personal creation, they embrace it. Some writers get past this, if not by the second draft then by the fifth. Others don't. They make only token edits — a tweak here, an insertion there — and they resist input from others.

Some writers say they don't have time to edit. This undervalues time as a writing tool. Time creates the distance between drafts that fosters perspective, and it provides an opportunity to revise.

Finally, some writers are simply not skilled at revising. If this is merely a fortuity of their education, they can improve if shown the way. In contrast, lawyers who consider themselves above the process (e.g., too important or too busy to edit) are lost causes. Their value will lie elsewhere.

A Second Example

The following sentence directs parties to discuss where a contract should be renegotiated:

The parties shall meet *for the purpose of determining* whether the contract should be renegotiated.

You can improve it by replacing “for the purpose of determining” with “to determine”:

The parties shall meet *to determine* whether the contract should be renegotiated.

“For the purpose of determining” puts the reader through an unnecessary pace — having to ask, subliminally, “What purpose?” (The purpose of determining). The point of the sentence is that the parties should determine something. “To determine” assumes this purpose and gets directly to the point.

Why would a writer use the ponderous “for the purpose of determining” rather than the swifter “to determine”? The same motivations as in the first example may apply: substituting bulk for substance; giving too much respect to initial thoughts;

and being unable or reluctant to edit, whether from lack of time, commitment or ability.

Speculations from my informal polling group about what value a writer might see in using “for the purpose of determining,” other than adding bulk, include the following:

- “Purpose” sounds important. Having a purpose is noble. (This is a reach.)
- It helps the reader by developing the thought stepwise, first identifying the existence of a purpose and then identifying the actual purpose. (Readers don’t need that much help.)
- The writer may have been asked specifically about “purpose.” (It’s unlikely, and “to determine” is responsive nevertheless.)

Perhaps one can conceive circumstances where “for the purpose of determining” might add real rather than faux value, but shorter is almost always better.

A Third Example

The following is another instance where a writer takes the focus off the point by turning a verb into a noun.

The parties have *acted in compliance* with the terms of the Agreement.

The point is that the parties complied, not that they acted, so the sentence should read:

The parties have *complied* with the terms of the Agreement.

If nothing is noteworthy about individual terms of the Agreement, the sentence could be shortened further:

The parties have complied with the Agreement.

One of the signals that a message has been weakened by nominalization (turning a verb into a noun) is a preposition, like “of” or “in.” The object of the preposition is the verb that has been converted into a noun.

Puzzler

In a business letter to John Smith Jr., which is correct in the salutation — Version A or Version B?

Version A: Dear Mr. Smith:

Version B: Dear Mr. Smith, Jr.:

Even though you kick yourself when you forget the “Jr.” in the inside address, don’t kick yourself for omitting it in the salutation. It doesn’t belong there. The correct Version is the one without “Jr.” ■