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Commas Enhance Clarity and Regulate the Flow of Your Writing

If used improperly, they can confuse and irritate the reader

By Kenneth F. Oettle

When anyone reads anything which he wishes to study, he does not despise the letters and punctuation marks, and call them illusion, chance and worthless shells, but he reads them, he studies and loves them, letter by letter.

— Herman Hesse, *Siddhartha*
(New Directions, Paperback, 1957, at 42)

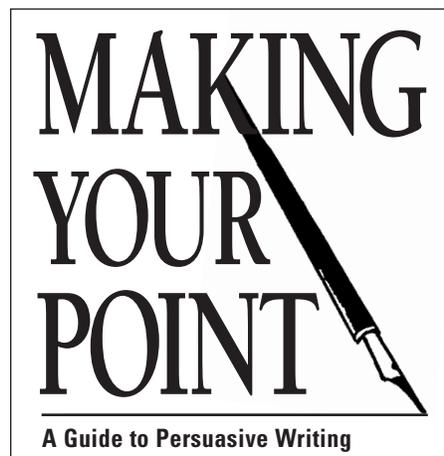
Not knowing how to use commas is like not knowing how to catch a baseball. Despite the simplicity and utility of doing it correctly, some people do it wrong anyway.

One catches a baseball by drawing the glove back as the ball approaches rather than snapping at the ball stiff-armed. This softens the impact and reduces the likelihood that the ball will bounce out of the glove. Either you know how to do this, or you don't.

It seems that people either know how to use commas, or they don't. Trying to teach this skill can be as frustrating as trying to teach someone to catch a baseball. Editing drafts doesn't seem to help, nor do principles such as

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"Use a comma to separate independent clauses connected by 'and.'" The concept of "independent clause" is meaningless to most people who misuse commas (and to many who don't), as is the term "run-on sentence."



Supplying practical reasons for the rules of punctuation may help. After all, commas are practical. They show the reader where to pause, enhancing the rhythm and clarity of the prose.

Three rules for using commas are explained below.

Rule No. 1. Precede tack-on "which" clauses with a comma.

Example:

The trial court granted the motion for summary judgment which the appellate court affirmed.

This one is a classic. I call it the "breathless which clause" because it rushes on as if the writer is overwhelmed by the importance and urgency of the message and hasn't time to catch a breath. Because "judgment" is not followed by a comma, the writer seems to be distinguishing a summary judgment motion that was affirmed from summary judgment motions that were not affirmed. This makes no sense, and the reader will eventually catch on, but not without a moment of confusion, whether conscious and palpable or subconscious and fleeting.

True, the use of "which" instead of "that" could signal that the tack-on clause is intended to modify (describe) rather than identify something in the first half of the sentence, given that the proper way to identify an item in a set is to use "that," not "which" (for example, "the dog that barked," not "the dog which barked"). But writers so frequently use "which" where they should use "that" that most readers would probably figure the "which" to be functioning like "that" and would briefly be confused because the intended message (that summary judgment was affirmed) is at odds with the alternative, albeit illogical, message embedded in the structure (that the trial court granted the motion that was affirmed). Corrected, the sentence reads:

The trial court granted the motion for summary judgment, which the appellate court affirmed.

Getting commas right is not merely an academic exercise. Readers who expect to see proper punctuation may be irritated by an apparent lack of respect for the forms, and even those on whom punctuation is lost will have to sort through the conflicting grammatical

messages. As a consequence, your writing may be perceived as substandard, and by dint of association, your argument may be perceived as substandard as well.

Rule No. 2. Use a comma when tacking on an “ing” clause that modifies rather than identifies something in the first half of the sentence:

The U.S. District Court for the Southern District of New York dismissed the complaint finding that plaintiff had failed to allege a prima facie case.

The writer meant to say the court dismissed the complaint for failure to allege a prima facie case. But without the comma, the sentence appears, at least momentarily, to suggest the court dismissed a particular complaint — the one that made a certain finding (“the complaint finding that plaintiff had failed to allege a prima facie case”). Because complaints don’t make findings, the reader will figure it out, but at the cost of time and energy. Thus, a comma is needed between “complaint” and “finding:”

The U.S. District Court for the Southern District of New York dismissed the complaint, finding that plaintiff had failed to allege a prima facie case.

Again, it is a small bump in the road for the alert reader, but bumps add up.

Rule No. 3. Place a comma between “independent clauses” connected by “and,” that is, groups of words that have a subject and a verb and could stand on their own as separate sentences.

As indicated above, lawyers have a tendency to run on as if breathless with the importance and urgency of what they have to say. Maybe they do this for effect, or maybe they fear they will lose the reader’s attention if they interrupt the flow. For example:

The attorney work product privilege is not conditioned upon litigation actually ensuing and it will be applied as long as the prospect of litigation is identifiable.

This is a run-on sentence because it runs from one independent clause to another. Readers who are trained in punctuation — and this probably includes most judges — cannot help viewing the omission of the comma as substandard. If they experience the packaging as substandard, then the message is at risk as well. In a close case, this could tip the balance.

A comma in the above sentence would tell the reader to pause and digest an important principle — that work product protection does not require actual litigation — before learning how the principle is qualified, namely, that the prospect of litigation has to be identifiable. Thus, the comma can not only serve as a talis-

man against reader prejudice, but it can aid clarity as well.

The sentence can be fixed in three ways. You can add a comma after “ensuing,” thus eliminating the run-on factor. You can add a semicolon after ensuing and drop the “and,” or you can put a period after ensuing and begin a new sentence.

I like the period because it directs the reader to stop completely and absorb the first thought before moving on. The semicolon is a nice touch, but I avoid it because many readers do not know what to make of it, and I don’t want to confuse or alienate them. Our job is not to expose readers to the finer tools of writing, merely to persuade them.

Puzzler

How would you tighten and sharpen the following sentence?

A corporation has an obligation to report all campaign contributions that it makes that are over \$100.

Reduce the phrase “has an obligation to” to “must” and remove both “that” constructions at the end of the sentence because they are implicit.

The revised version:

A corporation must report all campaign contributions over \$100. ■