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Precision Begets Persuasion

The more precise you are in support of your point, the greater the chance you will persuade

By Kenneth F. Oettle

One of the less heralded challenges of persuasive writing is the search for a better word when you already have one that seems adequate. Paradoxically, one of the most fascinating insights about persuasive writing — and for that matter, about any writing — is that fixing your attention directly on a word or phrase inevitably generates alternatives.

In the following sentence, the word “had” suffices, but you can do better.

XYZ Corp. had about forty salespersons.

“Employed” would be more precise. “Had” covers not only employees but independent contractors, leaving the legal relationship unclear. If you said in the next sentence that half the sales persons were employees, and half were independent contractors, then “had” might work. Still, it is so general that it is almost passive.

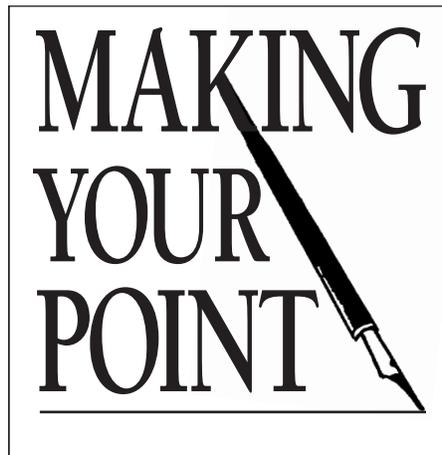
The mix of (a) facts and (b) words to describe the facts in most cases is so

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complex that we make our word choices instinctively, barely conscious of the selection. In a sense, we are out of control. But our mind is a willing machine, and if we ask it to consider alternatives, it will. Good writers continually ask their minds to find better words.

Our success in this endeavor is partly a function of the speed with which our brain sorts data and partly a function of other factors, such as love of language, exposure to good prose, and a broad vocabulary. Good judgment helps, too.

At bottom, I suspect that the most



important factor is the will to seek the best word, challenging everything.

Let’s focus again on converting a minimally descriptive word, such as “have” or “give,” to something more specific — a classic edit. Suppose, for example, that you wish to challenge the conclusions of a court-appointed expert. You begin as follows:

The Court gave its expert another task — to evaluate the strength of the relationship between the child and his grandparents.

The court did give its expert another task. But give has connotations of

conferring, benefiting or endowing. Here, the court told its expert to perform a job. The court imposed, directed, commanded. A word whose connotations align better with the court’s mandate (I almost said, blandly, “the court’s action”) is “assigned”:

The court assigned its expert another task —

Because you are challenging the expert’s conclusions, you want to emphasize that the expert failed at something. So you don’t say the trial court gave (i.e., conferred upon) the expert a task. You say the court assigned the expert a task (imposed it on him). Then you can say the expert failed to fulfill his assignment.

You might even say the court “entrusted” the expert with the task, which would allow you to suggest, though it might be overdramatic to say outright, that the expert breached that trust.

Whatever word you choose, be precise for a purpose. You aren’t paid by the Institute for Greater Precision in Legal Writing, if one exists. You are paid by a client. Everything you write should benefit the client, within the boundaries of ethics and law. If “assigned” is good for your client, then use it. If “give” is better, then use that.

Finding better words may seem easy, but it isn’t. The difficulty is brought home to you each time an assigning attorney lines out your words (you wish the edits were in blue instead of red) and supplies language of greater precision, making you wonder, “Why didn’t I think of that?”

You didn’t think of it partly because you didn’t challenge yourself. Rarely if

ever is the better word so esoteric that it would fall outside your normal vocabulary.

Granted, your principal concerns in writing a brief or memo are theme, content and organization. Only in later drafts do you feel comfortable turning to specific word choice, and by that time, you are pressured to move on to something else.

Fair enough. But know that you make a good impression when you are precise and a lesser impression when you are not. Also know — and this is a piece of gratuitous advice addressed more to your attitude than to your writing skills — assigning attorneys don't want to play the Essay Fairy, as your father and/or mother did for you in high school, when you could set aside a draft at bedtime and find it magically edited the next morning. Though every brief is, theoretically, a team effort, it is also a showcase for individual performance.

Catch yourself if you begin to ratio-

nalize that further effort is unnecessary, that the reader will basically get your point, and that time is short. The reader may get your point, but at a cost, the extent of which you'll never know. Find time to put your writing through at least one precision check, asking yourself at every turn, "Have I used the best word for my purpose here?"

Puzzler

Which is better, Version A or Version B?

Version A: The directors were willing to compromise the interests of the corporation in favor of the competing interests of the CEO.

Version B: The directors were willing to subordinate the interests of the corporation to the competing interests of the CEO.

The alliteration in the first sentence (compromise, corporation, competing) is tempting, but the word "compromise" has positive connotations, which is inconsistent with the directors' breach of duty to the corporation. The first six words of Version A cast the directors in a favorable light, albeit briefly: "The directors were willing to compromise."

To avoid sending a mixed message, even momentarily, use the neutrally connoted "subordinate," whose role is quickly given shape by the phrase "the interests of the corporation."

Also, "subordinate the interests of the corporation" is more precise than "compromise the interests of the corporation." "Subordinate" accurately states that something else will be given priority. "Compromise" could mean "weaken" or "make vulnerable" — connotations that are only partially dispelled by the phrase "in favor of." ■