

New Jersey Law Journal

VOL. CLXX – NO. 13 – INDEX 1140

DECEMBER 30, 2002

ESTABLISHED 1878

Give a Quotation a Good Introduction

A short summary guides the reader and enlists the power of repetition

By Kenneth F. Oettle

Just as a moderator introduces a keynote speaker to the crowd, you should introduce quotations to the reader. It is a golden opportunity to engage the reader and drive your point home through repetition.

The quotation below appeared in the appellate brief of a building owner who failed to make a man-lift available to an independent roofer. The roofer was injured when he used an ordinary ladder in high winds and fell. Which introduction to the quotation would you use?

Version One:

A landowner has no duty to protect an employee of an independent contractor from known hazards incidental to the contract work. As the court ruled in *Smith v. Jones*:

The landowner may assume that the worker, or his superiors, are possessed of sufficient skill to recognize the degree of danger involved and to adjust their methods of work accordingly.

Version Two:

A landowner has no duty to protect an

The author is a partner and co-chair of the Appellate Group and writing and mentor programs at Sills Cummis Radin Tischman Epstein & Gross. He invites questions and suggestions for future columns to koettle@sillscummis.com. "Making Your Point" appears every other week.

employee of an independent contractor from known hazards incidental to the contract work. To the contrary, a landowner is entitled to rely on the employee's ability to protect himself:

[Same quotation; then cite *Smith v. Jones*.]

The first version introduces the

MAKING
YOUR
POINT

A Guide to Persuasive Writing

quotation with the noncommittal "As the court ruled," leaving the reader to interpret the quotation. The second version alerts the reader to the gist of the quotation, which is an embellishment upon, not merely a restatement of, the principle that a landowner has no duty to protect employees of independent contractors from known hazards.

Writers typically use Version One, but Version Two is better. It calls attention to the ability of a contractor's employee to protect himself and the right of the landowner to rely thereon, and it shortens the languid phrase "adjust their methods of work accord-

ingly" to the sharper "protect himself." It is a legitimate rewording for effect.

Previewing quotations serves several rhetorical purposes. It induces the reader to read the quotation — which might otherwise be skipped — by providing a key to its meaning. This proffer not only helps the reader interpret the quotation, which makes the reader's job easier, but it challenges the reader to determine whether the writer's summary is correct.

If the precis is accurate, the reader will deem the writer honest and reliable. Thus, by substantively introducing the quotation, the writer increases the odds of its being read and earns a bonus in the bargain.

A substantive introduction also guides the reader through a quotation in several ways: (i) by directing attention to a particular passage; (ii) by clarifying a difficult thought; (iii) by characterizing something that could but shouldn't be read two ways, making sure the reader reads it the right way; and (iv) if you are aggressive, by characterizing a passage that could legitimately be read either of two ways. All this helps you retain control of the material.

Finally, the introduction drives the point home by repetition. First you say what the quotation will say; then the quotation says it again. If the thought is important enough to illustrate with a quotation, it is important enough to repeat and reinforce.

Not only do substantive introductions to quotations serve a rhetorical purpose, but they serve a creative purpose as well. Having to write such an introduction forces the writer to exam-

ine whether the quotation is truly helpful. If the writer cannot summarize the passage in a few words consistent with the writer's position, then the quotation may be off point. Thus, the substantive introduction serves as a self-monitoring device.

A writer may even quote from a quotation to introduce it, as in the following example from a brief on behalf of a public entity appealing an award for injuries from a fall allegedly caused by bad lighting. The public entity claimed that the absence of expert testimony on the subject of adequate lighting was reversible error. It introduced a supportive quotation as follows:

In *Polyard v. Terry*, the Appellate Division observed that an expert's opinion is "undoubtedly admissible, and usually useful" when a condition of public property is not obviously dangerous:

The opinion of an expert is undoubtedly admissible, and usually useful, when, as here, a road-surface characteristic is not so pronounced that its effect upon the control of an automobile is obvious.

Previewing the phrase "undoubtedly admissible, and usually useful" is a bit repetitious because the quotation is short, but the value of the dictum justifies the duplication.

Writers give several reasons for their reluctance to introduce quotations with more than "As the court said." They feel they can't say it better than the court and might say it wrong; they don't want to bore the reader with repetition, and they don't want to lose credibility by over-advocating. Such concerns are understandable but largely misguided.

You don't have to say it better than the court, merely correctly. You may say it wrong, but if you don't know the point of the quotation well enough to summarize it accurately, then you shouldn't be using the quotation anyway.

As for boredom, repetition in this business is generally a good thing. If you have something useful to say, don't be modest about saying it twice. You would rather the reader think, "Enough already. I get your point," than that the reader ask, "What is your point?"

The fear of over-advocacy is healthy but usually excessive, especially in novice writers. To counter it, think of the service you provide to the reader

with a substantive introduction to a quotation. In return for that, the reader will put up with a little advocacy.

Puzzler

How would you tighten and sharpen the following sentence?

After a trial which was heard over a period of seven months, the trial court found a breach of the insurance contract.

The phrases "which was heard" and "a period of" are unnecessary. So is the adjective "trial" in front of "court" because only a trial court would hear a trial. True, the case was "heard," and seven months is a "period," but both those concepts are implicit. The trial does not become any more important because it was heard, and seven months does not become any more impressive because it was a period. Assume the reader knows it was a bench trial. If not, you could say "seven-month bench trial."

The revised version:

After a seven-month trial, the court found a breach of the insurance contract. ■