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'Rather' Is an Unnecessary, Annoying Signal

In most instances, the change in direction is obvious

By Kenneth F. Oettle

Many writers who use “however” also use “rather,” an equally irritating and unnecessary announcement that the writer is about to change direction, as in the following:

The agreement did not provide that Smith had to apply for his commissions. Rather, it stated that he was to be paid automatically based on the computer printout.

Because the first sentence says the agreement did not provide that Smith had to apply for his commissions, the affirmative phrase “it stated” at the beginning of the second sentence adequately signals that the reader is about to be told what the agreement did provide. “Rather” merely duplicates the change of direction signaled by “it stated.”

The passage should read as follows:

The agreement did not provide that Smith had to apply for his commissions. It stated that he was to be paid automatically based on the computer printout.

Like “however,” “rather” tries too hard. It announces a change of direction

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that even inattentive readers will see without the extra help.

In a sense, using “rather” disrespects the reader because it suggests the reader isn’t alert enough or smart enough to spot the change in direction without a boost. It also undermines the writer’s command and credibility because it suggests that the thought in the second sentence isn’t strong enough or clear enough to signal the change of direction without a direc-

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tion-changing word.

Not only is “rather” unnecessary — it isn’t even precise. It says only that something different is coming. Having no content other than negation, it invites the reader to speculate, albeit for a moment, on the change of direction that “rather” signals. For that moment, the writer loses control.

More Examples

The following “rather” appeared in a brief seeking summary judgment against a discrimination claim brought by cabaret waitresses who said they were never

assigned to the higher-tipping tables near the stage:

Plaintiffs do not allege and cannot establish any meaningful difference in job functions based on the area of the cabaret to which they were assigned. Rather, plaintiffs’ claim is premised only on the unsubstantiated speculation that waitresses assigned to tables near the stage earn more in tips.

By the end of the first sentence, the reader has been told that plaintiffs do not allege and cannot establish a meaningful difference in job functions between areas of the cabaret. The reader then expects to be told what plaintiffs do allege. The phrase “plaintiffs’ claim is premised” at the beginning of the second sentence adequately signals that the writer is about to reveal what plaintiffs allege.

“Rather” adds nothing to the mix. The reversal of direction is handled by the phrase “plaintiffs’ claim is premised,” and the weakness in plaintiffs’ allegations is signaled by the word “only” and the phrase “unsubstantiated speculation.”

The passage should read as follows:

Plaintiffs do not allege and cannot establish any meaningful difference in job functions based on the area of the cabaret to which they were assigned. Plaintiffs’ claim is premised only on the unsubstantiated speculation that waitresses assigned to tables near the stage earn more in tips.

Consider the following comment on Rule 11 of the Federal Rules of Civil Procedure, which creates a mechanism for punishing counsel who bring baseless

claims:

This does not imply that Rule 11 is intended to abrogate an attorney's pursuit of novel legal or factual theories. Rather, it merely reflects how the rule attempts to deter litigation while encouraging creativity within the law.

The affirmative phrase "it ... reflects," contrasted with the negative phrase "does not imply," is enough to signal the change in direction. "Merely" intensifies the change; "rather" is excess.

In the following passage, the writer not only uses an unnecessary "rather" but shows a taste for the "no-no statement":

Jones is not seeking to elevate his position in the company over that of Smith. He is doing no such thing. Rather, he seeks recognition that his position as President is entitled to pay equal to that of Smith as CEO.

I am not sure why writers insert statements like, "He is doing no such thing," a gratuitous negation that I call a "no-no statement." It may generate from fear that unless the writer intensifies the negation in "Jones is not seeking," the

reader may think the writer doesn't really believe that "Jones is not seeking." Maybe the writer reasons that anyone can say "not," but six more words of negation ("He is doing no such thing") will persuade the reader that the writer is sincere.

In any case, "rather" is unnecessary. The statement in the first sentence that Jones does not seek to elevate his position in the company leads the reader to expect that the second sentence will reveal what Jones does seek. When the second sentence predictably makes the affirmative statement that Jones "seeks recognition," the contrast is adequately drawn. "rather" is not missed in the rewrite:

Jones is not seeking to elevate his position in the company over that of Smith. He seeks recognition that his position as President is entitled to pay equal to that of Smith as CEO.

Puzzler

How would you tighten and sharpen the following sentence?

A fee agreement is always advisable, as it will usually clear up misunderstandings that may arise.

"As" is substandard in a causative role. Use because. Delete the comma because subordinate clauses generally are not preceded by commas. Here, the comma would slow the pace, making the reader wait to learn why fee agreements are advisable.

The concluding phrase "that may arise" may seem implicit and therefore expendable, but it differentiates later misunderstandings from pre-agreement misunderstandings. I would retain the concept but shorten "that may arise" to "later." If you use "later," then use "resolve" rather than "clear up" to avoid the ambiguous combination "clear up later" (like weather) in the phrase "clear up later misunderstandings."

If you wish to include misunderstandings that precede the fee agreement as well as those that follow it, then drop "later." In either case, drop "usually." Though the appearance of "always advisable" and "usually resolve" in the same sentence is not illogical, the apparent inconsistency may bring the reader up short.

The revised version: Fee agreements are always advisable because they resolve later misunderstandings.

Alternate version: Fee agreements are always advisable because they clear up [resolve] misunderstandings. ■