New Jersey Law Journal

VOL. CXCVIII - NO.3 - INDEX 231 OCTOBER 19, 2009 ESTABLISHED 1878

When Acknowledging a Mistake, Highlight The 'Fix' If You Have One

Tailor your apologies to the circumstances

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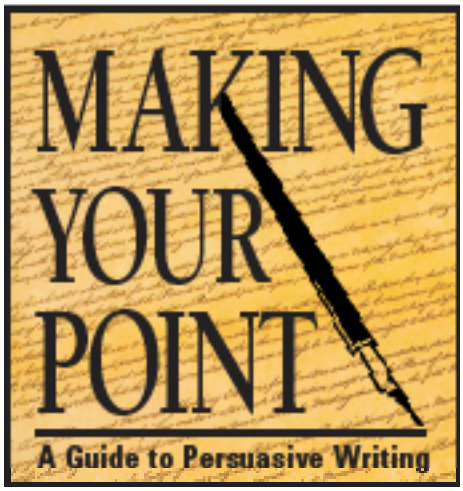

When we write e-mails to acknowledge minor mistakes, such as forgetting to attach a document or sending a document with a missing page, we have a choice of beginning the e-mail by identifying the mistake or by letting the recipient know that the mistake has been corrected. I prefer the latter approach.

Suppose you e-mail a PDF of an article to a client. One page of the PDF was badly smudged during scanning, and you failed to catch the error before the document went out. In supplying a corrected version, you write:

> Page 16 of the article about X that I sent yesterday was inadvertently smudged. A replacement PDF is enclosed. Sorry for any inconvenience.

The e-mail begins by telling the reader that the writer did something wrong ("Page 16 …was inadvertently smudged"). On the theory that beginning on a positive note is better, I would present the fix first, then acknowledge the mistake, and then, if appropriate, apologize, possibly with an explanation if the offense was serious. The approach is more assertive:

> Enclosed is a replacement for the article about X that I sent yesterday. Page 16 of the PDF was smudged. Sorry for any inconvenience.

This version begins by telling the reader that the problem has been fixed ("Enclosed is a replacement …"). Only then, after the reader has been assured that what was amiss has been corrected, does the writer note the error, thus subordinating the mistake to the fix. As one of the members of my Internal Polling Group advises, "Don't highlight your mistake."

I removed "inadvertently" from the revised version because an excuse for such a minor oversight may demean the writer and because the cliché "inadvertently" makes the message look rote and thus impersonal. If you are comfortable with the recipient(s), drop "inadvertently."

When you are assertive, you appear in control, and you suggest to your reader that your focus is on getting things right rather than worrying about having made a mistake. This is why you should, in most cases, state that you have fixed the error before you call attention to it.

The analysis might be different if you were writing to a judge. There, the need for respect (we do sign letters to the court with "Respectfully yours") might override the benefit of immediately telling the court that the problem has been solved. If you come on too assertively (e.g., "Enclosed is a replacement…"), the court might think you are presuming on its good offices.

Both of the above versions include an apology to show respect after having shown disrespect by being sloppy. I recommend it, but some members of my Internal Polling Group disagree. They say that the smudge on Page 16 of the article is too minor to require an apology. ("No true apology is needed because no real harm is inflicted.") Others members say that one should always apologize. ("An apology is necessary; it's just courteous and gracious.")

Like lines of case law that appear to diverge but can be reconciled, these differences can probably be explained, at least in part, by the kinds of clients envisioned, whether cordial and accommodating or critical and unforgiving. Tougher clients require more delicate handling.

In all instances, the language should be appropriate to the writer's relationship with the reader and the severity of the offense. The more informal the relation-

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ship, the less the need to apologize. The more serious the offense, the greater the need to apologize. For a very serious mistake, you may have to explain why it happened so the reader can have confidence that it won't happen again.

Taking Responsibility

Sometimes mistakes do not involve a fix. For example, you lose track of an e-mail to which a document was attached, and you have to ask the client to send you another copy. If you are a supervisor, you can "have someone" request a replacement and thus avoid the mea culpa, but most of us, given that the pyramid is broader at its base, have to deal with our mistakes.

With no fix to report, you just fess up:

> I seem to have lost track of your e-mail attaching the draft of 10/17. Can you send me a replacement? Sorry for the inconvenience.

In the alternative, make your request up front to show that you are task-oriented, and maybe you don't even have to apologize:

> Can you re-send your e-mail of 10/9 attaching the draft of that date? I misplaced my copy. Thanks very much.

Don't call more attention to your mistake than you have to. Get to the point, and get what you need.

Reporting Bad News

Sometimes you don't make a mistake, but you have to report bad news. The same principles apply as in having to acknowledge a mistake. Be assertive rather than defensive.

Suppose your task was to call opposing counsel to discuss dates for settlement talks. When you called, you were told that counsel was on a conference call. He did not get back to you by noon, so you followed up with an e-mail. He still did not get back to you by the end of the work day, so you consider e-mailing the following to your assigning attorney:

> I was unable to reach John Jones because he was on a conference call, but I left a message that we were looking to set dates for a settlement meeting, and I followed it up with an e-mail. I have not heard from him.

This is pretty good, but "I was unable" connotes weakness. Try this instead:

> John Jones was on a conference call when I called, so I told his assistant that we are looking to set dates for a settlement meeting. When I hadn't heard from Jones by noon, I followed up with an e-mail. He has not returned my call or my e-mail.

The second version says the same thing as the first, but the tone is more assertive. Instead of beginning with "I was unable," you begin with Jones's unavailability, and then you report something positive that you did ("I told his assistant"). Also, instead of saying that you "haven't heard" from Jones, you say that he hasn't responded, placing the focus of nonperformance on him rather than on you.

Is all this thinking about small variations in simple e-mails worth it? I think so. Even minor mea culpas contribute to the brick-by-brick construction of your relationship with your reader.

Puzzler

How would you tighten and sharpen the following sentence?

> In every contract there is an implied covenant of good faith and fair dealing precluding each party from doing any act which would preclude the other from receiving the benefits of its contract.

Hint: Think of a synonym for "precluding."

Drop "there is," which adds nothing, and add a comma after "every contract," allowing you (i) to use an active verb (e.g., "an implied covenant … precludes") and (ii) to get rid of the awkward sequence, "dealing precluding." Then, instead of "precludes," use "prohibits," which is more precise because it has stronger legal connotations and weaker physical connotations.

"Prohibits" also provides variation because you use "preclude" later in the sentence, and it avoids inconsistency because the connotations of the second use of "preclude" are physical rather than legal.

Replace "any act" with "anything" because inaction as well as action could, theoretically, breach the implied covenant. Change "which" to "that" for better usage and change "its" to "the" because the contract does not belong to either party.

> **The revised version: I**n every contract, an implied covenant of good faith and fair dealing prohibits each party from doing anything that would preclude the other from receiving the benefits of the contract. ■