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Maintain the Flow with Echoes from the Prior Sentence

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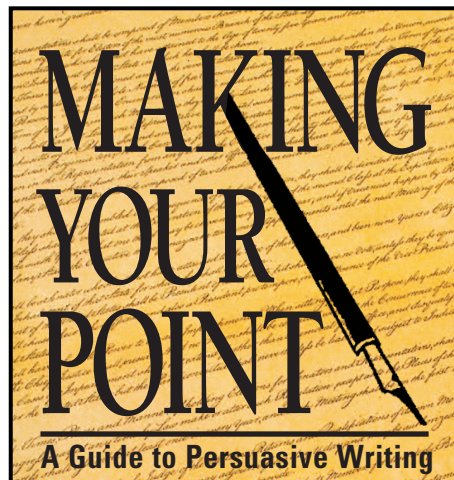
Transitions are essential to persuasive writing. They sustain, or at least create the illusion of, a logical flow. You might think they would be easy to shape, given how naturally they emerge in speech (“How was your weekend?” “Great! First we went ...then we saw ...[and so on]”). But they aren’t. Writers struggle with them and often end up with “choppy” prose.

One source of weak transitions is the seductive practice of creating a paragraph from an amalgam of dicta rather than by reshaping the dicta or using one’s own words. Some writers sort excerpts from judicial opinions like pieces of a jigsaw puzzle, looking for a fit, rationalizing that because each sentence bears the imprimatur of a court, each will fit neatly into a coherent whole if only the writer can discover it.

Such copy-cat collages remind me of the term paper process in grammar school, where we recorded information from a reference source onto index cards, sorted the cards, created an outline, and then wrote a report consisting almost entirely of other people’s words. Unfortunately for writers who are reluctant to take control of their prose, the trick to maintaining continuity isn’t to find the best mix of other people’s words but to ask yourself what your point is. If you can articulate your point, you can probably present it in your own words.

Suppose you represent a developer

who was promised sewage treatment capacity by a municipality in a formal, written contract approved by the town’s governing body. The municipality then reneged, adopting a resolution awarding the capacity to another developer. In support of your application for injunctive relief, you invoke the implied covenant of good faith and fair dealing, buttressing it with consecutive quota-



tions from published opinions:

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. [Citation #1]. “Municipalities, like individuals, are bound by principles of fair dealing.” *Id.* Indeed, “there

is a moral principle that a government which would encourage fair dealing in private transactions should insist upon nothing less of its own agencies.” [Citation #2].

The flow isn’t terrible, but it’s imperfect because the second sentence doesn’t connect seamlessly to the first. (For this exercise, we’ll put aside our distaste for “there is,” “indeed,” “which” used for “that,” and the awkward sequence, “dealing precluding.”)

The first sentence is about three things: an implied covenant, parties and an obligation. For continuity, the second sentence should begin with a reference to one of the three things, not to a fourth item previously unmentioned — municipalities. Abrupt shifts jar the reader.

The writer struggled with the transition because he built the paragraph by stringing together quotations. The first sentence is essentially a quotation, and the second and third sentences are verbatim recitations that link municipalities to the duty of good faith and fair dealing. The second sentence interrupts the flow because it begins with a subject — municipalities — not mentioned in the first sentence.

You can improve the continuity by paraphrasing the first quotation (the second sentence) instead of presenting it verbatim, which binds you to the court’s word order. Reverse “municipalities” and “individuals,” bringing the person, rather than the town, to the beginning of the sentence as a link to “each party” in the first sentence:

In every contract there is an

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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. [Citation #1]. *Like individuals, municipalities are bound by principles of fair dealing. Id.* Indeed, “there is a moral principle that a government which would encourage fair dealing in private transactions should insist upon nothing less of its own agencies.” [Citation #2]. [Emphasis added].

This is only the first step in the revision process — reversing the order of “individuals” and “municipalities.” For a better link to “party” in the previous sentence, change “individuals” to “private parties,” echoing the word “party.” The phrase “private parties” also provides a nice contrast with the word “municipalities” in the same sentence because municipalities are public entities (as opposed to private parties).

If you allow yourself to think outside the box of the quotation (i.e., beyond not only the quotation but the paraphrase of the quotation), you can further improve the flow:

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. [Citation #1]. *Contracts with municipalities are no exception....*

The new transition (“Contracts with municipalities are no exception”) tightens the bond with the first sentence because “contracts with municipalities” is a subset of the group “every contract,” which begins the first sentence, and because the new sentence immediately addresses the reader’s likely concern — whether municipalities, like private parties, are bound by the implied covenant of good faith and fair dealing.

Having changed the subject of the second sentence to “contracts,” you can no longer begin the third sentence with “Like private parties” because the reader would expect the word “contracts” to follow (“Contracts with municipalities are no exception. Like private parties, contracts [are bound...]). The phrase “contracts are bound” would make no sense. Instead, begin the third sentence with a link that will guide rather than misguide:

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. [Citation #1]. *Contracts with municipalities are no exception. Principles of fair dealing bind municipalities as they bind private parties. Id.* Indeed, “there is a moral principle that a government which would encourage fair dealing in private transactions should insist upon nothing less of its own agencies.” [Citation #2].

“Principles of fair dealing” harks back to “good faith and fair dealing” in the first sentence and presages “moral principle” and “fair dealing” in the concluding sentence, strengthening the link at both ends.

As a reader, you crave continuity. If the flow is interrupted, you suspect the story has gaps. The intent of this column is to alert you to a common situation in which your prose may lack continuity — that is, where it’s not really your prose.

Puzzler

How would you improve the opening of the following sentence?

As we have closed our plants in Kentucky and Alabama, we no longer produce that product.

“As” should not be used in a causative role because of its temporal connotations. Though some readers (regrettably) cannot sense that “as” in a causative role is substandard, many can, and of those, some find it distasteful if not offensive.

Beginning the above sentence with because would not be substandard, but some readers (regrettably) think that sentences should not begin with because. The following solution avoids both issues:

The new version:

Having closed our plants in Kentucky and Alabama, we no longer produce that product. ■