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Place 'Only' As Close As Possible to the Limitation It Signals

Follow the grammatical form for clarity and for appearances

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A classic grammatical rule is that “only” should be placed as close as possible to the word or phrase it modifies. *Merriam-Webster’s Collegiate Dictionary*, 11th Ed., p. 867. Because I don’t know what “modifies” means in this context, I interpret the rule to require that “only” be placed as close as possible to the limitation it signals, as in the following:

Assault firearms can be sold *only* to a licensed retail dealer.

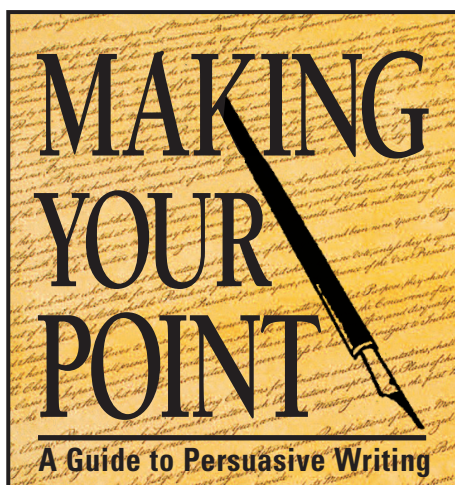
The limitation signaled by “only” is that licensed retail dealers — a discrete set — are the only persons to whom assault firearms can be sold. The following alternative phrasing would be considered substandard:

Assault firearms *can only be sold* to a licensed retail dealer.

This placement of “only” creates ambiguity. As our high school English teachers would likely have asked, “Did you mean that assault firearms can’t be *loaned* or *leased* to a licensed retail dealer, that they can only be *sold*?”

If you don’t intend to focus on the

functions performed on assault firearms (i.e., that they can be sold but not loaned or leased), then don’t place the limiting signal “only” in front of the function. It misdirects the reader



because “only” is a signal that something (i.e., the function) is about to be limited. Because you mean to limit the class of persons to whom the firearms can be sold, place “only” in front of that class of persons (“... only to a licensed retail dealer”).

When you are speaking rather than writing, your tone, timing and gestures can resolve the ambiguity created by

the placement of only, which is why the “misplacement” of that word is generally not offensive in common speech. But in writing, you and the reader are stuck with the grammatical signals you send.

Here is a similar example:

A law enforcement officer may *only* search a home if the officer is faced with exigent circumstances or has obtained the homeowner’s consent.

You don’t intend to focus on the functions a law enforcement officer can perform on a home (e.g., search it, quarantine it, impound it, or dust it for prints). You intend to limit the circumstances under which an officer can search the home:

A law enforcement officer may search a home *only* if the officer is faced with exigent circumstances or has obtained the homeowner’s consent.

When you misplace “only,” the reader has to expend energy to eliminate gratuitous alternative meanings. Consciously or unconsciously, the reader will know this energy drain resulted from your mistake. If the reader is a grammatical conservative (or worse, a curmudgeon), the reader may find the colloquial phrasing to be low class.

Where would you place “only” in the following sentences?

The computers were large, expensive mainframes that could only be used by specialists. [They couldn’t be sold, bartered or dismantled by specialists?]

ABC Corp. only began ship-

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ments of product after XYZ Co. wrote several threatening letters. [ABC Corp. didn't interrupt, increase or modify the shipments?]

A gambling device can only be deemed contraband if it is illegally possessed or if it is used in illegal gambling. [It can't be deemed something other than contraband?]

Better placements are as follows:

"... only by specialists."

"... only after XYZ Co. wrote ..."

"... only if it is illegally possessed ..."

An Exception to the Rule

Most rules of grammar and usage aren't made to be broken, but you may wish to break this one — that is, to misplace "only" — if you wish to place particular emphasis on the fact of limitation. Consider the following alternatives:

A. Shifting the cost of e-mail recovery to the requesting party should *only* be considered where the production would be unduly expensive to the responding party.

B. Shifting the cost of e-mail recovery to the requesting party should be considered *only* where

the production would be unduly expensive to the responding party.

The difference between A and B is the placement of "only." B is technically correct, but A seems stronger if you don't want the reader to think even for a moment that cost-shifting is favored. The reader might have such a thought, albeit briefly, if you leave intact the following sequence: "Shifting the cost ... should be considered."

To interrupt that sequence, place "only" in front of, rather than after, "be considered," as in alternative "A." In balance, the benefit from emphasizing the limitation may outweigh the risk that the reader could react adversely to the nonstandard grammatical form.

Lawyers do not use good grammar for the sake of tradition. They use it to achieve clarity and to convey a sense of competence. Though the word "only" is usually placed as close as possible to the limitation it precedes, the rhetorical purpose of emphasizing that limitation might support a deviation from the rule.

Puzzler

Which is correct, Version A or Version B?

Version A: The company agreed to respond "forthwith."

Version B: The company agreed to respond "forthwith".

The convention in this country is that periods and commas go inside the quotation marks, and semicolons,

colons, question marks and exclamation points go outside the quotation marks. For example, as to periods and commas:

Plaintiff said, "The light was red."

"I promise to pay," said the defendant.

The inside-outside rule does not change if the quotation is just a word or phrase rather than a full clause. Periods and commas still go inside the quotation marks:

The company agreed to respond "forthwith."

The test is one of "reasonableness," as the Court noted.

In contrast, semi-colons and colons go outside the quotation marks:

Defendant called the event "a minor setback"; it was actually devastating.

He claimed two "injuries": a strained wrist and damaged pride.

This is also the rule for question marks and exclamation points:

Was he the company's "agent"? He actually called his boss a "stupid jerk"!

If you are quoting a question or an exclamation, then the punctuation goes inside the quotation marks:

Plaintiff asked, "Will you provide all my requirements?"

She exclaimed, "Look out!" ■