

New Jersey Law Journal

VOL. CXCI – NO. 9 – INDEX 692

MARCH 3, 2008

ESTABLISHED 1878

Avoid Double Negatives Because They Tend to Confuse

Positive statements are easier to grasp

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In grade school, our teachers told us not to use “double negatives.” They said that two negatives “make a positive” (“If you don’t want *no* popcorn,” they said, “that means you want *some* popcorn.”). I accepted their wisdom.

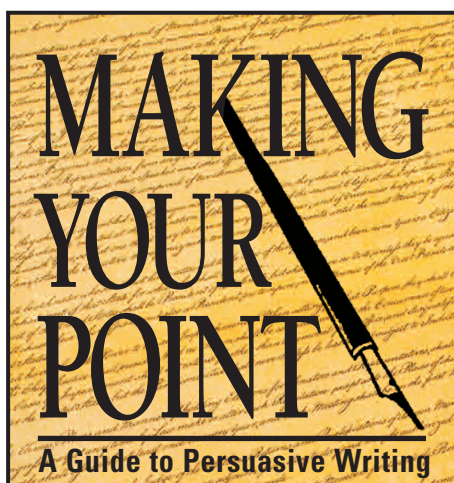
My grandmother, on the other hand, who had some grade school but not much, regularly used double negatives, as in “I don’t need *no* presents,” or “I don’t want *no* dessert,” blatantly violating the grammatical proscription and discomfiting me and my sister. Nevertheless, we easily understood her double negatives, just as we understood, or thought we did, Mick Jagger’s well-known lament, “I can’t get *no* satisfaction.”

Ironically, lawyers — who should know better — often write sentences with multiple negatives that don’t offend grammatical rules but do boggle the mind. For example:

The basic principle is that *no stay* is to be granted unless *no hardship, prejudice or inconvenience* would result to the one against whom the stay is sought.

The consecutive “no’s” are troublesome (no stay, no hardship), and, to a lesser degree, so is the idea of a stay depending on “no prejudice.” Typically,

a party seeking a stay has to show prejudice (irreparable harm). But a functional carve-out from this sentence says, counter-intuitively, “no stay ... unless ... no prejudice.” (By “functional carve-out” I mean a segment of a sen-



tence that may inadvertently deliver a message independent of, or even contrary to, the main message of the sentence.) I have to think twice about whose prejudice is at issue, and the consecutive “no’s” make sorting it out even more difficult.

Readers balk at sequential negatives, perhaps because comprehending a negative requires double work. Before a reader can grasp the negative, the reader has to envision the positive (e.g., stay, hardship), given that the negative

is merely the absence of the positive (*no stay; no hardship*). Consequently, the phrases “no stay” and “no hardship” each require the mind to perform two functions (four total), that is, to think stay and then no stay, hardship and then no hardship.

This, in any case, is the theory. You don’t have to know why multiple negatives are hard to understand to experience difficulty in comprehending them.

The sample passage would read more easily if you drop one of the negatives:

The basic principle is that a stay *should be granted* only if no hardship, prejudice or inconvenience would result to the one against whom the stay is sought.

The positive phrase “a stay should be granted” has been substituted for the negative phrase “no stay is to be granted.” The meaning hasn’t changed, and the glass is still half empty (i.e., stays are granted only under limited circumstances), but the concept of limitation is now provided by the word “only.”

Let’s try another example:

These are not the actions of an entity *that does not respect* contract rights.

Double “nots” can tie a reader in knots. The point of the sentence is that the entity whose actions are under scrutiny respects contract rights. This can be conveyed more directly with, paradoxically, another form of negative — the prefix “dis”:

These are not the actions of an

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entity *that disrespects* contract rights.

In the revised sentence, one doesn't have to unpuzzle consecutive "nots." The verb "disrespects" conveys the concept.

Sometimes a gratuitous negative is just a flourish, as in the following sentence from a judicial opinion:

We do not disagree that criminals should not profit from their misdeeds.

"We do not disagree" has an air of erudition, but coupled with a second "not," it is hard to follow. For clarity, look to agree rather than disagree:

We agree that criminals should not profit from their misdeeds.

Let's consider one more example of two negatives in sequence:

ABC Corp. *won't want* to make a contract with a company *that is not doing business*.

Upon rereading, one readily extracts the meaning despite the consecutive negatives (won't and not), but readers shouldn't have to reread. They resent the extra work. You can make the sentence not only more accessible but also more useful — that is, it can carry more information — by specifying whether the business of the potentially contracting party has yet to begin, has been inter-

rupted, or has ceased:

ABC Corp. won't want to make a contract with a company ...

... that has yet to do business.

... whose business has been interrupted.

... that has ceased doing business.

"Has yet" is a form of negative, but not as stark as "not."

Beware the Triple Negative

Two negatives are tough. In the following sentence, the writer used three:

A claim of mutual mistake would fail because ABC Corp. *has offered no evidence* that XYZ Co. *was unaware* that the contract *did not embody* their agreement.

This sentence is practically incomprehensible, partly because it deals with a difficult subject — mutual mistake — but mostly because it contains three negatives ("offered no evidence ... was unaware ... did not embody").

The point seems to be that the contract cannot be voided for mutual mistake because (a) the doctrine requires both contracting parties to be wrong about the same material assumption, and (b) the contract said exactly what XYZ Co. meant it to say. Therefore, XYZ Co. wasn't *unaware* of anything, as required

by the test for mutual mistake.

I am not sure how to fix the sentence, if I would use it at all. When stymied, I tend to call a spade a spade, so I might write this:

A claim of mutual mistake would fail because ABC Corp has offered no evidence that the contract said anything other than what XYZ Co. meant it to say.

In sum, multiple negatives tend to be hard to understand and relatively easy to recast. Watch for the editing opportunity.

Puzzler

Which is correct, Version A (using "is") or Version B (using "are")?

The amicus curiae *is* John Smith, individually and as representative of several individuals.

The amicus curiae *are* John Smith, individually and as representative of several individuals.

In Latin, *amicus* means "friend." "*Curiae*," the genitive case of the Latin word *curia* (court), means "of the court." John Smith serves as a friend of the court both individually and as a representative of others, but he is only one person. Thus, Version A is correct. ■