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Look for Opportunities To Delete ‘Any’

The intensifier is usually gratuitous

By Kenneth F. Oettle

When I dictate memos and briefs, my first drafts invariably contain the quantifying adjective “any.” I insert it reflexively, not consciously. It just comes out. Maybe I am afraid of failing to cover all bases, as contract clauses try to. Consider this typical clause from a confidentiality agreement:

No party shall disclose *any* confidential information received from the other party in *any* manner whatsoever, in whole or in part, to *any* person or entity.

Ultimately, I delete nearly all the “any’s” from my drafts because they seem to make the writing strident, and for the most part, they aren’t needed. Take this example from a brief arguing that a claim for royalties was excessive:

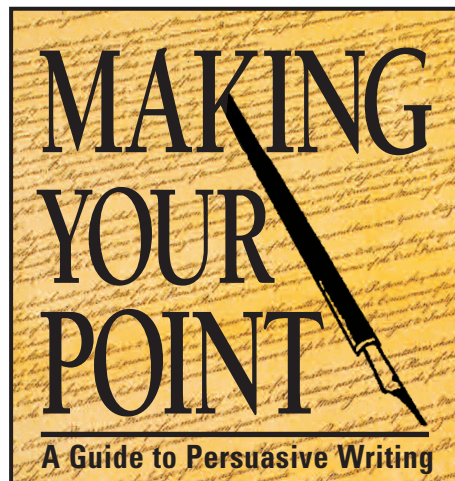
The License Agreement did not provide for any royalties beyond those specified in Section 6.

The writer was evidently seeking to emphasize the limited scope of the royalties. He argued, in effect, that the agreement didn’t merely fail to provide for royalties outside Section 6 — it failed to provide for “any” royalties outside Section 6. I asked the author if he

thought that “any” added value.

“It adds emphasis,” he said.

Emphasis is good, but gratuitous intensification is not. In the foregoing example, “any” interrupts the otherwise compact thought that the agreement



“did not provide for royalties.” The same message can be delivered, less the effortful overlay, without “any”:

The License Agreement did not provide for royalties beyond those specified in Section 6.

The author was concerned that if he didn’t say “*any* royalties,” the reader might think he wasn’t fully committed to his position. In his view, “any” elevated the sentence from mild assertion to forceful argument.

It didn’t. “Any” interrupted the

thought and merely gilded the lily. The limitation on the royalties is conveyed by the word “not.”

Granted, most writers gild this particular lily. Some admit under questioning that “any” doesn’t always help (actually, it usually doesn’t help), but they insert it just in case. Others say, defensively, “I just think it adds emphasis.”

To some degree it does, but the interruption and the gratuitous intensification often subtract more value than the emphasis adds. Consider these examples:

Smith decided not to give Jones *any* more work under the contract.

None of the assumptions are based on *any* empirical data.

ABC Corp. never provided *any* additional documents in discovery.

The parties deferred *any* further agreement on the marketing plan.

In each sentence, limitation is conveyed early (by not, none, never or deferred), and “any” is interposed between the action and the key fact, thus delaying the point. (The key facts are more work, empirical data, additional documents, and further agreement.) As an obvious attempt to add emphasis, the “any’s” place the focus, albeit briefly, on the writer rather than the point. In each sentence, “any” can be dropped with little or no loss of emphasis and with material gain in flow and focus (e.g., “ABC Corp. never provided additional documents in discovery.”)

Sometimes “any” can be replaced with “a” or “an,” as in the following:

Nothing in the agreement provides

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for payment of *any* subsidy. [Better: “a subsidy”]

He did not use the customer list for *any* improper purpose. [Better: “an improper purpose”]

The expert did not perform *any* independent analysis. [Better: “an independent analysis”]

In the foregoing sentences, sufficient limitation is provided by “Nothing,” “did not use,” and “did not perform.” Adding “any” makes the writer appear to be trying too hard.

Sometimes, “any” does work, though less often than writers think. For example, it can represent total failure to perform, as in:

Defendant hasn’t paid *any* of the amounts owed.

XYZ Corp. is not entitled to payment on *any* of the outstanding invoices.

Suppose that an insurance company wishes to establish that an entity claiming its premiums were too high had ample opportunity to cancel the policy:

The policy holder could have cancelled its policy for *any* reason within ten days of the policy being issued.

“Any” suggests that the policy hold-

er neglected to take advantage of a world of opportunity. Thus, it adds value. Similarly, in the following sentences, “any” helps characterize the strictness of a document retention program or the importance of using a script in a telemarketing campaign:

Looking to avoid *any* accusation of spoliation, the company established strict protocols to prevent the inadvertent destruction of relevant documents.

Adherence to the script is important in *any* telemarketing campaign.

As a rule of thumb, take out “any” if the sentence makes the same point without it.

“Any” is a kind of low-grade disease we all carry but don’t know we have. It suffuses our work. The word is less offensive than some intensifiers, for example “indeed,” but it is neither fact nor argument, and the emphasis it adds is only sometimes a net plus.

As an experiment, pull a brief by another lawyer from your document retention system and search for the word “any.” You may be surprised at the number of times it appears.

Puzzler

Which is the better placement of the

acronym “CREDO”?

Version A: The court ordered ABC Corp. and its attorneys to participate in a comprehensive Case Review and Enforcement of Discovery Obligation (CREDO) program.

Version B: The court ordered ABC Corp. and its attorneys to participate in a comprehensive Case Review and Enforcement of Discovery Obligation program (CREDO).

This is a tough one, and I don’t particularly like the answer. The operative guidelines are (1) that the shorthand reference be placed next to what it represents and (2) that the prose flow. In this example, the guidelines conflict. The former supports Version A, and the latter supports Version B.

When I first read Version A, I experienced “program” as an afterthought. It surprised me, and I had to reread the sentence. Nevertheless, Version A is the better formulation because CREDO is an adjective, not a noun. One doesn’t participate in a CREDO. One participates in a CREDO program. The convention of placing an acronym next to what it stands for dominates even the important goal of fluidity. ■