

Litigation #25

A Quiver of Punctuation: How to Handle Two Clauses in One Sentence

Almost none of us were taught how to deal with two clauses in the same sentence. The reason is clear enough: At the age when we were still young enough to be taught writing, we were not yet intellectually developed enough to have a need for multi-clause sentences; but by the time we had matured enough to have complex thoughts, there was no one around to teach us how to deal with complex writing.

A writer's lack of control over multi-clause sentences will, over the course of a whole document, slowly fatigue and mystify a reader. While the text might be error-free, and the words legally appropriate, something else will be constantly numbing the reader. Legal readers have long accepted the sad news that legal writing must, by the nature of the subject matter, be difficult to process. But that sad news is bad news: Legal prose can flow and shine if the writer knows how to send the correct reading instructions, letting readers know how the moving parts are intended to be coordinated. Many of those instructions have to do with punctuation.

We were taught to fear punctuation: Those marks were the dots and squiggles that we could get wrong, invoking teacher's disapproval. They set us all a quiver. They seemed to have a life of their own, in which we played the role of indentured servants. It should have been otherwise: We should have been taught to regard the punctuation marks as tools with which we can control how readers will go about making sense of our prose. In our struggle to conquer the art of communication, we should have been taught to consider those punctuation marks as arrows in our rhetorical quiver. Punctuation, if effectively used, tells readers how to solve two constantly recurrent interpretive problems: (1) Which words should they be reading with extra emphasis because of their importance; and (2) how they ought to connect two clauses in the same sentence to

each other. This essay offers solutions to both of those problems – problems that afflict almost all legal writers.

How can a writer indicate to a reader which words in a sentence to emphasize the most? It would be nice, would it not, if we could print the most important words in red: then everyone (except the color-blind) would see the red words approaching, would crescendo to them as a climax, and then decrescendo to the end of the sentence. But the powers that be won't let us print things in red on a regular basis. However, we have something just as good: It has to do with location. Readers naturally tend to stress any material that arrives just as the grammatical structure of the sentence comes to a full halt. That halt occurs at the arrival of any properly used period, colon, or semi-colon. (It can never occur at a comma.) I call that location a “stress position.” Punctuation marks are reading instructions: These three (. : ;) instruct to readers to stress the words which precede them.

That is the first of our two problems. On to the second, which I call “the main clause first” problem. As we shall see, any sentence that begins with a main clause that has no period, colon, or semi-colon at its end causes interpretive problems for the reader. Punctuation informs readers what kind of connections to make between two clauses.

In case your school did not teach grammar, let me define some important grammatical terms: (1) A “clause” contains a subject and verb; (2) a “main clause” is one that can stand by itself as a sentence; (3) any clause that cannot stand by itself as a sentence I call a “qualifying clause.” The distinction is important: Readers value the information in a main clause more than the information in a qualifying clause.

I present here a typology of two-clause sentences that should take care of 95% of your two-clause needs. It addresses both problems – the stress

position problem and the main clause first problem.

In these examples, gathered at random from legal texts, I am taking over the role of the author. As a result, I know what the sentence is intended to mean. If you come up with some alternate meaning, you are wrong. I am the author. I know what I intended to say.

Here are examples of four types of two-clause sentences, all sounding long and burdensome. Their length turns out not to be the problem; rather, the problem is their grammatical structure. The (a) versions of the four examples present four different types of problems; the (b) versions attempt to solve them – without decreasing length by a single word.

Type #1 Example:

- 1a. *Since this is inevitably so, it is obvious that we can formulate no definite rules, but we should be sure to mention some frequently occurring and significantly limiting factors.*

What, aside from its seeming lengthiness, is the problem with this example sentence? The first clause (printed in italics) is a main clause: Thus, it can stand by itself as a sentence. At the end of this clause, the reader is challenged by a difficulty that almost no one recognizes consciously, but by which almost everyone feels confused. In ending the main clause with a comma, I, as author, have sent the reader two conflicting instructions: (1) This is a main clause, which, because it could stand by itself as a sentence, clearly contains something stress-worthy – so please stress something; and (2) there is no stress position here, because a comma is incapable of producing one – so don't stress anything. There you have it – one instruction invites you to stress something, and the other forbids it.

What to do? It is now up to the readers to decide on their own

whether or not to stress something in this first clause. That in turn means that the readers' mind must now be traveling backwards to review *how* to “perform” that first clause. Which of these – or which combination of these – should be stressed?? – “inevitably so”? “obvious”? “no definite rules”? – or, as the comma instructs us, none of the above? This is the problem I refer to as “main clause first.”

As the author, I am re-reading this sentence to determine whether it is in need of revision. I decide that I had not done the job well. I now think that (a) the first clause needs a stress position for “no definite rules,” and (b) the second clause attends to an altogether separate matter. How, then, can I send *both* these instructions to my readers with security and ease?

All I need do is pull from my punctuation quiver a mark that solves both problems. We call that mark a “period.” Watch:

- 1b. Since this is inevitably so, it is obvious that we can formulate no definite rules. However, we should be sure to mention some frequently occurring and significantly limiting factors.

Both the (a) and (b) versions contain 29 words; but the burden on the reader has been lifted. We stress “no definite rules”; and we take a fresh breath before dealing with the “however” clause.

Type #2 Example:

(Fact situation: A boat-owning defendant has damaged a dock-owning plaintiff's property in a storm to avoid the boat being destroyed.)

- 2a. These factors often have a bearing on the solution, for example, when it is clear that the innocent promisee need not sacrifice compelling interests of his own to reduce the defaulter's loss.

Once again, this (a) version seems long and burdensome. Once again the first clause is a main clause – with no punctuation at its end to create a stress position. Though this may seem the same problem as #1, it is not.

As author, in reviewing my sentence, I realize that I did want the reader to stress something in the first clause. I also perceive that the two clauses relate to each other by the second one providing an example of the first. In such a case, how can I signal both of these things to my readers? Again I need only a single mark of punctuation – the colon. A colon promises that the rest of this sentence will either restate the first half or exemplify it.

- 2b. These factors often have a bearing on the solution: Such is the case when it is clear that the innocent promisee need not sacrifice compelling interests of his own to reduce the defaulter's loss.

Now readers know to stress “a bearing on the solution.” Now readers know to expect a restatement or an example.

Type #3 Example:

(The fact situation is the same as above.)

- 3a. This is not a case where, because of an act of God, the infliction of the injury was beyond the control of the defendant, but is one where the defendant prudently availed himself of the plaintiff's property for the preserving of his own, more valuable property.

Similar to the previous examples, this one, again long and unwieldy, begins with a main clause which does not end in a stress position – again producing the “main clause first” problem.

Again, in reviewing my sentence, I decide that the first clause is indeed in need of a stress position. In addition, I recognize the relationship between the two clauses: They are part one and part two of a two-part thought. Part one requires a stress position; but it must be kept in mind while the reader reads part two, in order for the two-part sentence to make sense as a whole. How can I surehandedly signal these two instructions to my readers? Again, a single mark of punctuation comes to the rescue – the semi-colon:

- 3b. This is not a case where, because of an act of God, the infliction of the injury was beyond the control of the defendant; but it is one where the defendant prudently availed himself of the plaintiff’s property for the preserving of his own, more valuable property.

Can you see how that semi-colon creates a stress position for the first clause *and* allows us to refuel for the sentence’s second half? Note that the second clause has to be upgraded to the status of main clause allowing each half of the sentence to stand as a completed partial thought. The sentence as a whole is the sum total of the way these two main clauses, each with its own stress position, combine to produce a single, complex thought.

Type #4 Example:

- 4a. It is true, as said in *Loomis v. Terry* (Cite), “the business of life must go forward,” but the means by which it is carried forward cannot be rendered absolutely safe.

In reviewing my sentence #4, I decide that these two clauses are not of equal importance: The first clause— here a main clause – exists merely to be in support of the second clause. I had deposited the main point in the second, weaker structure – the qualifying clause, which cannot stand by itself as a sentence. How can I inform my readers *not* to stress anything in the first clause? How can I instruct them to use the substance of that first clause as *context* and forward-leaning support for the more important second clause? How can I instruct my readers that the most important substance in this sentence resides in its second clause? Again, the problem is solved by a single mark of punctuation – the comma. Recall that commas cannot create stress positions.

- 4b. Although it is true, as said in *Loomis v. Terry* (Cite), “the business of life must go forward,” the means by which it is carried forward cannot be rendered absolutely safe.

Note that the first clause has been demoted from a main clause to a qualifying clause, which now therefore leans forward. Note that the second clause, which in the original version was a qualifying clause (because it started with the word “but”) is now promoted to being a main clause. The comma tells us not to stress anything in the first clause; it also instructs us that the upcoming, more important main clause will contain the most stress-worthy information.

Consider these four examples as a typology. Note that each of the (a) versions begins with a main clause followed by a comma; that produced in each case the “main clause first” problem of conflicting instructions for the reader – “stress something” versus “don’t stress anything.” I am struck by the elegance of the combined solutions to the problems presented by these four examples: Together, they make use of the four major marks of punctuation in the English language – period, colon, semi-colon,

and comma. With them, properly used, you can send clear reading instructions that answer both of the perplexing questions your readers will encounter when trying to handle two clauses in the same sentence: (1) Does the clause you are reading contain material to which you should be giving extra emphasis, giving stress? For clauses containing a stress position, indicated by the presence of a period, colon, or semi-colon, the answer is yes. For a clause ending with a comma, the answer is no; and (2) What did the author intend to be the relationship between the two clauses? Each of the four major punctuation marks (period, comma, colon, semi-colon) sends a markedly different instruction for how to do that. (See above.)

Punctuation: tools, not rules. Arrows for your quiver.