**WELL BEGUN IS HALF DONE: THE FIRST PRINCIPLE OF COHERENT PROSE**

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In our three earlier columns, we showed you how to achieve a clear and direct style. But individually clear sentences don’t much help a document that seems intrinsically disorganized or even incoherent. In fact, we can work our way through dense prose if we understand the overall structure of a document. Fortunately, we can apply the same general principles we used to explain the style of individually clear sentences to the organization of paragraphs, sections, even whole documents: How you begin those units of prose strongly influences your reader’s experience of clarity and coherence.

As you will recall, you can generally predict how readers will judge the clarity of your sentences by looking at how they begin. In their first few words, they want to see four things:

1. Readers want to see a short, specific, relatively concrete subject that names a major “character” in the story you are telling, whether that character is a flesh-and-blood human (e.g., Smith, plaintiff, Congress) or a familiar abstraction (e.g., recovery in equity, constitutional protection, fraudulent misrepresentation).

2. They want each subject to be familiar, or at least unsurprising; the subject should name something that they expect to see in the context of your subject matter, either because it is common knowledge or because they’ve seen it mentioned in immediately preceding sentences.

3. They want that short, specific subject to be followed immediately by a verb expressing a specific action associated with that subject (not vague words like have, make, do, constitutes, is, are).

4. Finally, they want to see in the subjects of those sentences a relatively consistent, limited set of characters; they don’t like widely varying subjects in a series of sentences.

You can test those four principles on the following two passages. The first is taken from a patent application; the second is our revision. You can easily see which one fails, if you just look at the way they begin, particularly at their subjects and verbs. Here’s the original:

Design improvements for fixed-bed adsorption systems depend on the development of reliable mathematical models for prediction of the entire cycle of bed performance, because large energy requirements for thermally regenerated beds make complete, regeneration rarely possible and reverse flow heating leaves a heel of undesorbed solute remaining in the bed. The determination of optimal operating conditions involves an assessment of the extent of heel for maximum energy efficiency.

Here’s our revision:

To design more efficient fixed-bed adsorption systems, we must develop reliable mathematical models to predict how beds perform during an entire cycle. Since beds that are regenerated thermally require large amounts of energy, they are rarely regenerated completely and after reverse flow heating are left with a heel of undesorbed solute. We must assess the extent of heel for maximum energy efficiency to determine a bed’s optimal operating conditions.

We could use this column to continue to discuss more details of sentence style, from punctuation and rhythm to word choice and grammar. Instead, we’ll devote this and the next several columns to presenting principles for organizing individually clear sentences into larger coherent units, from paragraphs to sections to whole documents. The specific principles differ from those we apply to sentences, but they are basically the same. They all demonstrate the truth of the adage “Well begun is half done.” Just as your readers want each of your sentences to begin with a short, specific, easily grasped subject, so do they want each of your paragraphs, subsections,
sections, and whole documents to begin with a short, clear, compact segment that sets them up for what follows.

In subsequent columns, we'll show you how this general principle applies to the different kinds of legal writing: memos, court documents, client communications, even law review articles. In a space as short as this, we cannot illustrate our principles with whole briefs or client letters, so we'll illustrate the basic structures with shorter examples. You will have to imagine our short examples as multipage documents. And we'll begin with a single short paragraph to lay out the principles in general.

In a moment, we will ask you to read two paragraphs. If we were explaining this matter of structural coherence in the kinds of seminars we offer to law firms and court systems, we'd divide you all into two groups and ask one to read passage (1a) quickly and the other to read (1b) just as quickly. Then we'd ask the groups to answer four questions:

1. How would you rate the clarity of your passage on the "reader friendliness" scale (10 = reader friendly, absolutely clear and coherent; 1 = reader unfriendly)?

2. Without looking back, what three- to five-word title would you give the passage you read in order to inform readers about its central concepts?

3. If you had to pick out one sentence that constituted the "point" of your paragraph, which one would it be? You have five seconds to find it.

4. Suppose you had to divide this paragraph into two parts: (1) a short introductory part that "frames" what follows, and (2) the main body that follows it. Where would you make that division? (The analogy is dividing a sentence between its subject and everything that follows.)

You can roughly replicate that little experiment as you read the following two paragraphs. After you finish (1a), quickly assign it a rating from 1 (unclear) to 10 (clear). Then, just as quickly, answer the other three questions. (This experiment fails if you spend a lot of time rereading and thinking).

1a. There is but one case construing Section 2943, Black v. Sullivan, 48 Cal. App. 3d 557 (1975), and it has no application to this matter. The legislative history is not very helpful. Originally Section 2943 was enacted to allow junior lienors to ascertain the amounts owing on property so they can protect themselves. Later the statute was amended to entitle escrow agents to receive a beneficiary's statement. It is not, however, intended to substitute for a promissory note, for it does not by its terms call for a reproduction of the note existing on the property. Under this Section, if a lender knows the amount of indebtedness and any encumbrances on real property, he is under limited obligation to provide that knowledge. It does not on its face call for a disclosure of penalty and prepayment provisions. The only statement in the statute which arguably calls for a statement of an acceleration or demand provision is subdivision (c) which requires notice of "The date on which obligation is due, in whole or in part."

1b. Under Section 2943, if a lender knows the amount of indebtedness and any encumbrances on real property, he is under limited obligation to disclose that knowledge to junior lienors, escrow agents, or buyers. Originally Section 2943 was enacted to allow junior lienors to protect themselves by ascertaining the amounts owing on property. Later the statute was amended to entitle escrow agents to receive beneficiary's statements. The only statement in the statute which now arguably calls for disclosure of an acceleration or demand provision is subdivision (c). It requires a lender to disclose "The date on which obligation is due, in whole or in part." It does not on its face require the lender to disclose penalty and prepayment provisions. Nor does the statute intend that the statement substitute for a promissory note, for it does not require that a note on the property be disclosed to a buyer. There is only one case construing Section 2943: Black v. Sullivan, 48 Cal. App. 3d 557 (1975), but it does not apply to this matter, and the legislative history is not very helpful.

Here are the results we generally get:

• Readers regularly rate (1a) low, typically 2–4. They also give passage (1b) fairly low ratings, but usually higher than (1a), typically 3–6. And when they see the two of them together, they elevate (1b) several more points above (1a).

• Readers of (1a) often struggle to think of a title; they come up with titles like "Section 2943," "Legislative History," or "Black v. Sullivan." Readers of (1b) regularly capture the central idea of that paragraph in titles that include the term "disclose" and often the character "lender"; the best readers come up with three central concepts: "Lender's Obligation to Disclose.""Lender's Obligation to Disclose.

• Some readers of (1a) identify its point as the sentence in the middle beginning "Under this Section, if a lender knows..." and they are right. But most can't find it, at least not quickly. Most readers of (1b) quickly identify the same sentence as the point of the paragraph both because it is first and because they see in it the key terms.

• When asked to divide the paragraph into...
two parts, a short introductory frame and the rest, readers of (1a) disagree on where to divide it. The readers of (1b) regularly agree—right after the first sentence.

These answers show us not just that (1b) is more readable than (1a), but why. Readers assign a lower “readability” score to (1a) because they cannot quickly and easily answer questions 2 through 4. They cannot recall its key concepts, they cannot quickly locate its point, and they cannot identify its opening segment.

Here’s the principle: When we begin a paragraph (or document, section, or subsection), we look for a few key pieces of information to help us mentally prepare for everything that follows. We rarely do that consciously, of course; most of the time of reading is unconscious. But we intuitively “know” what information we need in order to understand how a text is organized as we read it. That information consists of these three items:

- Since we read a passage better when we know why we are reading it, we want to know right away what we’ll learn or gain from it. In short, what’s its point?
- Since readable passages seem conceptually coherent, we want to know as soon as we start reading the passage what central concepts the rest of it will develop.
- We can find that information most easily when we see it all in a distinct, easily identifiable opening segment, when we can recognize where an opening ends and the rest of the development of the body begins.

If we look back at our two paragraphs, we can see why most readers rate (1b) as more readable than (1a) and why readers of both passages answer the questions as they do. First, we can more easily identify in (1b) a short, distinct unit that previews what we are about to read. In (1a), all we find at the beginning are two seemingly random sentences with little obvious connection to what follows and that what’s at stake is learning only about that case or its legislative history. But in (1b), we find the main point of the paragraph in the opening sentence, and we clearly know what’s at stake in reading it: understanding a legal obligation:

1a. There is but one case construing Section 2943, Black v. Sullivan, 48 Cal. App. 3d 557 (1975), and it has no application to this matter. The legislative history is not very helpful. Originally Section 2943 was enacted ...

1b. Under Section 2943, if a lender knows the amount of indebtedness and any encumbrances on real property, he is under limited obligation to disclose that knowledge to junior lienors, escrow agents, or buyers. Originally Section 2943 was enacted ...

Second, the main characters in the paragraph are the statute and the parties to the transaction: lenders, junior lienors, escrow agents, and buyers. In (1b), the opening previews all of those characters; (1a) mentions only a statute:

1a. There is but one case construing Section 2943, Black v. Sullivan, 48 Cal. App. 3d 557 (1975), and it has no application to this matter. The legislative history is not very helpful. Originally Section 2943 was enacted ...

1b. Under Section 2943, if a lender knows the amount of indebtedness and any encumbrances on real property, he is under limited obligation to disclose that knowledge to junior lienors, escrow agents, or buyers. Originally Section 2943 was enacted ...

(And if you apply our first-eight-word test to the sentences in both versions, you can see that (1b) passes with a higher score than does (1a)).

Third, the paragraph repeatedly develops two connected central concepts: that the lender has an “obligation to disclose” and that he must disclose “indebtedness” or “encumbrances on real property.” In (1b) the opening previews both; (1a) mentions neither:

1a. There is but one case construing Section 2943, Black v. Sullivan, 48 Cal. App. 3d 557 (1975), and it has no application to this matter. The legislative history is not very helpful. Originally Section 2943 was enacted ...

1b. Under Section 2943, if a lender knows the amount of indebtedness and any encumbrances on real property, he is under limited obligation to disclose that knowledge to junior lienors, escrow agents, or buyers. Originally Section 2943 was enacted ...

When we highlight the elements we need to organize the information in the paragraph into a coherent whole, we see clearly that all of those connecting threads come together in the opening sentence of (1b), but not in (1a):

1a. There is but one case construing Section 2943, Black v. Sullivan, 48 Cal. App. 3d 557 (1975), and it has no application to this matter. The legislative history is not very helpful. Originally Section 2943 was enacted ...

1b. Under Section 2943, if a lender knows the amount of indebtedness and any encumbrances on real property, he is under limited obligation to disclose that knowledge to junior lienors, escrow agents, or buyers. Originally Section 2943 was enacted ...

allow junior lienors to ascertain the amounts owing on property so they can protect themselves. Later the statute was amended to entitle escrow agents to receive a beneficiary’s statement. It is not, however, intended to substitute for a promissory note, for it does not by its terms call for a reproduction of the note existing on the property. Under this Section, if a lender knows the amount of indebtedness and any encumbrances on real property, he is under limited obligation to provide that knowledge. It does not on its face call for a disclosure of penalty and prepayment provisions.

The only statement in the statute which arguably calls for a statement of an acceleration or demand provision is subdivision (c) which requires notice of “The date on which obligation is due, in whole or in part.” It does not on its face call for a reproduction of the note existing on real property, for it does not require that a note on the property be disclosed to a buyer. Under Section 2943, if a lender knows the amount of indebtedness and any encumbrances on real property, he is under limited obligation to disclose that knowledge to junior lienors, escrow agents, or buyers.

It’s easier for us to see how this principle of beginning well applies to sentences, because sentences have distinct structural parts with familiar names, like subject and verb. We don’t have equally specific language to describe the parts of longer units of discourse, so we have to invent some. You already know common terms for the units: the whole document, sections, sub(sub)section, and paragraph. We have a common term for the one sentence that tells us the most important information in a unit: it is point. We’ll use the term opening as our technical term to name that opening segment to a paragraph, section, or document (for documents we more commonly call it an introduction). And we’ll use the term development to name the rest of that unit. Finally, we’ll use the term theme for words that name the concepts that a section of a text or its whole centrally develops.

Some readers may wonder why instead of point we don’t use the term topic sentence to apply to a paragraph and thesis to apply to whole documents. Two reasons: First, we want one word to apply to the most important sentence in all units of discourse, from paragraphs to (sub)sections to whole documents. But if you are more comfortable with thesis and topic sentence, think of those words when we use the term point. Second, in example paragraph (1c), we could call its opening sentence a “topic” sentence, because it does introduce the key topics, i.e., its key themes. But that first sentence is in fact not the point sentence of that paragraph— if you look back at (1c), you will see that it is the last sentence.

“Under Section 2943, if a lender knows the amount of indebtedness and any encumbrances on real property, he is under limited obligation to disclose that knowledge to junior lienors, escrow agents, or buyers.” That opening sentence does, however, serve as a kind of topic sentence because it announces the key words that the paragraph goes on to develop: Information lenders must disclose to other parties. So we see that a topic sentence is not necessarily a point sentence.

In the next several columns, we’ll explain how
to use this principle of beginning well in different contexts and in different kinds of documents. We'll show you what you must almost always do in the opening of a whole document, sometimes in the opening of sections, but rarely in paragraphs. We'll show you how to apply specific principles to different kinds of legal documents—what is expected by judges and other decision makers, by clients, even by law review editors. And we'll give you some simple, “quick and dirty” ways to diagnose and revise your documents so that, even if they don't get every detail right, readers will nevertheless start off with an understanding of what is to come clear enough to help them through the rough spots.

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