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Writer's Edge

By Ingrid Sapona

Welcome to Writer's Edge – a column by Ingrid Sapona, owner of Good with Words. In her column, Ingrid will write about ways of improving your communication skills. Many of you already know Ingrid – she's been working with the CICBV and CBVs for more than 10 years and is the creator and presenter of the popular seminar: Valuation Reports and Opinions: Your Stock In Trade – Are they as clear as can be?

Creating Ambiguity

I could have titled this column: Avoiding ambiguity – but I didn't because I want to discuss some of the ways ambiguity ends up in business writing. Ambiguity, of course, is when something can be understood in two or more ways.

Ambiguity Due to Word Choice¹

The most common cause for ambiguity in writing is poor word choice. There are times when more than one word can be used, but if the writer doesn't choose the most precise word, accuracy is sacrificed and reader confusion often results. A simple example of a word that is ambiguous is "until". If you have until May 31st to file something, can you file it on May 31st, or is May 30th the last day you can file it? The confusion comes from the fact that "until" can mean "up to" or "through".

Let's look at a sentence that includes a few poor word choices:

Members have a duty of confidence to clients and shall not disclose, without proper cause, any information obtained in the course of the engagement.

The first poor word choice is the phrase "duty of confidence". Duty is usually thought of as something someone owes to someone else, for example: I have a duty to my daughter to take care of her. But confidence is something that people have within themselves. Linking duty and confidence leaves readers perplexed. I suspect the author probably simply confused confidence with confidentiality. But perhaps the author intended to imply something about instilling confidence in clients (or the public) by pointing out that members don't willy-nilly disclose confidential information. Unfortunately, the reader doesn't know what the author intended.

The second problematic word choice is "shall". It can mean "must", "may", or "will".² Which meaning do you think the author meant? Indeed, if there is only one point you take away from this article, I hope it is that it's never a good idea to use shall.

1 I can't resist mentioning this (and I can justify it as an explanation of editorial decision-making): I would have liked to have structured this heading like the other two, but I didn't think there was a single word for "word choice". It turns out there is – it's "diction". I was surprised by that, as I always thought diction related to how words are enunciated. According to Merriam-Webster.com, enunciation is one definition of diction, but the primary definition is: the choice of words especially with regard to **correctness**, clearness, or effectiveness. Of course, using the word "diction" in the heading wouldn't have helped make it parallel in style to the others – for that I would need "Dictional Ambiguity". Well, apparently dictional is an adjective. Who knew? In the end, however, I thought using dictional would look wrong to most readers, so I decided to stick with this somewhat clumsy heading.

2 Here are some sentences that show the different meanings "shall" can have:

- Father said we shall go see Grandma on Sunday. Here it means we *will* go see Grandma on Sunday.
- The provinces shall have the power to amend the law. Here it means the provinces *may* amend the law.
- The prisoner shall remain in custody until bail is posted. Here it means the prisoner *must* remain in custody.

The expression “proper cause” isn’t too helpful either, because the standard of what is proper is vague. Is the author referring to some legal standard or to some subjective standard members apply?

Structural Ambiguity

Ambiguity can also be caused by how a sentence is structured. Here’s a simple example from **The Grammar Bible**³: Before Mary Lou was our accountant. When you read that, you’re left wondering what happened before the writer hired Mary Lou, or what happened after Mary Lou was hired. But look how the meaning becomes clear — and quite surprising — when a missing comma is added: “Before Mary, Lou was our accountant.”

What about this sentence, from **The Legal Writing Handbook**⁴: Taxpayers who file their returns promptly receive their refunds. The ambiguity is created by placement of “promptly”.

Contextual Ambiguity

The last cause is what I call contextual ambiguity. These are situations where the author expects readers to rely on a wider context to understand the true meaning. For example, here’s a statement in an e-mail: Be sure to remind the engagement team of the firm’s document retention and destruction policy. The sentence seems clear enough on its face, but in the context of the Enron investigation, the question of how different readers interpreted this sentence was crucial.

Prosecutors read this as a cue to staff members to start destroying documents. Had the message addressed some specifics about the policy (for example, provided the number of years documents were expected to be kept, or what the protocol was in the event of an investigation), then there would have been less of an argument that the author was being intentionally ambiguous.

Conclusion

Ambiguity doesn’t just create challenges for readers — it can have negative consequences for the writer. While it’s true that most ambiguities will not create potential liability, they can leave readers questioning the writer’s attention to detail and expertise.

Ingrid welcomes your feedback, questions, and suggestions for topics you’d be interested in reading about. Drop Ingrid a line at: ingrid@goodwithwords.com, or call 416-259-3399.

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(please see next page)

3 Strumpf, M and Douglas, A, The Grammar Bible, St. Martin’s Griffin (2004), p. 419.

4 Oates, L.C., Enquist, A, Kunch, K, The Legal Writing Handbook, Aspen Publishers, Inc. (2002), p. 678.