

## WRITING TIPS ...

## “HOWEVER” IS NOT A FANBOYS

BY MARTHA FAULK

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“However” is usually the most contentious word discussed in the Legal Writing seminars I conduct. It’s surprising, isn’t it, that a rather simple little adverb—specifically, a conjunctive adverb—is cause for so much disagreement among legal writers? This sometimes very heated disagreement concerns the placement of “however” in a sentence and the proper punctuation for its use. Although “however” is not an essential legal word, it would be hard to imagine legal writing without it. In this column, we’ll explore the grammatical context for the word and also suggest that you may use the word wherever and however you like in a sentence.

We begin our search for guidance in the dictionary. According to the most recent edition of *The American Heritage Dictionary*, “however” as an adverb has the following meanings: “1. In whatever manner or way. 2. To whatever degree or extent. 3. In spite of that; nevertheless. 4. On the other hand; by contrast.” When “however” is used as a conjunction, it means “In whatever manner or way.”<sup>1</sup> The meaning will be determined by the context in which it appears.

Although “however” is not a term of art, that is, a specialized legal word, legal writers would be hard-pressed to write without it. It is especially useful as a synonym for “in spite of that,” or “nevertheless.” Since legal reasoning necessarily requires analysis of the contrary or opposing position, “however” provides a signal to the reader that the writer is about to consider a contradictory or qualifying idea by using a transitional meaning such as “on the other hand; by contrast.” Without “however,” legal writers would have fewer transitional words with which to signal a change in direction to the reader.

<sup>1</sup> *The American Heritage Dictionary* 413 (4th ed. 2001).

### FANBOYS Explained

So, why all the fuss about this little word? To answer that question, we’ll first consider the grammatical classification of “however.” As our rather cryptic title suggests, “however” is *not* a FANBOYS. Although some secondary school teachers suggest this acronym as a mnemonic device for their students, many legal writers may not be familiar with it.

This handy little acronym represents the seven most common coordinating conjunctions. They are *For, And, Nor, But, Or, Yet*, and sometimes *So*.<sup>2</sup> Coordinating conjunctions—FANBOYS—are grammatically empowered to join together two independent clauses into a compound sentence with only a comma preceding the conjunction. That empowerment comes about because the FANBOYS words bring together similar grammatical units called independent clauses, also defined as complete thoughts that stand on their own.

*Example:* The lawyer researched the case, *but* she was unable to find any useful information.

### Commas Before Coordinating Conjunctions

The comma before the coordinating conjunction “but” appropriately signals the reader that two independent clauses are combined into one compound sentence. Now, if we substitute “however,” the conjunctive adverb, for the FANBOYS word “but” in this example, then we must change the punctuation because “however” is not a FANBOYS.<sup>3</sup> Since “however” is not classified as a coordinating conjunction—remember, it’s a *conjunctive adverb*—it must be preceded by a stronger punctuation mark than a comma, usually a semicolon.

*Example:* The lawyer researched the case; *however*, she was unable to find any useful information.

Even on those rare occasions when “however” functions as a conjunction (meaning “in whatever manner or way”), it still does not fall into the category of a *coordinating conjunction*, a

<sup>2</sup> Martha Faulk & Irving Mehler, *The Elements of Legal Writing* 57 (1994).

<sup>3</sup> *Merriam-Webster’s Guide to Punctuation and Style* 58 (1995).

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“In the past, many writers were advised against placing ‘however’ at the beginning of a sentence.”

FANBOYS able to link together independent clauses. In the example below, “however” functions as an ordinary conjunction meaning “in whatever manner or way.”

*Example:* You may organize your argument *however* you choose.

In the above example, “however,” because of its meaning in the sentence, doesn’t require any punctuation at all because the sentence is not a compound sentence. As our examples illustrate, “however” may be used as a conjunctive adverb or as an ordinary conjunction, but it is never classified as a coordinating conjunction, a FANBOYS, because it lacks the grammatical power to coordinate two independent clauses. Thus, it’s easy to see that writers may be confused about the classification of “however” and argue about where it belongs and how it affects punctuation.

### Conjunctive Adverb Cousins

Let’s place “however” where it belongs—with its cousins, other conjunctive adverbs. According to Karen Elizabeth Gordon’s unique and interesting grammar handbook, *The Deluxe Transitive Vampire*, here are some additional examples of conjunctive adverbs: *accordingly, afterwards, also, besides, consequently, earlier, furthermore, hence, however, indeed, later, likewise, moreover, nevertheless, nonetheless, otherwise, similarly, still, then, therefore, and thus*.<sup>4</sup>

You’ll recognize these words as useful tools in any lawyer’s lexicon. They lead the reader through the text by providing transitional signals about chronology (earlier, later), shifts in direction (however), and also logical clues (accordingly, therefore). As you consider using these connective words, perhaps you hesitate about their placement because you’ve heard that there are grammatical “rules” prohibiting their use at the beginning of a sentence.

### Proper Placement

In the past, many writers were advised against placing “however” at the beginning of a sentence. Strunk and White recommend against “starting a sentence with *however* when the meaning is

<sup>4</sup> Karen Elizabeth Gordon, *The Deluxe Transitive Vampire* 28 (1993).

‘nevertheless.’”<sup>5</sup> Unfortunately, they do not explain why the starting position is offensive. Terri LeClercq in *Expert Legal Writing* suggests that it may be because Professor Strunk disliked the sound of the word.<sup>6</sup>

William Zinsser, whose excellent guide to writing nonfiction has influenced many undergraduates, says, “Don’t start a sentence with ‘however’—it hangs there like a wet dishrag.”<sup>7</sup> Such a discouraging image has no doubt influenced many lawyers and other writers as well. Yet, in an apparent contradiction, Zinsser also gives this advice about words he labels as “mood changers”: “Learn to alert the reader as early as possible in a sentence to any change in mood from the previous sentence. At least a dozen words will do this job for you: ‘but’, ‘yet’, ‘however’, ‘nevertheless’ ...”<sup>8</sup> Zinsser does not explain why “however” is the only disparaged word in the list. Perhaps, like Strunk, he dislikes the sound of the word.

### Free “However”!

Since the advice of Zinsser and Strunk and White seems idiosyncratic and inconsistent, why not give “however” the freedom to do its job as a signal or mood-changing word in the best place possible? Modern commentators agree that “however” should be placed where it most effectively emphasizes the words the writer wants to emphasize.<sup>9</sup> *Webster’s Dictionary of English Usage* asserts that “there is no absolute rule for the placement of however; each writer must decide each instance on its own merits, and place the word where it best accomplishes its purpose.”<sup>10</sup>

However you decide to use “however,” remember that it’s not classified as a FANBOYS and must have a semicolon in front of it when it connects two independent clauses. If, however, you wish to place the word at the beginning of your sentence over someone else’s objection, you may be assured that you have modern authority on your side.

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<sup>5</sup> William Strunk Jr. & E.B. White, *The Elements of Style* 48 (3d ed. 1979).

<sup>6</sup> Terri LeClercq, *Guide to Legal Writing Style* 179 (1995).

<sup>7</sup> William Zinsser, *On Writing Well* 107 (2d ed. 1980).

<sup>8</sup> *Id.* at 106.

<sup>9</sup> *Webster’s Dictionary of English Usage* 515 (1989).

<sup>10</sup> *Id.* at 515.