## Categories of English

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## INTRODUCTION

The admonition to write as one speaks is often heard. This is admirable in so far as by doing this the meaning intended is conveyed in a less constrained manner than is the case with this sentence, which contains all sorts of qualifying phrases and hesitant meanings that are alien to effective oral communication — or, to speak it then, speech.

It would be readily admitted that dashes, and commas within dashes to indicate even finer pauses, do not form part of everyday speech and can be quite confusing when the thoughts to be communicated are not as subtle as to justify their being stretched across numerous qualifying sub-clauses and spun out in various descriptive ways, but when a legal document has to be drafted or a financial report reviewed, what it said or intended or even suggested, as in the case of a financial report, must be fully qualified and described, and for this ordinary direct speech will more than likely prove insufficient.

The above should provide adequate proof that one cannot always write as one speaks if clarity is striven after in, for instance, legal documents. Then, some people speak so badly that, were they to write as they speak, a quagmire of ambiguity would be the result. Added to this is of course the fact that words and phrases should always be seen in context, which implies that a colloquialism such as 'no way' might be appropriate in 'No way will you get me to go with your sister' but is sadly misplaced in 'No way shall the Bank refund such moneys unless the investor give written notice of such loss within fourteen days of the said due date'. 'Under no circumstances' will be more appropriate in the legal sentence.

Most of the mistakes of misplacing words or of writing phrases that fall outside the store of the rest of the sentence are so-called category mistakes where, for instance, 'no way', which belongs to the category of colloquial speech, is inserted in a sentence of which all the other parts belong to the rather formidable formal category of exact legal writing. Most writing mistakes are in fact category

mistakes, as is evinced by the common error in 'The system of delays are caused by apprehension', where 'system' and 'are' should fall in the same category of thought, namely 'the system ... is', in which the system under discussion is explicated, but do in fact not if 'system' is written in the singular category while 'are' is indicative of the plural category.

The above use of 'category' in its language sense might give rise to some unnecessary confusion, but only if an ill-advised attempt is made to define 'category', for in the context of a living language any set definition may be likened to a vain attempt to freeze over all the oceans.

Ludwig Wittgenstein amply illustrates the futility of attempting exact definitions in this language context:

(Ludwig Wittgenstein: *Philosophical Investigations*, pp. 31e – 32e)

Here we come up against the great question that lies behind all these considerations. — For someone might object against me: 'You take the easy way out! You talk about all sorts of language-games, but have nowhere said what the essence of a language-game, and hence of language, is: what is common to all these activities, and what makes them into language or parts of language. So you let yourself off the very part of the investigation that once gave you yourself most headache, the part about the general form of propositions and of language'.

And this is true. - Instead of producing something common to all that we call language, I am saying that these phenomena have no one thing in common which makes us use the same word for all, - but that they are related to one another in many different ways. And it is because of this relationship, or these relationships, that we call them all 'language'. I will try to explain this. Consider for example the proceedings that we call 'games'. I mean board-games, card-games, ball-games, Olympic games, and so on. What is common to them all? - Don't say: 'There must be something common, or they would not be called "games" - but look and see whether there is anything common to all. - For if you look at them you will not see something that is common to all, but similarities, relationships, and a whole series of them at that. To repeat: don't think, but look! - Look, for example, board-games, with their multifarious relationships. Now pass to card-games; here you find many correspondences with the first group, but many common features drop out, and others appear. When we pass next to ball-games, much that is common is retained, but much is lost. - Are they all 'amusing'? Compare chess with noughts and crosses. Or is there always winning and losing,

or competition between players? Think of patience. In ball games there is winning and losing, but when a child throws his ball at the wall and catches it again, this feature has disappeared. Look at the parts played by skill and luck; and at the difference between skill in chess and skill in tennis. Think now of games like ring-a-ring-a-roses; here is the element of amusement, but how many other characteristic features have disappeared! And we can go through the many, many other groups of games in the same way; can see how similarities crop up and disappear.

And the result of this examination is: we can see a complicated network of similarities overlapping and criss-crossing: sometimes overall similarities, sometimes similarities of detail.

In the light of the above it is more than possible that different writers may discern different categories in the same sentence, but this should not deter anyone from attempting to 'keep together what belongs together'. The fact is that a particular writer will always, if he is paying sufficient attention to maximum communication, recognise the same types of categories in his sentences, thereby creating certain expectations among his readers as to his use of, for instance, commas, which can only reinforce the sense if used properly, in a logical manner, and - most of all - consistently. Therefore the aim of this article is not to teach a myriad of language facts, but to instill an awareness of language propriety through the recognition of certain demarcated categories in any utterance or communication. By doing this it is accepted that thought is expressed in categorical bursts rather than in for instance long continuous streams of consciousness. The method accepted here does, however, have one signal advantage in that it enables a writer to think for himself when confronted by a new or strange language situation and to figure out a correct construction even if he is not cognisant of a specific rule or preference covering the case. Obviously the time saved by teaching someone how to fish rather than merely giving him thousands of rations of daily bread can be quite usefully employed elsewhere, especially if writing clearly and well is not this someone's vocation but a prerequisite for the successful exercising of his chosen profession.

## NOUNS

Under the broad category of 'nouns' are included 'noun clauses', 'noun phrases', and 'gerunds', all of which will be treated in this section.

As is the case with 'category' no definition for 'noun' will hold in each and every case but, if it is borne in mind that a 'noun' in the above sense usually designates a thing — be it a tactile entity or a mental unit — it would become just a little easier to identify. 'Ship' and 'anchor' can be touched, 'steerage' is a concept but still a thing indicating among other things the actual steering of the ship, and both 'latitude' and 'longitude' are mind-constructs, things constructed by the human mind to help with the setting of a ship's course. To those who, at this stage, would like to think that this argument is becoming far too abstruse, it can be said that, while definitely being mind-constructs to help man with his measurement, 'space' and 'time' can also not be touched but are always (one fervently hopes indeed) recognised as nouns.

Be all this as it may, a noun can usually have a plural, in other words there can usually be more than one of the 'thing' denoted by a noun, although exceptions will be found, usually for very good reasons too. Another distinguishing mark of a noun is that it can be preceded by an article ('a', 'an' or 'the'). The thing about noun-phrases or noun-clauses is that they can be replaced by a noun in the speaker, reader, writer or listener's mind or they can be seen to be representing a 'thing' by that same mind. However, before some concrete examples are given, a further characteristic of a noun, which will become especially important when considering noun-phrases or noun-clauses, has to be mentioned, to wit, the noun or noun-clause or noun-phrase's ability to be followed by a verb referring to it, e.g. 'Peter kicks the dog' or 'The dog is kicked by Peter'.

Elementary, my dear so and so, but not quite so when it comes to a number of difficult instances. Because there is only one Peter kicking, to fit into the thought category of one Peter kicking, the verb 'kicks' should have the singular form, hence the 's' of the third person singular. 'Peter are kicking the dog' would be a category mistake because the singular category ('Peter' and not 'The two Peters') is here confused with the plural category ('They are' and not 'he is'). Still quite elementary. Then how about the old stand-by: 'The jury was unanimous in its decision' and 'The jury were divided among themselves'. 'The jury was ... its ...' is in the singular category where a body of men acts as a single whole, and in 'The jury were ... themselves ...' the plural category is evident, since a number of people are here performing different acts. Therefore the category of singular or plural should be decided, and the noun, verb, and pronoun (a pronoun is a word used instead of a noun to avoid undue repetition, such as 'its' and 'themselves' above) should all then be in the same category of singular or plural.

The above explanation has given rise to two further examples of potential category mixing. 'A body of men acts' as opposed to 'men act.' In the first case 'a body of men' is a noun-phrase designating

one group acting as a single unit, hence the singular verb form. Enough said? A new issue of shares is contemplated? Only one 'thing' is being contemplated here, and that is the single issue of shares. The subject of the sentence — the noun preceding the verb — is not 'shares' but 'a new issue of shares', which is a noun phrase in the singular form and which should therefore be treated in exactly the same way as a noun in the singular form. 'A new book is being issued' but 'New books are to be issued' and 'New issues of shares are being contemplated'. Keep the category the same and the grief will end. The second example referred to is 'a number of people are performing certain divergent acts' as opposed to 'the number of people who do this is very small indeed'.

Assume that the grammatical rule (o cruel thing) is handed down (as such rules usually are) that 'a number' is followed by a plural verb and 'the number' by a verb in the singular. Why? Reason it out categorically, or if this is preferred, according to the category method of analysing, understanding, and producing utterances. What does 'a number of people' mean? Simple: 'three, four or even fifty people'. Easy: 'Fifty people are acting strangely' — 'A number of people, not just one, are acting strangely'. See: 'The number of people who do this is seven or one or eighty'. Confusing? No, not if reasoned out properly. The number refers to a figure, such as 7 or 80 or what have you, which is a singular concept — '8 000 is a largish number of shares to sell in one go'.

All very fine, probably, but what about the verbal mish-mash contained in 'The number of people who do this is small' where singular and plural appear to have been tumbled rather haphazardly and unchastely into the same bed, for it must always be remembered that different categories do not MIX, cannot be allowed to MIX, as the result for communication is just too terrible to contemplate. The solution is there if the matter is given some further thought. The subject of 'is' is not a noun or a noun-phrase but a fully-blown noun-clause, to wit 'The number of people who do this', which is 7. 'Do' refers to the plural concept of 'people', which plural verb-form and plural noun are both subsumed by (included in) the noun 'the number' to give the compound singular thing, which is small just as 'men' is subsumed in 'a body of men acts in unison'. The 'whole thing' in the number-example under discussion therefore is 'The number of people who do this', which will become more clear when it is shown in the section on adverbial phrases that 'The number of people who do this' constitutes one category only. The important thing to remember here is that 'the number is small'.

The above singular-plural problems bring two other kinds of problems connected with noun clauses to mind: 'Each share certificate, together with all other relevant documents of title, is to be handed in immediately' and 'Each share certificate, as well as all other relevant documents of title, is to be surrendered as soon as possible'. Now 'Each share certificate and all other relevant documents of title are to be surrendered at such and such a place and time' presents no problem, as the overall category is homogeneously plural: share certificate plus documents of title represent more than one thing. Isn't this also the case with 'Each share certificate, together with (or: as well as) all other relevant documents of title, is to be surrendered', and doesn't this sentence also contain the plural and only the plural category? No, and there lies the rub, for the last-quoted sentence in fact contains a singular category with its corresponding singular verb and a plural category of which the corresponding plural verb is implied: 'Each share certificate is to be surrendered (singular) as well as (or together with) all other relevant documents of title that are also to be surrendered (by implication)'. The commas before and after the 'together with' and 'as well as' noun-phrases clearly demarcate them as falling in a different category from 'Each share certificate'. As will become gradually evident, punctuation marks, especially commas, are of paramount importance, if used logically and consistently in demarcating categories to the greater benefit of clear and precise understanding.

Arising from the foregoing explanation are once more one or two points that need explaining in themselves. 'Each share certificate and all other relevant documents of title are to be surrendered at such and such a place and time' is followed by a verb in the singular form, because in being demarcated by inverted commas this whole sentence acts as a thing, a particular sentence, which as one example of its class therefore presents no problem. This becomes even clearer when 'share certificate plus documents of title represent more than one thing' in which instance the category of plurality results in a plural verb, 'represent'. Two things become evident here: 'category' is being used very much in the sense of Wittgenstein's 'game', and punctuation marks (commas, quotation marks, etc.) when used logically, are a great aid in determining categories, thereby ensuring the correct and orderly transfer of thought.

The following examples and their analyses according to categories speak for themselves.

 'Share certificates, together with the relevant information, are to be sent immediately.'

- 1(a) 'Share certificates are to be sent immediately, together with the relevant information.'
- 2. 'Neither the shareholders nor the company is exempt.'
- 2(a) 'Shareholders are not exempt nor is the company.'
- 'Either the company or the shareholders are going to lose heavily.'
- 3(a) 'The company is going to lose heavily or the shareholders are going to lose heavily.'

Perhaps these are not so self-explanatory as suggested. 'Neither the shareholders nor the company is exempt' can be analysed into two categories, of which the verb for the first one is left out for the sake of symmetry and euphony, both devices which help with the fast and accurate communication of ideas.

Under the category of noun clauses a further three types can be distinguished, of which the first two usually present no serious problem but the last certainly causes some trouble. The first, 'That he was a man has been proved beyond doubt', presents no problem if it is borne in mind that 'That he was a man' is a noun clause fulfilling a similar function in the sentence concerned as the noun 'it' in 'It has been proved beyond doubt'. What? 'That he was a man.' Obviously this kind of noun clause can have no plural, with the result that the verb following will be in the singular category.

The second, 'To eat regularly is good', can also be followed only by a singular verb, which is also the case with the third, 'Eating regularly is good'. The second ('to eat') is called the infinitive while the third ('eating') is a gerund. These terms are employed here merely to facilitate future reference to them. 'The issuing of new shares to members is a relatively complicated operation' is on a par with 'His collection of stamps is small', as both 'The issuing of shares to new members' and 'His collection of stamps' represent singular concepts that require singular verbs.

The usages of the gerund and the infinitive will become clearer if these uses are divided into categories. When it is taken into account that the gerund is closer in form to an ordinary noun than the infinitive ('eating' is closer in appearance to 'vegetables' than 'to eat', which consists of two words), according to the category theory a gerund should follow more often than not on a noun and an infinitive on a verb. This is borne out by such examples as 'the habit ... of annoying ...', 'with a view to illustrating', and 'no intention of encroaching, in which cases a composite of nouns such as 'the habit of annoying people' can be said to form a noun-phrase as in 'the habit of annoying people is something to be avoided', where both 'habit' and 'annoying' obviously fall under the category of nouns. According to these lights a verb should be

followed by the more verbal form, if only in the appearance of the infinitive, e.g. 'He intends to do that' as opposed to 'He has no intention of doing that' and 'I used to read out loud' as opposed to 'I had the habit of reading out loud' where 'to do' with its greater verbal aspect than 'doing' seems to complement the verb 'intends' better, as is the case with 'to read' and 'used'.

However, the real problem concerning the gerund is of an entirely different kind, but can be solved fairly painlessly if it is kept in mind that the gerund forms part of the noun category. 'I cannot understand him' is perfectly correct in that the personal pronoun ('him') is in the Accusative case, since it is the object of the sentence. 'I cannot understand his coming late every morning' is also correct as opposed to 'I cannot understand him coming late every morning'. The object (the noun on the receiving end of the sentence) is 'coming' just as 'ideas' is the object in 'I cannot understand his ideas'. Because a noun denotes a thing, someone may be said to possess the object indicated by the noun, whether it is something such as love or toenails; hence 'I cannot understand his love' or 'I cannot see his toenails', but 'I cannot understand his toenails breaking', in which case the breaking belongs to the toenails. This last example is extreme in the sense that it would have been better to write 'I cannot understand why his toenails break', but the reason is not to be found in any misapplication of the gerund, for it is clumsy to personify a toenail just as it is clumsy to personify a table in a phrase such as 'the table's legs' as opposed to 'the man's legs'. It would therefore have been better to write 'I cannot understand the breaking of his toenails' or as above.

There are, however, instances where personification is justified and does in fact contribute to easier and clearer understanding, as in the 'The bank's granting him a loan is very doubtful indeed', as it would have been far clumsier and more time-consuming to write and read 'The granting of a loan to him by the bank is very doubtful' or 'The granting to him by the bank of a loan' or 'The granting by the bank of a loan to him' or whatnot. Because the gerund is in the noun category it can be preceded by a noun or pronoun in the Genitive or possessive case ('his', 'bank's'). In the above example it is also interesting to note that, while it acts as a noun preceded by a possessive case, the gerund 'granting' at the same time also acts as a verb governing a personal pronoun in the Dative case ('him') and an object in the Accusative ('loan'). Not to worry about that as this merely illustrates that the categories should be viewed as an aid to expressing and understanding and not as water-tight compartments out of which as a result no joy can be had.

'I cannot understand him coming late every morning' is justified by some linguists who regard 'him coming' as constituting a fused participle, which will be treated in the next section under the category of adjectives. Suffice it to say here that any construction that may conceivably give rise to controversy should rather be avoided in official writing, since it may draw the attention from what it being said to how it is being said, with a possible resultant loss of effective communication.

## ADJECTIVES

The ordinary adjective used in isolation presents no serious difficulty, but when two or more adjectives are employed to qualify a noun or one another, a problem does arise: 'a strange, effective method', a method that is strange AND effective, as against a 'strangely effective method', a method of which the effectiveness is strange. In the first case 'strange' and 'effective' are both adjectives qualifying the noun 'method' while in the second the adjective 'effective' qualifies the noun 'method' while the adverb 'strangely' qualifies the adjective 'effective'. The comma used in 'a strange, effective method' also helps to indicate that 'strange' and 'effective' in fact fall into two categories: 'a strange method' and 'an effective method'. Some Romance languages require the form 'a strange and effective method' to indicate the presence of two categories here. In 'a strangely effective method', however, a comma would be completely out of place, as 'strangely effective' falls into one category, since it is not the method that is 'effective' AND 'strange[ly]' but the 'effective method' that is 'strangely effective'.

The fact that an adverb qualifies another word such as an adjective and not a verb here will be treated in greater detail in the section on adverbs.\*

While being of great help in most cases, the comma need not be regarded as a prerequisite because, although in '11 per cent participating cumulative redeemable automatically convertible preference shares' '11 per cent', 'participating', 'cumulative', 'redeemable', and 'preference' all qualify 'shares' the kind of animal referred to here is in fact a particular category of share. Hence a division by commas (11 per cent, participating, cumulative, redeemable and automatically convertible preference shares) might be misleading in suggesting that any combination or

<sup>\*</sup> This section appears in 'Further categories of English', to be published in Vol. 10, no. 1, 1979.

category of share is possible in that, for instance, an '11 per cent share' or 'an automatically convertible share', meaning 'an 11 per cent ordinary share' or 'an automatically convertible ordinary share' is possible, which is not the case in practice in South Africa. Obviously 'an automatically share' would also present something of a poser to the accounting fraternity, not to mention those of philosophic bent.

The next problem, for there always is more than one, concerning adjectival clauses is brought about by the adjectival form of the verb or the participle. The past participle seems to hold few pitfalls for the uninitiated, as it is clear that 'upended chair' or 'reinstated listing' both fall into one category in which the participle describes what has been done to the noun, but the present participle does cause writers to trip up quite frequently. (Thank goodness there is no definite future participle such as the coniugatio periphrastica in Latin, which is just as awesome as its name sounds and, in spite of this, still a patchwork attempt in discounting the future to the tune of 'the shares to be issued', which of itself is handy in certain set-phrases - 'the meeting to be held' - but can cause some confusion between the share to be issued by the company, meaning 'the shares that are going to be or that will be issued by the company', and 'the shares, to be issued by the company', meaning 'the share that the company shall or must issue'. Therefore in spite of its high sounding name this problem can best be solved by avoiding it, even though a set legal phrase such as 'to vote on the following resolutions that will be proposed at the annual general meeting to be held on 7 April 1985' does not cause unnecessary confusion. The danger, however, does appear in 'to vote on the following resolutions to be proposed at the annual general meeting to be held on 7 April 1985'. Shall or will these resolutions be proposed at this particular meeting? More about 'shall' or 'will' in the section on verbs.)

No, the problem with participles is the unrelated or dangling or unattached present participle that poses an insult to logic and is nevertheless almost done to death by frequent usage and abusage but has, alas, not quite been done yet. Examples of course abound, of which the following are a choice few: 'Realising what was wrong with the Bank, a number of staff were retrenched'. 'Looking west, the fields appear in midnight blue'. 'Seeing the economy dipping even further, it is to be expected that interest rates will follow suit'. These examples are horrifying in their inaccuracy of statement not only as regards misused participles but also as regards the other language abuses and contents. Taken one by one they represent the start of the rogue's gallery of misappropriated

meaning, but before we get at them the first clause of this sentence from 'Taken' up to 'meaning' can serve a useful purpose by illustrating the correct use of a related participle. 'Taken' is the participle (past in this case but never mind 'a participle by any other name') that is related to 'they' meaning 'If they (the three examples of unappropriated participles used) are taken one by one, they represent ...'. Now to the misuses.

In the first one 'realising' is not related to anything within the sentence, for surely the grammatical implication cannot be correct – 'When a number of staff realised what was wrong with the Bank, they were fired' - or can it? There lies the rub: it can. The writer might have intended to convey that, when the Managing Director realised that his Bank was overstaffed with people who could not or would not perform their work properly, he decided to fire them or cut them off with no further funds forthcoming from their present source of employment for longer than another month. The writer should have written the following: 'Realising what was wrong with the Bank, the Managing Director decided to fire (or 'retrench' if that is really meant) a number of staff'. As it stands, the sentence could imply that when a number of staff found out what was wrong with the Bank (probably the Managing Director fiddling the accounts or something else done by somebody else or the powers that be) they were quietly asked to resign to prevent any further realising of anything (including assets) going on. A further possible meaning of the sentence makes the mind boggle with its ethical pretensions: A number of staff realising what was wrong with the Bank, they were retrenched by themselves? The point is, even grammatically so, that the sentence does not have any exact meaning at all, which may give rise to endless speculation and ultimate confusion as to the intention of the writer in writing it. Writer, write clearly.

The second example seems to take personification a step too far by suggesting that, when the fields looked to the west, they went all blue with apprehension or lack of sleep or one thing and another. Probably the intended meaning is: 'Looking west one sees fields of midnight blue (whatever that is) stretching away right up to the horizon or what have you'. Because 'looking' and 'one' are linked in the same category, no comma is necessary, and a comma is in fact inadvisable in the case of a related participial sentence, since the sentence falls into one continuous and contiguous category: someone looking and seeing something at the same time.

Apart from its economic strangely ineffective yield of meaning (whatever that may mean) number three is also a lulu of misdirected intent. 'Seeing' is not only dangling or unattached or un-

related or misappropriated but there is nothing, but nothing, in the sentence that can have any remote connection with it. What (or who?) is seeing the economy dipping (yes 'dipping') and can the interest rates therefore be expected to do something equally strange? Strange to say people do write like that, or is it this? The moral: if participles are going to be falling all over the place, rather use a conjunction and two verbs that divide the sentence into two categories of meaning, which will come across - 'If the economy moves any deeper into the recession, interest rates will be seriously affected' - while the complete nature of the effect may be left safely to the economists to explain. One last rejoinder in illustration however: Had 'the complete nature of the effect (yes effect) being left safely to the economists to explain' been tacked onto the previous sentence as a participial phrase, the spectre of dangling would have risen again, albeit in such a sophisticated form and with so many grammarians or linguists and whatnots at loggerheads that the matter had rather not be raised in too great detail here. Suffice it to say that it would be safe to avoid any semblance of a dangling participle and hence controversy or muddled meaning.

So much for participles, and adverbial participial (see - no comma) phrases, but what about defining and non-defining adverbial clauses, in other words who-, that- and which-sentences? One may well ask.

My brother, who lives in Cape Town, is here for the week-end. (I have one brother, he lives in Cape Town, and he is here for the week-end.)

My brother who lives in Cape Town is here for the week-end. (I have two brothers, one lives in Cape Town, and the other in Port Elizabeth, but the one who lives in Cape Town is up in the Transvaal for the week-end.)

The shares, which will be issued on 7 April this year, will provide good value for money. (The shares are going to be issued on 7 April this year, and they will provide good value for money.)

The preference shares that will be issued on April 7 this year will provide better value for money than the ordinary shares to be issued three months later. (Need more be said — about the grammar?)

'My brother, who lives in Cape Town, is here for the week-end' or 'My brother lives in Cape Town, and he is here for the week-end'. One brother, two categories: living in Cape Town, and being here for the week-end.

'My brother who lives in Cape Town is here for the week-end' or 'My Capetonian brother is here for the week-end'.

One brother, one category: the Capetonian being in the Transvaal for the week-end. (By the way 'being' is not an unattached participle here but is related to 'category' in the form of 'the category of being in the Transvaal as a Capetonian', which probably makes it clear that 'being' can actually be regarded as a gerund or substantival [noun] verb — 'the category of fish' or 'the category of being'. Be that as it may here.)

The shares? The preference shares of 7 April this year are in one category, as opposed to the ordinary shares of three months later in another category. Again the presence or absence of a comma is indicative of a division or no division into categories of the matter presented for perusal.

In other words a non-defining relative clause is not in the same category as the noun it is related to (My brother, who lives in Cape Town, is here) while a defining relative clause falls in the same category as the noun it is describing and can in fact be said to form a part of or to complete that noun (My brother who stays in Cape Town is here, while I have not seen my brother who stays in Port Elizabeth for donkey's years.) In 'My brother who stays in Cape Town is here', 'who stays in Cape Town' can be said to bear a similar relation, within the same category, to 'brother' as 'strangely' bears to 'effective' in 'a strangely effective method'.

While 'who' is usually used for persons and 'that' and 'which' for things and animals, 'that' is permissible for persons in a defining clause (My brother that stays in Cape Town is very ill) but had best be avoided, as it might lead to unnecessary complications; although its use may come in handy in cases such as 'The Board of Directors that acts on this now will be very rash indeed'.

In some circles 'that' is frowned upon as being colloquial and not fit for use in the drafting of a document. Especially the legal fraternity are of this opinion, as is attested by 'The preference shares which will be issued on 7 April will rank pari passu with all the then issued shares in the company, which will satisfy all parties concerned'. The comma still serves to demarcate categories, but it would perhaps have been better to strengthen this by distinguishing between 'that' and 'which' as regards defining and non-defining clauses. In the sentence quoted above the 'which', in 'which will satisfy ...', refers to the ranking pari passu of the preference shares that will be issued on 7 April and introduces a new category of thought, which could also have been done (or which introduction could also have been executed, if one is this way inclined) by 'and this will satisfy all parties concerned'.

'That', however should not be used in a non-defining clause, as it seems out of place there owing to the long-established tradition of non-defining which-clauses as well as to the fact that by doing so a necessary distinction, which may help in some final way towards an easier or better understanding of some involved legal or financial document, will become blurred.