

WHEN IN DOUBT . . . (a quick and easy writing reference)

©August 2004 Jayne Taylor Kacer

CONTENTS

PUNCTUATION

COMMAS

SEMI-COLONS

COLON

APOSTROPHE

DASHES AND PARENTHESES

QUOTATION MARKS

HYPHENS

QUESTION MARKS

BRACKETS

ELLIPSES (. . .)

ITALICS

CAPITALIZATION

COMMONLY MISUSED WORDS

COMMON WRITING ERRORS

"LEGALESE"

APPROPRIATE TONE OF FORMALITY

SUPERFLUOUS STATEMENTS

RUN-ON SENTENCES

BIG WORDS

USE OF PASSIVE VOICE

PARALLEL CONSTRUCTION

CONTRACTIONS

USE ACTIVE VERBS, NOT NOMINALIZATIONS

DEFINED TERMS

FOOTNOTES

MISPLACED MODIFIERS

ENDING A SENTENCE WITH A PREPOSITION

SPLITTING INFINITIVES

PRONOUNS

Failure of pronouns to clearly refer to the words for which they are substitutes

Failure of a pronoun to agree with the noun

When referring to the court

VERB TENSES

Failure of the verb tense to agree with the noun

Past vs. present tense

IMPROPER PLURAL FORM OF A PROPER NOUN

ADJECTIVES v. ADVERBS

ADJECTIVES WITH COUNTABLE AND UNCOUNTABLE
NOUNS

NUMBERS

GRAMMAR AND SPELLING CHECKERS

EDIT, EDIT, EDIT

HELPFUL WRITING AND GRAMMAR WEBSITES

PUNCTUATION

COMMAS

- Comma controversy. Do you use a comma before *and* in a list of more than two items? For example: Is it “apples, oranges, and peaches” or “apples, oranges and peaches”? The final comma may be omitted unless it is necessary to avoid ambiguity (property, torts, legal research and writing, and contracts). Most authorities, however, encourage use of the comma before *and*.
- Use a comma between two adjectives that modify a noun (the confident, well-prepared law student).
- Use a comma in dates. Place a comma between the day of the month and the year. Most writers omit the comma when referring to only the month and year (October 1951, not October, 1951).
- Use a comma after an introductory phrase or clause. (When the class was over, the students celebrated.)
- Use a comma when a conjunction separates independent clauses in a compound sentence. An independent clause can stand alone as a sentence. For example: “One group of students went to the party, and the other group of students went to the library.” When the subject of both clauses is only in the first clause, do not put a comma before the conjunction if the conjunction is *and* because the clause following the conjunction cannot stand on its own. For example: “You should make an outline for each class and participate in study groups.” If the conjunction is something other than *and*, put a comma before the conjunction. For example: “You should make an outline for each class, but do not have to participate in a study group.”
- Avoid comma splices. A comma splice is the placement of a comma between two independent clauses without the use of a conjunction. For example: “One group of students went to the party, the other group of students went to the library.” To correct the sentence, make two separate sentences, separate the independent clauses with a semi-colon, or include a conjunction.

- Use commas to set off phrases in a sentence. If the sentence still makes sense when the phrase is removed, place commas at the beginning and the end of the phrase. For example: “The law student, eager to become a good writer, never missed her legal writing class.”

SEMI-COLONS

- Use a semi-colon to combine two sentences into a single sentence without the use of a conjunction. For example: “One group of students went to the party; the other group of students went to the library.”
- Use a semi-colon when the second independent clause in a sentence begins with a transitional word such as *moreover* or *however*. For example: “One group of students went to a party; however, the other group of students went to the library.”
- To avoid confusion, use a semi-colon to separate items in a series when commas are included in some of the items. For example: “The law students previously majored in engineering; science, such as biology and chemistry; and drama.”

COLON

- A colon can be used to introduce a quotation.
- A colon indicates the start of a series. “The first year law student’s diet consisted solely of junk food: Twinkies, pretzels, donuts, and coffee.”
- A colon may be used to introduce a summary, elaboration, or example.

APOSTROPHE

- Use an apostrophe to indicate the omission of numerals (’83, instead of 1983).

- Use an apostrophe to form the plurals of letters, numerals, and abbreviations. (Do not forget to dot your *i*'s.) The modern trend is to omit the apostrophe when forming the plural of years (1960s).
- When two persons are in possession of a single object, only the second-named person should be in the possessive. For example, if Mom and Dad own a single car, write: "Mom and Dad's car." If Mom and Dad both have their own cars, write: "Mom's and Dad's cars."
- Use an apostrophe when referring to a plural unit of measure. For example: "The law student, who has two weeks' worth of pizza boxes under his bed, decided it was time to clean his room."
- Form singular possessives by adding 's, regardless of how the word ends (Carlos's, Hans's). Exception: Put an apostrophe only (no s) for biblical and classical names that end with a -zes or -eez sound (Socrates').
- Place an apostrophe after the s when forming plural possessives (professors', students'). Do not add a second s (do not write "professors's" or "students's"). If the word is plural but does not end in an s (men, women, geese), add 's (men's, women's, geese's).

DASHES AND PARENTHESES

- Use parentheses to enclose matter that is incidental to the main thought and, if removed, would not have a grammatical effect on the sentence. Commas and dashes also can be used in this situation.
- Use dashes instead of commas or parentheses to draw greater attention to or emphasize a phrase.

QUOTATION MARKS

- Does the punctuation go inside or outside the quotation marks? Place periods and commas inside the quotation marks. Semi-colons and colons should be placed outside the quotation marks. Put question marks, dashes, and exclamation points inside the quotation marks if they are part of the quote; otherwise, put them outside the quotation marks.
- Quotation marks are not used with blocked quotes unless a part of the matter you are quoting includes a quote, in which case only the quote within the quote is placed in quotation marks. Quotations of 50 words or more must be blocked.

HYPHENS

- Use a hyphen when two or more words act together as a single modifier and the modifier precedes the term it modifies (a hard-boiled egg; the egg is hard boiled).
- Do not use a hyphen if the first word is an adverb ending in *ly*.
- A hyphen is typically used with the prefixes *quasi*, *self*, *ex*, and *all*, and the suffix *elect*, but is not used after the prefixes *anti*, *co*, *de*, *inter*, *intra*, *multi*, *non*, *para*, *pro*, *re*, *semi* or *super* unless the second part is capitalized or the hyphen is needed to avoid confusion.
- Use a hyphen when its omission will confuse the reader (pre-judicial, prejudicial).
- Use hyphens for numbers twenty-one through ninety-nine and fractions (one-fifth).

QUESTION MARKS

- A question mark must be placed at the end of a direct question. (Is this your book?)
- Do not use a question mark at the end of a command or request that is politely phrased as a question. (Will you please take your feet off the desk.)

BRACKETS

- Place brackets around words added to or modified in a quote.

ELLIPSES (. . .)

- Use ellipses to indicate an omission in a quote. Do not, however, use an ellipses at the beginning of a quote or when quoting a phrase or clause instead of a full sentence.
- Put a space between each period.
- If an ellipses is used at the end of a sentence, add a fourth period.

ITALICS

Italicize:

- *Id.* and *id.*
- Case names
- Titles of books, magazines, newspapers, plays, movies, works of art, and musical compositions
- Names of ships, aircraft, and spacecraft
- Words, letters, and figures when referred to as words, letters, and figures (Example: The word *judgment* is often misspelled.)
- Foreign words and phrases that have not been naturalized in English (pasta, *frommage*)

Do not italicize Latin words and phrases commonly used in legal writing: i.e., e.g. (unless used as a signal in a citation), *res judicata*, *res ipsa loquitur*.

If your word processing software does not allow for italics, underline instead.

CAPITALIZATION

- Capitalize the names of agencies, government bodies, and government offices (Congress, the Legislature).
- Capitalize titles when they precede the name (President Lincoln), but not when the titles are used alone or follow the name (The emperor has no clothes; Isabella, the queen of Spain).
- Words of family relationship are capitalized when they precede or take the place of the person's name (Cousin It; call Mother everyday; call your mother).
- Corporate titles are capitalized when referring to specific individuals (Justin Taylor, Vice President; the vice president called me).
- Capitalize all words in the titles of books, etc. except internal conjunctions of four words or less, prepositions of four words or less, and articles (*The Grapes of Wrath*).
- Names of specific areas or places are capitalized (the Northwest, the Big Apple). Capitalize *west*, *east*, *north*, and *south* only when indicating a part of the country, not when referring to a direction.
- Capitalize *circuit* only when it refers to a specific circuit (the Ninth Circuit, the circuit court).
- Words designating national, regional or local areas, districts or divisions are capitalized when they are essential elements of a name (New York City); however, they are usually in lower case when they precede a proper name or are used alone (the state of California; fires in four states).
- Capitalize seasons only when used in a title (the Fall 1995 edition).
- Capitalize periods (the Victorian Era) and events (the KROQ Weenie Roast), but not century numbers (twenty-first century).
- Capitalize trademark names (Diet Coke, Roxy, Billabong).

- Capitalize the names of national, political, racial, social, civic, and athletic groups (Anaheim Angels, Austrians, Green Peace, Anti-Defamation League).
- The word *court* is capitalized when naming any court in full (Orange County Superior Court), referring to the U.S. Supreme Court, and referring to the court to which the document will be submitted (This Court should issue an order).
- Capitalize party designations (plaintiff, defendant, etc.) only when referring to the parties in the matter that is the subject of the document.
- Capitalize the titles of court documents that have been filed in the matter that is the subject of the documents, but only when the actual title or a shortened form of its actual title is used. Do not capitalize generic document names. For example: “In his First Amended Complaint, Plaintiff argues” “A complaint is subject to a motion to strike when”
- Capitalize *federal* only when the word it modifies is capitalized (the Federal Reserve, federal legislation).

COMMONLY MISUSED WORDS

- *a v. an*—Use *a* with words beginning with a consonant sound. Use *an* with words beginning with a vowel sound (an MBA degree, a European).
- *Accept v. except*—*Accept* means to “receive willingly,” “to make a favorable response,” “to assume an obligation to pay,” and “endure without protest.” *Except* means “all but” or “other than.”
- *Adapt v. adopt*—*Adapt* means “to modify.” *Adopt* means “to accept as one’s own.”
- *Advise v. advice*—*Advise* is a verb meaning “to recommend.” *Advice* is a noun that means “an opinion” or “recommendation.”

- *Affect* v. *effect*—*Affect* is a verb meaning “to influence.” *Effect* used as a noun means “result”; *effect* used as a verb means “to produce” or “accomplish.”
- *All of*—Omit *of* unless followed by a pronoun.
- *All right*, not *alright*
- *Already* v. *all ready*—*Already* indicates time. *All ready* means “prepared.”
- *All together* v. *altogether*—*All together* means “at one place.” *Altogether* means “completely” or “in all.”
- *Allude* v. *elude*—*Allude* means “to refer to something indirectly.” *Elude* means “evade,” “avoid,” and “escape.”
- *Among* v. *between*—Use *among* when referring to undefined or collective groups. Use *between* when referring to one-on-one relationships.
- *Any and all*—Use one of these words, not both.
- *Assure*, *ensure*, and *insure*—*Assure* means “makes promises to convince”; *ensure* means “make certain”; *insure* is what insurance companies do.
- *A while* v. *awhile*—Use *a while* when the term is preceded by a preposition. For example: “She read for a while.” If the preposition is eliminated, use *awhile*. Example: “She read awhile.”
- *Can* v. *may*—*Can* is used to indicate “ability.” *May* is used to indicate “permission,” “possibility,” or “authorization.”
- *Cite* v. *site*—*Cite* means “refer to.” Use *site* to indicate a location.
- *Clearly*, *undeniably*, and *obviously*—Avoid the use of these words in legal writing. Most things are not clear or obvious. If they were clear or obvious, the parties probably would not be arguing about them. Only use these words when something is truly clear or obvious. Otherwise, you weaken your argument.

- *Continual* v. *continuous*—*Continual* means “frequently recurring.” *Continuous* means “without interruption.”
- *Counsel* v. *council*—Use *council* to indicate a deliberative group or executive body. When used as a verb, *counsel* means “to advise.” When used as a noun, it means “legal adviser.”
- *Discrete* v. *discreet*—*Discrete* means “separate” or “distinct.” *Discreet* means “cautious, judicious.”
- *Disinterested* v. *uninterested*—Use *disinterested* to indicate a lack of personal interest or bias. Use *uninterested* to indicate a lack of interest.
- *Each and every*—Use one of these words, not both.
- *e.g.* v. *i.e.*—*e.g.* means “for example.” *i.e.* means “that is” or “that is to say.”
- *Elicit* v. *illicit*—*Elicit* means to “draw out.” *Illicit* means “not permitted.”
- *Eminent* v. *imminent*—*Eminent* means “distinguished.” *Imminent* means “impending.”
- *Esq.*—In the United States, this abbreviation is commonly used after the names of both male and female attorneys. In England, however, it is only used with the names of men thought to have the social status of a “gentleman.” Do not use *Esq.* with your own name or any other title (Dr., Ms., Mr.).
- *Et al.* v. *etc.*—*Et al.* means “and others.” *Etc.* means “and other things.” Use *et al.* when referring to people; otherwise, use *etc.*
- *Farther* v. *further*—*Farther* indicates distance. *Further* means “to advance.”
- *Guarantee* v. *guaranty*—*Guarantee* means “an assurance for fulfillment.” *Guaranty* means “something given as security.”
- *Hang* v. *hung*—People are hanged; paintings and juries are hung.

- *However*—Do not use *however* at the beginning of a sentence when used as *nevertheless*. It may be used at the beginning of a sentence if used as *in whatever way* or *to whatever extent*.
- *I* v. *me*—Use *I* as the subject of a sentence. As the object of a verb or a preposition, use *me*. When there are two pronouns (one of which is *I* or *me*), or there is a pronoun (*I* or *me*) and a noun, drop the other noun or pronoun. This will help you decide whether to use *I* or *me*. For example: “She gave the book to Wally and—(*I* or *me*).” Drop *Wally and*. “She gave the book to I” does not make sense so use *me* in this sentence.
- -ible v. -able—If the root is not a complete word, use -ible (horrible, visible). Use -able if the root is a complete word. Some exceptions include *irritable*, *flexible*, *responsible*, *inevitable*, *contemptible*, and *digestible*.
- *In order to*—Just use *to*.
- *Irregardless*—There is no such word. Use *irrespective* or *regardless*.
- *Its* v. *it’s*—*It’s* is a contraction for *it is*. *Its* is the possessive form of *it*.
- *Judgment*, not judgement—Learn to spell this word correctly.
- *Kind of* and *sort of*—Use *rather*, *somehow*, or *somewhat* instead.
- *Lie* v. *lay*—Generally, the former means “to recline,” and the latter means “to place or arrange.” The past tense of *lie*, however, is *lay*, and the present perfect tense of *lie* is *have lain*.
- *Loath* v. *loathe*—*Loath* is an adjective meaning “reluctant” or “unwilling”; *loathe* is a verb and means “detest.”
- *Lose* v. *loose*—*Lose* means “to misplace”; *loose* means “not tight-fitting.”
- *Myself* (also *himself*, *herself*, *ourselves*, *itself*, *themselves*, and *yourself*)—Use these reflexive pronouns only when they refer back to another word in the sentence. (I baked it myself, not my sister and myself baked it.)
- *Null and void*—Use one of these words, not both.

- *Off of*—*Off* is sufficient.
- *On the part of*—Use *by* instead.
- *Oneself*, not one's self
- *Only*—Put this word directly before the words to be limited by it.
- *Otherwise*—Use at the beginning of a sentence or after a semi-colon, not after a comma.
- *Plead*—The preferred past tense is *pleaded*, not *pled*.
- *Prescribe* v. *proscribe*—*Prescribe* means “to dictate”; *proscribe* means “to prohibit.”
- *Principle* v. *principal*—A *principle* is a fundamental belief, rule or understanding. A *principal* is the lead person. When used as an adjective, *principal* means “a thing or matter of primary importance.”
- *Shall* v. *will*—Many writers consistently use *shall* when referring to a command or something that is mandatory. According to Bryan Garner’s *The Elements of Legal Style*, however, these words should be used as follows in formal prose: To indicate simply futurity, use *shall* with *I* and *we*; use *will* with *you*, *he/she/it*, and *they*. When indicating determination, a promise, or a command, use *will* with *I* and *we*; use *shall* with *you*, *he/she/it*, and *they*.
- *Stationary* v. *stationery*—*Stationary* means “at rest” or “immobile.” *Stationery* is writing paper.
- *Than* v. *then*—Use *than* when making a comparison. Use *then* when referring to a result or something that occurred later in time.
- *That* v. *which*—*That* is used with restrictive clauses (clauses that are essential to the grammatical and logical completeness of the sentence). *Which* is used in nonrestrictive clauses (clauses that, if omitted, would not change the meaning of the sentence). Nonrestrictive clauses typically are set off by commas. Can’t decide? Put the clause in parentheses. If the basic meaning of the sentence remains intact without the clause, use *which*.

- *Their, they're, and there*—*Their* is the possessive form of *they*. *There* means “that place.” *They're* is a contraction for *they are*.
- *Therefore v. therefor*—*Therefore* means “it must follow that.” *Therefor* is legalese for *for it* and *for that*. Use these words instead.
- *To, too, and two*—*Too* means “also” or “very.” *Two* means the number 2. *To* is a preposition or the first part of the infinitive form of a verb.
- *Until and till*—These words are interchangeable. Do not use *'til* or *'till*.
- *Waiver v. waver*—*Waiver* means “to relinquish a known right or claim”; *waver* means “to hesitate.”
- *Were, we're, and where*—*Were* is a past tense of “to be.” *We're* is a contraction for *we are*. *Where* is a location.
- *Whether or not*—*Whether* is sufficient.
- *Who v. whom*—*Whom* is used as the object of a preposition or verb. *Who* is used as the subject of a clause. Confused? Here is a tip. Delete the part of the sentence that comes before *who/whom* and replace *who/whom* with *he* and *him*. If *he* sounds right, use *who*. If *him* sounds right, use *whom*.
- *Who's v. whose*—*Who's* is a contraction for *who is*. *Whose* is the possessive form of *who*.
- *Willful, wilful, and willfull*—*Willful* is the preferred American spelling, *wilful* is the preferred British spelling, and *willfull* is a misspelling.
- *You're v. your*—*You're* is a contraction for *you are*. *Your* is the possessive form of *you*.

COMMON WRITING ERRORS

“LEGALESE” Banish from your vocabulary words and phrases like *preparatory to, aforementioned, heretofore, comes now the plaintiff, said* (when it replaces *the, this* or *that*; i.e., “said plaintiff”), and *forthwith*.

APPROPRIATE TONE OF FORMALITY

Do not use first names unless you are referring to a minor.

Avoid using the first person. Don’t say “I think” or “I believe.” The court does not care what you think or believe; the court wants to know what the law is.

Avoid colloquialisms and jargon (“partying,” “24/7”). As Matthew Ross, a senior research attorney at the Court of Appeal for the Fourth District, Division Three and one of the best legal writers I know, once said: “Yes, it is true. Shakespeare did create new words. When you write like Shakespeare, you may too.”

SUPERFLUOUS STATEMENTS

Avoid throat-clearing words and phrases such as *interestingly* and *you should note that*. When editing, look for introductory words and phrases followed by a comma. In most instances, the word/phrase adds nothing, and the word/phrase and the comma can be deleted.

RUN-ON SENTENCES

Use short sentences. If a sentence has a lot of commas in it or takes up more than three lines on the page, chances are good that it is a run-on sentence. Solution—rearrange the sentence or make two separate sentences.

BIG WORDS

Don't use a \$10 word when a 10¢ word will do. Otherwise, some readers will have to refer to a dictionary to understand what you have written. Example: Use *short* instead of *diminutive*.

USE OF PASSIVE VOICE

When writing in the active voice, the subject of the sentence acts upon the object. In the passive voice, the object does the acting, and the reader has to wait until the end of the sentence to find out who the actor is. This results in longer sentences. Also, use of the passive voice can result in confusion for the reader because the identity of the actor is sometimes omitted all together in sentences written in the passive voice. Passive voice is easy to recognize because the verb phrase includes a form of the verb "to be" in almost all instances: *am, is, was, were, are* or *been*.

Examples:

Active voice: Hunter read the book.

Passive voice: The book was read by Hunter.

Active voice: Ozzie filed a complaint.

Passive voice: A complaint was filed by Ozzie.

A complaint was filed. (Here, the actor is not even identified.)

Writing in the active voice is preferred in most instances. Use of the passive voice is acceptable, however, when the object is more important than the identity of the actor, when needed to clarify the relationship between old and new information, or when you want to downplay the connection between the actor and actions.

PARALLEL CONSTRUCTION

Sentence structure should be consistent when joining words, phrases, or clauses. This typically occurs after “and,” “or,” or a colon. Write: “Gidget likes to snowboard and to surf.” Or: “Gidget likes snowboarding and surfing.” Do not write: “Gidget likes to snowboard and go surfing.”

CONTRACTIONS

Do not use contractions in legal writing (unless they are included within a quotation).

USE ACTIVE VERBS, NOT NOMINALIZATIONS

A nominalization is the conversion of a verb into a noun. Use active verbs instead. Here is an example from *Legal Reasoning, Writing and Persuasive Argument* by Robin Wellford-Slocum.

Nominalization: Michael engages in sleeping activities on a futon in a loft area of the garage.

Active verb: Michael sleeps on a futon in a loft area of the garage.

DEFINED TERMS

It is helpful to use defined terms instead of repeatedly referring to a long name or title. For example: (“NYSE” instead of “New York Stock Exchange”). To indicate to the reader that you will be using a defined term, state the full name followed by the defined term in quotation marks within parentheses: The Kacer Family Trust dated October 21, 1981 (“Trust”); Grand Funk Railroad (“GFR”); *It’s A Beautiful Day* (“White Bird”). After you have defined a term, use the abbreviated version of the term for the remainder of the document. Do not define terms unless you will be using them repeatedly. Also, avoid creating defined terms that are unflattering. For example, if the opposing party’s name is Boston Underground Railway Program, do not use the first letter of each word, i.e., “BURP.”

FOOTNOTES

Use footnotes sparingly. If something is important, don't hide it in a footnote. If it is not important, why are you including it? Some attorneys use footnotes as a way of fitting their briefs within the page limitations imposed by the courts. The courts are well aware of this trick and probably ignore the footnotes in most of these situations. I too am aware of this trick, so think twice before applying it to your LRW assignments.

MISPLACED MODIFIERS

A modifier is a word, phrase, or clause that describes or clarifies another word in the sentence. A modifier is misplaced if the reader might think the modifier applies to a word different than the word the author intended. Here's an example from Richard Wydick's *Plain English for Lawyers*: "Being beyond any doubt insane, Judge Weldon ordered the petitioner's transfer to a state mental hospital." Who is insane—the judge or the petitioner? You can clear up the ambiguity by relocating the modifier. If the insane person is the petitioner, write: "Judge Weldon ordered the insane petitioner transferred to the state mental hospital."

ENDING A SENTENCE WITH A PREPOSITION

Avoid ending a sentence with a preposition. Prepositions include words like *above, below, across, against, ahead of, along, around, behind, beneath, beside, between, from, inside, hereby, off, through, toward, under, with, and within*. The goal of the rule is to end sentences with strong words, not weak ones. This rule is not thought to be as important as it once was, but you should continue to adhere to the rule unless it results in an awkward or stilted sentence.

SPLITTING INFINITIVES

An infinitive is a verb preceded by *to*, e.g., "to run," "to sit." Here is an example of a split infinitive: "It is not necessary to quickly run to the store." Instead, write: "It is not necessary to run quickly to the store."

PRONOUNS

1. Failure of pronouns to clearly refer to the words for which they are substitutes

“The judge asked the attorney about the issue that he was explaining.” Who was doing the explaining? The judge or the attorney?

This problem frequently arises when using *this*, *that*, *those*, *he*, and *she*. The best way to correct the problem is to eliminate the pronoun.

2. Failure of a pronoun to agree with the noun

If the noun is singular, the pronoun must be singular. For example, write: “If the factory closes, it must give prior notice to its employees,” not “if the factory closes, they must give prior notice to their employees.”

When the gender is unstated (“a student”), avoid sexist language. Use *his or her*, *his/her* or *they*. Better yet, do not use a pronoun; use the noun instead.

3. When referring to the court

Refer to the court in the singular, even when it is a panel of two or more judges or justices.

VERB TENSES

1. Failure of the verb tense to agree with the noun

If the noun is singular, the verb must be singular. This error occurs most often when using these words: *Either*, *none*, *each*, *each one*, *everybody*, *everyone*, *anybody*, *anyone*, *somebody*, and *someone*. All of these words are singular. Use “none is,” not “none are.”

When two or more singular nouns or pronouns are connected by *or* or *nor*, the verb should be singular. If the conjunction *and* is used, use a plural verb. When a singular noun and a plural noun are joined by *or* or *nor*, the verb should agree with the subject closest to the verb. Examples: “Neither the boy nor his friends study every day.” “Neither the students nor their friend studies every day.”

Collective nouns such as *group*, *class*, and *committee* are considered singular.

2. Past vs. present tense

Present tense—rules of law, facts that still exist

Past tense—facts in cases, client facts that occurred in the past, court holdings

IMPROPER PLURAL FORM OF A PROPER NOUN

If a proper noun ends in *s*, *sh*, *ch*, or *x*, add *es* to form the plural. Otherwise, just add *s*. Do not use 's to form the plural of a proper noun. For example: “Joneses,” not “Jones’s.”

ADJECTIVES v. ADVERBS

Adjectives modify nouns and pronouns. Adverbs modify verbs, adjectives, and other adverbs. Adverbs are easy to recognize because many end in *ly*. Many writers (and Rex Hudler) err by using an adjective to modify a verb. Wrong: “She did poor on her test.” Correct: “She did poorly on her test.” Use of an adjective to modify a noun or pronoun is proper only if the adjective follows a form of the verb “to be” or a “sense” verb such as *feel*, *taste*, *smell*, *sound*, *look*, *appear*, or *seem*. For example: “Skip has been sick all week.” *Sick* is an adjective that modifies *Skip* and is preceded by a form of the verb “to be”—*has been*. Further example: “I feel sick.” *Sick* is an adjective that modifies *I* and is preceded by a sense verb—*feel*.

ADJECTIVES WITH COUNTABLE AND UNCOUNTABLE NOUNS

Countable nouns include *students*, *books*, *dogs*, *help*, and *cars*.

Uncountable nouns include *water*, *food*, and *stress*.

A little bit of—Use only with uncountable nouns.

A lot of/lots of—Use *a lot of* with countable nouns; use *lots of* with uncountable nouns.

Few/fewer and *little/less*—Use *few* and *fewer* with countable nouns; use *little* and *less* with uncountable nouns.

Many/much—Use *many* with countable nouns; use *much* with uncountable nouns.

Plenty of/enough—Both words may be used with countable and uncountable nouns.

Some/any—Both words may be used with countable and uncountable nouns.

NUMBERS

Spell out numbers *zero* through *ten*.

Exceptions:

If a sentence includes one number smaller than *11* and one number that is *11* or larger, use numerals for both numbers.

Use numerals for numbers smaller than *11* in calculations.

Use numerals for numbers smaller than *11* in units of measure: \$1 million, 7 centimeters.

Use a numeral when a number smaller than *11* is used for identification. For example: the 5 Freeway.

Use a numeral for numbers smaller than *11* when referring to a page number or the division of books and plays (to indicate the chapter, scene, or act).

Spell out numbers larger than *10* if they begin a sentence. For example: Nineteen students went to the party.

When indicating percent, the numbers *zero* through *ten* may be written out or numerals may be used. Write the word *percent* instead of using the percent sign (%) unless you are making reference to several different percentages.

GRAMMAR AND SPELLING CHECKERS

Most word processing programs have grammar and spelling checker functions. Use them! They're not perfect, but are very helpful.

EDIT, EDIT, EDIT

As one of my former partners, Matthew Ross, once said: "Edit with a machete, not a butter knife."

HELPFUL WRITING AND GRAMMAR WEBSITES

www.andromeda.rutgers.edu/~jlynch/Writing/

www.askoxford.com

www.dictionary.com/writing

www.drgrammar.org

www.grammarbook.com

www.grammarlady.com

www.grammarnow.com

www.grammarstation.com

<http://owl.english.purdue.edu/>

www.refdesk.com

www.sharpwriter.com

www.webenglishteacher.com

www.webgrammar.com