

LEGAL WRITING SECTION 9
LARSON/SOBOTKA

Style Sheet
For 2006-07 Academic Year
September 4, 2006

This handout serves two purposes: (1) directing you how to format and turn in assignments; and (2) identifying common word choice, grammar, and sentence construction problems for you to avoid in you writing. Please note: We have not assumed in identifying the common problems that you will make these errors; rather, we are alerting you that these errors were among the most common in previous years. We recommend you review this style sheet before proofing each of your assignments.

These instructions supersede any conflicting instructions in the syllabus and Clary Lysaght. This style sheet is subject to revision during the year. Items in bold italics are ones students seem to have the most trouble with.

ASSIGNMENT FORMAT

Unless instructed otherwise, format each of your assignments according to the following requirements:

1. Prepare your assignments in Microsoft Word (or an application that will save documents in Word or RTF format).
2. Letter size (8.5 in. x 11 in.) paper.
3. Double spaced.
4. 12 point Times New Roman.
5. Margins at 1 in. on all sides.
6. Text left aligned (not justified).
7. Hyphenation is acceptable but not required.
8. A page number in the bottom center of each page (including the first page); e.g., “ – 1 – ”

TURNING IN ASSIGNMENTS

9. Generally, you must turn in your assignment on TWEN. The instructors will print it out or grade it electronically, as they prefer. The assignment is due on TWEN at the beginning of the class period for which it was assigned. Bring either a printout of your assignment or your laptop with the assignment on board to class for use in discussions. Your instructors will return your assignment to you electronically or in a single paper copy showing instructor remarks. We may ask you to turn in a single copy of your assignment on clean white paper; in that case we will collect the assignment at the end of the class at which it is due.
10. Assume that these instructions apply unless you are given new instructions. You may also be asked to turn in your legal writing portfolio with an assignment. ***You are responsible for keeping all your graded assignments together in your legal writing portfolio during the year, as we may periodically review your work year-to-date.***

WORD CHOICE

11. *A business entity takes singular, neuter verbs and pronouns.* The proper pronoun for a business organization like Acme, Inc., is always “it,” not “they.” It takes verbs in the singular. E.g., “Acme *is* likely to win; *it satisfies* all of the elements.”
12. *Use new legal terms with care.* Many students struggle with the use of terms that have legal significance. If you read a term in a case that sounds like a “term of art,” look it up immediately in *Black’s*. Under no circumstances should you use it in your assignment without being absolutely sure of its meaning.
13. *Do not overuse “which” and “that.”* Before finalizing your paper we recommend you run through it and do the following: Wherever you find a “which,” consider whether “that” sounds good; if so, change to “that.” Wherever you find a “that,” consider whether it can be deleted; if so, delete it.
14. *“Whether or not.”* It is usually not necessary to use the words “or not” with “whether.” “Whether” implies the alternative: “See whether Mr. Smith is coming.” The additional words would be superfluous. There are cases where “or not” is necessary; use it then.
15. *Clearly, obviously, etc.* The words, “clearly,” “obviously,” “without a doubt,” etc. are the refuge of those with weak arguments, and they should generally have no place in your writing. Just say what you are asserting and tell us why to believe it.
16. *And/or.* The expression “and/or” is an abomination. Say “and” if you mean “and” and “or” everywhere else. In some contexts you need to clarify whether “or” means “A or B, or both” or “A or B, but *not* both.” *Nobody* really knows what “and/or” means.

SENTENCE CONSTRUCTION

17. **Generally, avoid the passive voice and nominal constructions.** *There are cases where the passive voice is appropriate or even necessary. You should use it only when you are making a conscious choice to do so. Many students also frequently use nominal phrases; e.g., “It is a fact that Smith panicked” - more words than “Smith panicked,” but no more meaning. We suggest, before you print your final work, running a Find in MS Word for “is,” “are,” “was,” “were,” “be,” and “been.” Those words often show up in passive and nominal constructions.*
18. *Take care where you position adverbs in your sentences.* Compare “The creditor will be only minimally satisfied by a \$1,000 payment,” with “The creditor will be minimally satisfied only by a \$1,000 payment.” These two sentences do not have the same meaning or emphasis. This is especially important when you paraphrase the courts’ rules.

STYLISTIC ISSUES

19. *Hyperbole and literary tools.* Some students made use of hyperbole and other literary tools. This is not a problem in itself. When you proof your work, however, make sure that everything you have said is literally true; judges and other lawyers will hold you accountable if you fail on this point.
20. **Initial dependent clauses.** *Some students write papers where almost every sentence begins with a dependent clause: “While some of Smith’s actions may suggest that he was dissatisfied with the sauce for improper reasons, he really acted in good faith.” These sentences are the confections in the legal writer’s pantry. The meat and potatoes consist of sentences where the subject and verb come right at the front: “Smith acted in good faith, despite any evidence ABC may offer to show otherwise.” Generally use*

sentences that begin with dependent clauses only as an occasional break from what would otherwise be a monotonous, Hemingway-esque, machine-gun style of writing.

21. *Joining sentences (or not).* As a general rule, two sentences should express two ideas, and they are easier to read separately. You should join two sentences only if they gain something from being together. When joining two complete sentences together into one sentence, you need punctuation and sometimes a conjunction. You can join two sentences with a comma and a conjunction: “The man bit the dog, and the dog bit the man.” You can join them with a semi-colon, in which case the conjunction becomes optional: “The man bit the dog; the dog bit the man.” (We warn against excessive semi-colonization, however.) It is an error (called a “comma splice”) to join two sentences with only a comma: “The man bit the dog, the dog bit the man.”

TECHNICAL ISSUES

22. *Use two commas to set a year off from the rest of a date:* “*On May 10, 2005, Acme....*”
23. Commas and periods go inside quotation marks: She said, “Go away.” NOT: She said, “Go away”. This is an aesthetic/typographical rule, not a logical one.
24. *Do not use contractions in your legal writing. It looks unprofessional to the trained eye.*
25. *Italics.* Generally, do not use both Italic and underlined type in your work. Underlining has traditionally been used when Italic type is unavailable (e.g., on old-style typewriters). When deciding whether to use Italics or underlining, consider this: Italics are easier to read and are graphically more appealing; underlining stands out more prominently.
26. *Spaces between sentences.* Many students put one space between sentences, and others sometimes put one and sometimes two. Proportional typefaces, like Times New Roman, were designed to need only one space between sentences. We advise the use of two because most lawyers, especially older ones, reading your work will prefer it that way. Be sure you are consistent, regardless which number of periods you decide to use.
27. *Do not capitalize words unnecessarily.* When referring to your memorandum, say “this memorandum” (not “Memorandum”). References to “Promissory Estoppel” and “Standard of Review” should be lower case.
28. **Widowed section headers.** *A section header should not be widowed at the bottom of a page while its section begins at the top of the next. MS Word has a formatting option to solve this: Select the heading paragraph and any blank line between it and the first paragraph of section text, chose Paragraph from the Format menu, click on the Line and Page Breaks tab, and check the Keep with Next box. (Contact your instructor if you need help doing this.)*
29. *Using colons.* Generally, colons should come at the end of complete sentences and signal the appearance of an example or list: “There are three colors of shirt: red, green, and blue.” It is usually an error to end a fragment with a colon: “The three shirt colors are: red, green, and blue.” This colon is distracting and unnecessary.
30. *Numbers.* We discourage use of a number spelled out followed by the corresponding numeral in parentheses: “Smith has ten (10) days to....” This form of notation is tedious to read, is prone to problems (as when a drafter changes one version of the number but not the other), and appears pompous to non-lawyers (and to many lawyers). (The problem is much greater in contract drafting, where there may be dozens of numbers on a single page.) The *Blue Book* offers the correct alternative in Rule 6.2.