

Avoid the Most Common Comma Crimes Committed by Counsel

Eight Commandments

By Ross Guberman

From the loftiest law firms to the grandest judicial chambers, I see the same comma errors time and again. In the name of consistency, and perhaps even sanity, consider committing to these Eight Comma Commandments.

1. Thou Shalt Include a Comma Before a Conjunction That Introduces an Independent Clause.

Put a comma before a midsentence *and* or *but* if what follows could be a sentence on its own. If what follows is just a phrase, a comma is unnecessary, if not an outright mistake.

Comma here:

I would love to take you on as a **client**, **but** my workload makes it impossible for me to do so right now.

But no comma needed here:

I would love to take you on as a **client but** will need to wait until I have more time.

Comma here:

The Court denied **summary judgment**, **and** it also dismissed Count Two with prejudice.

But no comma needed here:

The Court denied **summary judgment and** dismissed Count Two with prejudice.

2. Thou Shalt Not Insert Commas Around a Mid-Clause *Thus* or *Therefore* That Is Stressed.

So this:

She is therefore inclined to postpone the meeting indefinitely.

And this:

Underwriter's Counsel thus rejected our proposal.

But not this (unless *should* is stressed instead of *therefore*):

The Court should, therefore, grant summary judgment.

3. Thou Shalt Put Commas Around a Name Only When It Is the Sole Member of the Group.

So this:

My sister, Mary, is my only sibling.

And this:

My sister Mary is my favorite sister.

4. Thou Shalt Include Commas in a Series of Adjectives Only When They Modify the Noun Separately.

Hint: If you can add the word *and* between the adjectives, add commas.

So this:

Under **long-standing tort principles**, you cannot get damages in this case unless you can first prove that the shopkeeper owed you a duty.

And this:

Although it's fashionable to attack lawyers, many of my colleagues have proved to be **loyal, sincere friends**.

But not this:

This second opinion appears to comprise **two, equally inadmissible components**.

5. Thou Shalt Set Off Complete Dates with Commas, but Thou Shalt Not Insert a Comma Between a Month and a Year (Unless Thou Writest for *The New Yorker*).

So this:

You have until **May 1, 2016**, to get back to us with your answer.

And this:

I can tell you that **January 2016** was a tough month for my firm.

But not this:

I can tell you that **January, 2016** was a tough month for my firm.

6. Thou Shalt Place Commas Inside Closing Quotation Marks, Unless Thou Art in England or a Commonwealth Country, Art a Sworn Anglophile, or for Other Reasons Preferrest British English.

American:

The Agreement uses the phrase "party of the first **part**," **but** I have never really understood what that means.

British:

The Agreement uses the phrase "party of the first **part**", **but** I have never really understood what that means.

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Exception: When the comma is part of the original quoted material, in British English the comma goes inside the closing quotation mark:

America's Second Amendment begins with the words "A well-regulated **Militia,**" **which** in colonial times was considered to include the whole free adult male citizenry.

7. Thou Shalt Set Off Introductory Phrases with Commas.

It's true that in very simple sentences, you don't need to set off introductory phrases with commas:

Last Monday I went to the doctor.

A better rule for legal writers, though, is to set off all such phrases with commas:

So this:

To the best of my knowledge, California law does not allow you to sue on that basis.

And this:

Each spring, our firm holds a meeting at an off-site location to discuss strategic plans for the next fiscal year.

But not this:

With one exception my client never misrepresented the terms of the initial agreement.

Freebie: Avoid putting a comma after a coordinating conjunction at the start of a sentence.

So no comma after *But* here:

I have a lot of thoughts on how to structure this deal. **But** I'll need to get back to you on the tax implications.

To remember which words are coordinating conjunctions, just think FANBOYS: **for, and, nor, but, or, yet, so.**

8. Thou Shalt Include a Comma Before a Participle That Modifies an Entire Preceding Phrase or Clause and Avoid a Comma Before a Participle That Modifies Just the Preceding Noun.

So this:

Last week, I went to an interesting **lecture making** sense out of the 2008 financial crisis.

(The lecture itself is what made sense out of the 2008 financial crisis.)

But this:

Last week, I took your advice and attended an interesting **lecture, making** me wish that I followed your lead more often.

(The whole experience of listening to your friend's advice, and not just the lecture itself, is what made you wish that you took similar advice more often.)

When it comes to following these rules, the benefits of consistency far outweigh the costs of rigidity. That said, as with all commandments, good faith is probably enough! ■

Ross Guberman, the president of Legal Writing Pro, has trained more than 30,000 judges and lawyers on three continents. He is the author of Point Made: How to Write Like the Nation's Top Advocates and Deal Struck: The World's Best Drafting Tips. His new book, Point Taken: How to Write Like the World's Best Judges, has been called "by far the best book I've seen on judicial writing."

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