

PLAIN LANGUAGE

Some points of punctuation

BY JOSEPH KIMBLE

I've recently finished editing an anthology called *Gems from The Scribes Journal of Legal Writing—Volumes 1–20*. The *Scribes Journal*, founded in 1990, was the first scholarly journal devoted exclusively to better legal writing. There were three chief editors for the first 20 volumes: Bryan Garner (volumes 1–7), me (volumes 8–14), and Mark Cooney (volumes 15–20). Each of us is (or tries to be) punctilious about formatting, usage, and style.

While editing the anthology, I was reminded of some of the punctuation guidelines that the *Journal* adheres to — perhaps not invariably over time, but certainly in almost all instances. And I thought that a handful of them might be of interest to readers of this column. Of course, these are only some of the many punctuation choices that any writer needs to make.

All the bulleted examples below are from the anthology. (I'll forgo the citations.)

—Don't use a comma after a sentence-starting conjunction. When you start a sentence with *And*, *But*, or *So* — as you should with some regularity — don't follow with a comma. Using one after *So* seems especially common, perhaps because Word's style-checker highlights it as a possible error. But they are all the same part of speech — coordinating conjunctions — so they should all be treated the same.

- And using more words often makes things more ambiguous.
- But perhaps things are changing.
- So here are the studies, which you can read and assess for yourself.

—Normally, use a comma after an introductory word or phrase, even a short one. The comma provides a structural cue to the reader that the main clause, the independent clause, is probably coming up.

- In formal legal writing, occasional colloquialisms may give the prose variety and texture; in moderation, they are entirely appropriate, even in judicial opinions.
- With that, I rest my case.
- In law school, one of my favorite professors taught me that when I write, I should communicate effectively, not sound like a lawyer.

But this is not a hard-and-fast rule. Sometimes (as in this sentence) you might not want the very brief pause that the comma provides. For consistency, though, and to avoid having to decide in each instance, consider using the comma virtually every time.

—Hyphenate phrasal adjectives, also called compound adjectives. Probably no legal journal anywhere is as fastidious about this as the *Scribes Journal*. Some authorities would not hyphenate common compounds like *real estate* (as in *real estate contract*) and *law school* (as in *law school curriculum*), because readers will easily grasp them as a unit.¹ But we think writers should not have to decide with each one how well established it is or whether a hyphen is needed to prevent a possible miscue. (There are standard exceptions for *-ly* adverbs (*highly regarded attorney*), proper nouns (*New York style*), and foreign phrases (*in camera proceedings*).)²

- That distinction is now embedded in law-school legal-writing programs.
- Here are some lists of plain-English principles from the advocates.
- A credit-card account was once covered by a page, but now by about 25.

—Don't hesitate to use contractions. Some legal journals still frown on contractions, but we think they contribute to the relaxed, conversational, readable, idiomatic style that the *Scribes Journal* aims for. We use them liberally.

"Plain Language," edited by Joseph Kimble, has been a regular feature of the *Michigan Bar Journal* for 41 years. To contribute an article, contact Prof. Kimble at Cooley Law School, 300 S. Capitol Ave., Lansing, MI 48933, or at kimblej@cooley.edu. For an index of past columns, visit www.michbar.org/plainlanguage.

- Such an opening can't possibly advance the client's cause.
- When I'd finished, I was sure that I'd done my duty.
- It's actually mild when compared with what writers do when coupling parentheticals with citations.

—Normally, don't capitalize the first word after a colon. (Obvious exceptions: the first word is a proper noun or a quoted sentence.) Again, some authorities would capitalize if what follows the colon is an independent clause, but our practice is generally not to.

- Now for the good news: things are slowly but steadily changing.
- The quotation that opened this piece carries a subtle message: to succeed at consumer drafting, you may have to think like an advertising copywriter.
- The evidence is overwhelming: plain language, taken as a whole, is more clear and comprehensible than legalese.

—Use em-dashes liberally. As I've recently said in this column: "[An em-dash] can be used to provide structure to a lengthy sentence, to tuck an aside in the middle, to add emphasis, or to do any combination of these. What it sets off may explain, expand on, qualify, clarify, or restate — almost anything, really."³ Legal writers should make greater use of it than they tend to do.

- But the effect of addressing one's documents primarily to some mythical judge — and not the ordinary person on the street — is that the meaning becomes more obscure to judges and lawyers as well as to ordinary people.
- We ought to be drafting "workable" documents — contracts, say, that our clients can both understand and apply in everyday life.
- All writing — even the best — can benefit from good editing.

—Use en-dashes — the shorter dashes — in their proper places. Bryan Garner nicely summarizes the three primary uses of the en-dash: (1) in spans from one date, page, or amount to another (e.g., the Great Depression, 1929–1939); (2) in scores and votes (e.g., the Tigers won, 6–3); and (3) with items of equal weight (as in the

examples below).⁴ Although some authorities and publications allow a hyphen in these circumstances, the *Scribes Journal* keeps the en-dash.

- There is inherent interest in a car–pedestrian collision on a foggy evening.
- It can be tricky to champion an American Fortune 500 company over the little guy in the typical David–Goliath showdown.
- The Dunning–Kruger effect in action: "lawyers on the whole . . . have no clue that they don't write well."

—Use slashes sparingly. Although the slash has several limited uses (in alternatives like *either/or*, for instance),⁵ it is rarely called for or used in the *Journal*. In particular, we don't use the much-maligned *and/or* or *he/she*.⁶

Consider these eight recommendations the next time you sit down to write.



Joseph Kimble taught legal writing for 30 years at Cooley Law School. His fourth and latest book is *Essentials for Drafting Clear Legal Rules* (with Bryan Garner). He is a senior editor of *The Scribes Journal of Legal Writing*, editor of the Redlines column in *Judicature*, and a drafting consultant on all federal court rules. He led the work of redrafting the Federal Rules of Civil Procedure, Federal Rules of Evidence, and Michigan Rules of Evidence. In 2023, he won a Roberts P. Hudson Award from the State Bar of Michigan. Last year, he won the Golden Pen Award from the Legal Writing Institute.

ENDNOTES

1. See, e.g., Sabin, *The Gregg Reference Manual* (New York: McGraw–Hill, 11th ed, 2011), p 265.
2. For more on this point, see Cooney, *Are You a Hyphen-Happy Lawyer?*, 90 Mich B J 38 (May 2011).
3. Kimble, *The Wonderfully Versatile Em-Dash*, 104 Mich B J 40, 40 (June 2025).
4. Garner, *The Redbook: A Manual on Legal Style* (Eagan: West Academic, 5th ed, 2023), pp 45–47.
5. See *id.* at 62.
6. See *id.* at 61 (calling them "grammatical abominations").

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