

Just Sue 'Em!

Sue the Bastard! Even if said in jest, this oft-repeated phrase makes lawyers cringe. Aside from its obvious crassness, it feeds the perception that, instead of basing lawsuits on a careful evaluation of the law and the facts, lawyers simply accede to their clients' most base emotions and file lawsuits in the spirit of nastiness and bravado.

Still, you've got to admit it . . . the phrase sure is tight and catchy! Just consider the possible alternatives if the phrase were infected with the same inflated-language disease that afflicts many briefs and court opinions: *Bring a cause of action against the bastard! Initiate legal proceedings against the bastard! Commence a legal action naming the bastard as a defendant! Jeez, talk about sucking the life out of a phrase.*

This is all my somewhat absurd way of pointing out that many lawyers, judicial clerks, and judges simply don't seem satisfied using the simple words *sue*, *sued*, and *suing*. Perhaps to some, they seem too pedestrian. So they inflate these words to make them sound loftier and more complex. This is a mistake. If you're describing a run-of-the-mill civil suit, rarely is it necessary or helpful to go into a detailed description of the act of suing. Why use four, five, or sometimes more words when one word will do?

By sticking with the simple one-word verb *sue*, *sued*, or *suing*, you can save your extra words for those substantive points in the sentence that deserve more explanation. Consider this example:

Original: ABC brought a cause of action against XYZ for breach of contract, alleging that XYZ's widgets failed to conform to the contract specifications.

Better: ABC sued XYZ for breach of contract, alleging that XYZ's widgets failed to conform to the contract specifications.

The second version is much easier on the reader. It also keeps the reader's focus on the more important information about the basis for the claim.

Examples from Actual Appeal Briefs

The next two examples come from appeal briefs. You may see others, but for now, let's concentrate on just one edit: using the verb *sue*, *sued*, or *suing* instead of the more elaborate language that you see in the originals.

Original: Chambers initiated an action against Kay, asserting causes of action for breach of contract and quantum meruit.

Better: Chambers sued Kay for breach of contract and quantum meruit.

Original: Appellant did not contemplate and had no interest to institute any cause of action against Respondent.

Better: Appellant did not contemplate and had no interest in suing Respondent.

Examples from Actual Court Opinions

Courts, too, sometimes show an aversion to the simple verb *sue*. In the following examples, the word *sue* can replace phrases that needlessly use as many as six words:

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Original: By virtue of this section, a property owner who is forced to institute his own legal action to establish that a taking has occurred . . . is entitled to a full reimbursement of all costs and expenses . . .

Better: By virtue of this section, a property owner who is forced to sue to establish that a taking occurred is entitled to a full reimbursement of all costs and expenses.

Original: Although the clause does not discuss the ability of the customer to commence a cause of action against E-Z Pass, the parties can by contract incorporate into their agreement a clause that would give E-Z Pass the opportunity to investigate challenges to billings before a customer could commence a suit.

Better: Although the clause does not discuss the ability of the customer to sue E-Z Pass, the parties can by contract incorporate into their agreement a clause giving E-Z Pass the opportunity to investigate challenges to billings before a customer could sue.

So Just Sue

Don't succumb to the absurd notion that the words *sue*, *sued*, and *suing* are too pedestrian for lawyers to use. These are good, strong verbs that can tighten up your writing and help your reader focus on the important information in your sentence. In your legal writing, at least, *sue* the bastards!

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