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THE SCRIVENER: MODERN LEGAL WRITING

Questions From Readers: Redbook Responses—Part I

by K.K. DuVivier

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The last Scrivener¹ introduced readers to a new comprehensive reference tool for legal writers called *The Redbook*.² This column and Part II, to be printed in the January 2003 issue of *The Colorado Lawyer*, will present *The Redbook* responses to reader questions.

Commas and Dates

Q: I am always confused about commas and dates. When do you use them and when should they be left out?

A: Use a comma between the day and year in American format dates.

Example: We held our breath on January 1, 2000, waiting to see if the utilities would still work.³

For military or British style dates, do not use a comma between the day and year.

Example: We held our breath on 1 January 2000, waiting to see if the utilities would still work.⁴

Do not use a comma at all if you are using a month-year format without a specific day.

Example: The Florida recount controversy raged throughout the remainder of November 2000.⁵

The general rule is to use a comma after the year in a date; however, if the date is used as an adjective, this second comma interrupts the flow and should be eliminated.

Example: your July 23, 2001 letter⁶

Capitalization and the Colon

Q: Do I capitalize the first word after a colon?

A: If the wording after the colon is not a complete sentence, never capitalize the first word. If the wording after the colon would constitute a complete sentence, you may capitalize the

first word, but leaving that first letter uncapitalized allows readers to better see the connection between the two parts. Also, whatever you do with two complete sentences connected by a colon—capitalize the first letter or leave it as lower case—make sure you are being consistent.

Example: The deponent was starting to show the signs of irritability: she was tired and just wanted to go home.⁷

Apostrophes for Plurals

Q: Apostrophes usually are used for indicating a possessive and not for plurals. Is there any place where an apostrophe serves to indicate a plural?

A: Yes, use the apostrophe for plurals of letters, numbers, and lower-case abbreviations.

Example: Mind your p's and q's.⁸

However, the preferred plural with capitalized abbreviations, dates, and multiple-digit numbers is with no apostrophe.

Example: You will escort the VIPs to the head table. Lows tonight will be in the upper 30s.⁹

Commas Between Adjectives

Q: Sometimes I see a comma between two adjectives and sometimes not. What's the rule?

A: Commas are used to separate adjectives and adverbs when they are used as coordinate modifiers. Modifiers are coordinate if they have similar meanings. You can test whether an adject-

DO YOU HAVE QUESTIONS ABOUT LEGAL WRITING?

K.K. DuVivier will be happy to address them through the *Scrivener* column. Send your questions to: kkduvivier@law.du.edu or call her at (303) 871-6281.



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tive or adverb is coordinate by either reversing the order of the modifiers or inserting the word “and” between them. They are probably coordinate modifiers if the meaning is still clear after the switch.

Example: The robber coldly, methodically planned the heist. (The robber planned *methodically and coldly*, so a comma is needed.)¹⁰

Example: The opposing counsel was a tenacious, arrogant, brilliant lawyer. (The lawyer was *brilliant and arrogant and tenacious*, so commas separate the independent but coordinate modifiers.)¹¹

In contrast, noncoordinate modifiers work together as a phrase, so a comma would break the flow.

Example: Don't step on my blue suede shoes.¹²

Sometimes, the second adjective in an adjective pair links with the noun that follows to create a phrase. In this situation, do not use a comma between the first and second adjective.

Example: The panel will include Linda Greenhouse, the respected legal reporter. (Here, *respected* modifies the noun phrase *legal reporter*.)¹³

Italics, Boldface, and Underlining

Q: I've been told that I use too much underlining. What should I do for emphasis?

A: The fewer devices you use for emphasis, the better. Overuse not only dilutes the emphatic impact, but also can irritate your readers. Boldface type should be reserved for headings because it visually breaks up the text.¹⁴ Underlining is considered “a holdover from the typewriter era and should be avoided al-

together.”¹⁵ Therefore, italics are the preferred device for emphasis. If you use italics, however, use them sparingly. Italics are best reserved to emphasize a key word in a quote. Use other techniques to create emphasis—such as word order and stronger word choices—as an alternative to frequent italics.

Example: Not this: A reasonable person in the seller's position would provide a warning *after* the time of sale *only* when the seller *knows* that the product poses a *substantial risk of harm*.¹⁶

But this: A reasonable person in the seller's position would provide a warning after the time of sale only when the seller knows that the product poses a *substantial risk of harm*.¹⁷

Or this: A reasonable person in the seller's position would provide a warning after the time of sale only when the seller knows that the product poses a risk of harm that is a substantial risk.¹⁸

NOTES

1. DuVivier, “You Can Judge a Book by its Cover: *The Redbook*,” 31 *The Colorado Lawyer* 51 (Sept. 2002).

2. Garner, *The Redbook, A Manual on Legal Style* (St. Paul, MN: West Group, 2002).

3. *Id.* at § 1.10(a).

4. *Id.* at § 1.10(b).

5. *Id.* at § 1.10(c).

6. *Id.* at § 10.36(a).

7. *Id.* at § 1.22(b).

8. *Id.* at § 1.79(a).

9. *Id.*

10. *Id.* at § 1.7(a).

11. *Id.*

12. *Id.*

13. *Id.* at § 1.7(b).

14. *Id.* at § 3.12.

15. *Id.* at § 3.1.

16. *Id.* at § 3.11(b).

17. *Id.*

18. Concept from *The Redbook* § 3.11(c), *supra*, note 2, but example not from *The Redbook*. ■

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