



TEN RULES OF GRAMMAR AND USAGE THAT YOU SHOULD KNOW*

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The following are ten of the most common grammar and usage errors that law students make in their writing. The list was compiled with the help of several professors at the law school. If you would like to know more about any one area, refer to the list of sources at the end of the list.

1. Split Infinitives

This rule exists as a remnant of Latin, upon which our language is partially based. In Latin, as in many of the Romance languages, a writer cannot split her infinitives because both “to” and the verb are one word. In English, an infinitive becomes split when the writer places an adverb between “to” and the verb.

Once thought of as a formal rule for proper grammar, the prohibition on split infinitives is now more of a context-based preference. It is no longer improper to split infinitives, but it is still best to default writing in a way that avoids doing so. This presumption is overcome when splitting the infinitives aids the clarity of the writing. Here are some examples:

Split Infinitive: The children are allowed to quietly read in the corner.

No Split Infinitive: The children are allowed to read quietly in the corner.

Because the second version is perfectly clear, it is preferable to write without a split infinitive. Sometimes, however, you may need to split the infinitive in order to avoid ambiguities in your writing:

Split Infinitive: The children decided quickly to finish the game.

No Split Infinitive: The children decided to quickly finish the game.

Here, if one avoids splitting the infinitive by placing “quickly” after “decided,” the reader would not know if the decision had been made quickly or if the game was going to be finished quickly.

2. Nominalizations

A base verb that has been turned into a noun is called a nominalization. They are often words that end in “-ment,” “-ion,” “-ence,” “-ance,” “-ity,” “-ent,” or “-ant.” Although nominalizations are grammatically correct, overusing them can reduce the impact and clarity of your writing.

* By Christopher Anzidei and Zachary Brez; updated by Kenton DeBouter.

Acceptable: She made the decision to file a lawsuit against her employer after consulting with an attorney.

Preferred: She decided to sue her employer after consulting with an attorney.

However, there are some situations where nominalizations enhance clarity. For example, they are useful when they serve as the subject of a sentence and refer to the previous sentence. Continuing from the previous example, the sentence below would be an appropriate way to refer to her decision to sue her employer.

Preferred: Her decision was not surprising.

3. Ending a Sentence with a Preposition

Again, this rule is left over from Latin, where it is impossible for a writer to finish a sentence with a preposition. A preposition is a word that is used in relation to a noun or pronoun to indicate things like time, place, location, or relationship. Common prepositions include “in,” “on,” “at,” “to,” “of,” and “with.” Avoiding ending a sentence in a preposition is best characterized as an audience-based rule because some traditional readers pay close attention to it in written work. If you are writing for a traditional audience, you should try to restructure your sentences so as not to finish them with a preposition.

Acceptable: He is one of the people I like to study with.

Preferred: He is one of the people with whom I like to study.

Spoken English, however, differs from written English. It is often impossible to realize you are going to finish a sentence with a preposition until you reach the end of the sentence. Additionally, English has several idioms that require the user to end a sentence with a preposition. To quote Winston Churchill, “Correcting my grammar is something up with which I will not put.”

4. Semicolons

Use a semicolon to join two closely related independent clauses that are not separated by a conjunction. Use a comma to join two closely related independent clauses that are separated by a conjunction.

Incorrect: The lease states that the landlord must pay for all repairs, it does not address who is responsible for making those repairs.

Correct: The lease states that the landlord must pay for all repairs; however, it does not address who is responsible for making those repairs. [Note: “*However*” is not necessary in this sentence; it is used merely to clarify the relationship between the two clauses.] *Correct:* The lease states that the landlord must pay for all repairs, but it does not address who is responsible for making those repairs.

5. “That” vs. “Which”

Use “that” to introduce a defining clause, a phrase that narrows or defines the range of items being discussed. Use “which” to introduce a clause that does not narrow or define the range of

items being discussed. While facially similar, the following two sentences mean very different things.

Correct: The evidence that was presented to the jury was accurate. [*This sentence means that only a subset of all the available evidence was presented to the jury, and that subset of evidence was accurate.*]

Correct: The evidence, which was presented to the jury, was very accurate. [*This sentence means that all of the evidence was presented to the jury, and that evidence was accurate.*]

6. Misused Modifiers

Two common mistakes are dangling modifiers and misplaced modifiers. Dangling modifiers are modifying phrases that do not modify any word in the sentence.

Incorrect: In passing legislation, many compromises must be reached.

Correct: In passing legislation, the House and the Senate must reach many compromises. The participle phrase “*In passing legislation*” does not modify any word. Ask yourself who is passing the legislation and add that subject right after the introductory phrase.

Incorrect: Based on this reasoning, the court affirmed the defendant's conviction. What is *based on this reasoning*? The answer is the court's *decision*.

Correct: Based on this reasoning, the court's decision affirmed the defendant's conviction.

Misplaced modifiers are modifying phrases that modify the wrong word or phrase in the sentence.

Incorrect: Once universally prohibited, a few states have recently legalized the use of marijuana for medicinal purposes.

[In this sentence, the phrase “*Once universally prohibited*” is intended to modify *marijuana*, not *a few states*.]

Misplaced modifiers can be fixed by rearranging the sentence so that the modifying phrase comes right before the word or phrase it modifies. You can also avoid writing a misplaced modifier by adding a subject and verb to the phrase, thus creating an introductory clause.

Correct: Once universally prohibited, medicinal marijuana has recently been legalized in a few states.

Correct: Although marijuana was once universally prohibited, a few states have recently legalized its use for medicinal purposes.

7. “Who” vs. “Whom”

Use “who” if the pronoun is the subject of the verb; use “whom” if the pronoun is the object of a verb, preposition, or infinitive. This rule has become similar to the one for sentences ending in a preposition; that is to say that while strict grammarians will follow this rule to their graves, other readers may find it stiffens the writing. Similarly, this is a rule that is followed less strictly in

spoken, as opposed to written, English.

Correct: A security guard witnessed the person who robbed the bank. [In this sentence, *who* is the subject and *robbed* is the verb.]

Correct: The suspect was a person with whom Joe had worked.

[In this sentence, *whom* is not a subject, but rather it is the object of a preposition, *with*.]

A helpful tactic for determining if your writing properly uses “who” or “whom” is to rewrite the sentence so that who or whom is replaced with he/she/they or him/her/them. Referring to the previous example, you would say, “he robbed the bank,” rather than “him robbed the bank.” That means that this sentence should use “who.” Similarly, you would say, “Joe had worked with him,” rather than “Joe worked with he.” This means that the sentence should use “whom.”

8. “Hone” vs. “Home”

The debate between “hone” v. “home” involves a basic rule of usage, but many legal writers confuse the two terms. To “home in on” means to direct, or be directed by radar, to a destination or target. “Hone” has many different meanings, one of which is to sharpen.

Incorrect: The court honed in on the appellant’s argument.

Incorrect: The appellant homed his argument in response to the court’s questioning.

Correct: The appellant honed his argument in response to the court’s homing in on his Fourth Amendment claims.

9. “Fleshed out” vs. “Flushed out”

These two expressions sound alike and are used in similar contexts, leading some to use them interchangeably. However, their meanings are quite distinct. To “flesh out” means to give additional substance or details, like the flesh on top of a skeleton. To “flush out” instead means to reveal or uncover something that was previously obscured.

Incorrect: The Court uses vague language and quotes other opinions extensively here, so we must be careful in trying to *flesh out* the core meaning of their argument. [This usage is incorrect because the writer is referring to the process of unearthing a hidden meaning rather than adding new ideas.]

Correct: The Court uses vague language and quotes other opinions extensively here, so we must be careful in trying to *flush out* the core meaning of their argument.

Incorrect: The Congresswoman’s recent press release about a new program is interesting, but we will have to wait for it to be *flushed out* more before we know how it impacts us. [This usage is incorrect because the writer is referring to the addition of details rather than uncovering something already there.]

Correct: The Congresswoman’s recent press release about a new program is interesting, but we will have to wait for it to be *fleshed out* more before we know how it impacts us.

10. “Because” vs. “Since”

Many legal writers use these two words interchangeably, but writing purists note that since has a temporal not causal meaning. Thus, this rule is more of an audience-based rule. To be unambiguous, especially when writing for a traditional audience, use “because” to denote a causal relationship; use “since” to denote a temporal relationship.

Acceptable: Opposing counsel has called me three times since Tuesday since he wants to settle the case.

Preferred: Opposing counsel has called me three times since Tuesday because he wants to settle the case.

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