

Some more pet peeves

LET ME REPEAT WHAT I SAID IN THE PREVIOUS COLUMN: none of the items below are, individually, a big deal. None of them (except perhaps the second one) can be considered incorrect. But they are small signs that the writer is oblivious to the advice of experts. Chances are good that discriminating readers will notice other deficiencies as well.

Starting sentences with *However*. I devoted the Summer 2019 column (vol. 103, no. 2) to heavy connectors between sentences. *However* is surely the most common culprit. It is much clunkier than *but* (three syllables plus a comma, versus a single syllable). Listen to how you talk, and notice what good writers do. Lincoln: “But in a larger sense, we cannot dedicate, we cannot consecrate, we cannot hallow this ground.” One of my colleagues at Cooley Law School, Mark Cooney, surveyed 33 U.S. Supreme Court opinions issued in June 2025: the Justices started 755 sentences with *but* and a measly 1 with *however*.¹ So forget the myth that you should not start sentences with coordinating conjunctions, a notion that every reputable authority scoffs at.²

Misforming the possessive of singular nouns ending in -s. Ignore newspaper practice on this one. The preferred way to form the possessive of most singular nouns ending in -s is to add -’s.³

- ~~Jones’~~ **Jones’s** son was arrested near the scene.
- A witness may be hesitant to testify in open court against a close friend, where the ~~witness’~~ **witness’s** tes-

timony would be likely to result in the friend’s conviction. [Curious side note: I found more than a few examples in which the opinion had it right but the Westlaw headnote dropped the -’s.]

Showing zero cents in dollar amounts. This is tiny indeed, but what’s the point of writing \$75.00? Makes no sense to show cents when there aren’t any. Such is the lawyer’s effort to give the impression of extreme precision — when there really is no gain in precision.

- The appellants were awarded \$1,250.~~00~~ in medical bills and \$100.~~00~~ in general damages.
- Additionally, the plaintiff should be awarded six hours at \$100.~~00~~ ~~per~~ **an** hour, for a total of \$600.~~00~~ in paralegal services.

If a related amount in the sentence includes cents — as in “We paid \$2,045.55 in attorney fees and \$482 in court costs” — adding two zeros can be justified but isn’t really needed.

Doubling up on words and numerals. I read in the rules for a lawyers’ golf scramble: “Each player is entitled to one (1) mulligan.” Could anything be more pointless, not to say silly? Rather than worrying about typos or about discrepancies between the words and numbers, how about being careful enough to get it right in one shot? Surely, this is pure habit at work.

- The Clerk of the Court will forward to Plaintiff two ~~(2)~~ copies of the court’s civil complaint form for his use in

drafting the amended complaint. [Hyphen in *civil-complaint form*.]

- IT IS ORDERED that attorney fees ~~in the amount of Fifteen Thousand Three Hundred Sixty-Six Dollars and Fifty-Nine Cents~~ (\$15,366.59) and costs ~~in the amount of Four Hundred Two Dollars and Twenty Cents~~ (\$402.20) are awarded to Plaintiff.

Ordered, adjudged, and decreed. This triplet too often appears in orders at the end of an opinion. Sometimes it’s shortened to a doublet, *ordered and adjudged*. The simple word *ordered* does the job. Using all-capital letters to signal the literal and figurative bottom line of the opinion — ORDERED — may be okay, but what’s the point of doing it with other words in the sentence (as in the second example below)?

- It is ORDERED, ~~ADJUDGED, AND DECREED~~, that defendant’s motion for summary judgment ~~be, and hereby~~ is granted.
- IT IS THEREFORE ORDERED, ~~ADJUDGED, AND DECREED~~ that all claims of Plaintiff are ~~hereby~~ DENIED.

Shall. Whether to use *shall* in legal drafting (statutes, rules, contracts, etc.) is a hotly debated topic. (With a handful of exceptions, we completely eliminated *shall* in redrafting all five sets of federal court rules.⁴) But writing judicial orders is another matter. *Shall* is uncommon in everyday speech — a formal, legalistic word — and orders could easily do without it. When it means “must,” use *must*. Otherwise, use the present tense.

- Appellant ~~shall~~ **must** file a copy of this order with the appeal documents for the future appeal, if filed.
- All discovery ~~shall~~ **must** be completed no later than January 25, 2024.
- Appellant's filing fee ~~shall-be~~ **is** waived.
- The parties ~~shall-be~~ **are** precluded from introducing evidence, testimony, or argument ~~regarding about~~ pretrial issues or proceedings.



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- ¹ Mark Cooney, *Supreme Contrasts*, SCRIBES—THE AMERICAN SOCIETY OF LEGAL WRITERS (July 10, 2025), <https://lnkd.in/g4Rh29zz> [<https://perma.cc/9NJJL-L2EZ>].
- ² See, e.g., Bryan A. Garner, *GARNER'S DICTIONARY OF LEGAL USAGE* 56, 126 (3d ed. 2011) (calling it a "rank superstition" and a "gross canard"); see also Mark Cooney, *To Mrs. Finklebean: The Truth About Conjunctions as Sentence-Starters*, MICH. BAR J., Aug. 2010, at 60 (citing scores of literary works, historical documents, esteemed legal writers, and legal-writing authorities).
- ³ Bryan A. Garner, *THE REDBOOK: A MANUAL ON LEGAL STYLE* § 7.11(b), at 143 (5th ed. 2023); William A. Sabin, *THE GREGG REFERENCE MANUAL* § 631(a)-(b), at 212-13 (11th ed. 2011) (allowing for an exception, however, if adding an extra syllable at the end of the word would make it hard to pronounce).
- ⁴ See Joseph Kimble, *Redrafting All the Federal Court Rules: A 30-Year Odyssey*, 107 JUDICATURE, no. 3, 2024, at 24, 34.