
The Redbook

A Manual On Legal Style

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EDITOR IN CHIEF
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A Manual on Legal Style



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Not this: The mediation worked, the case settled.

Not this: The mediation worked, hence the case settled.

But this: The mediation worked, and the case settled.

Or this: The mediation worked; hence, the case settled.

1.5 Use a comma to set off an introductory phrase; it is permissible, however, to omit the comma if the introductory phrase is short and the verb follows it closely.

- (a) *Types of introductory matter.* Introductory matter may be a single word of transition <Obviously>, a phrase <On the other hand>, or a dependent clause <If we can agree on the price>.

Ex.: Fortunately, there were no more surprises in the eyewitness's testimony.

Ex.: Two years earlier, a similar incident had occurred in a nearby town.

Ex.: Since we have to be in Chicago next week anyway, we can take the deposition then.

- (b) *Exception.* At the writer's discretion, a very short introductory phrase, usually no more than three words, may appear without a comma. Whether to use the comma will depend on how the writer expects the sentence to "sound" as it is read.

Ex.: In October another Court term will begin.

But also acceptable: In October, another Court term will begin.

But note: In fact, another Court term will begin in October.

Ex.: Soon we will all know the verdict.

But also acceptable: Soon, we will all know the verdict.

- (c) *Inverted sentence.* No comma separates an introductory adverbial phrase in an inverted sentence if the verb immediately follows the phrase that modifies it.

Ex.: Sitting at the opposing counsel's table was my old mentor.

- (d) *Direct address.* Use a comma to set off a word or phrase of direct address.

Ex.: Your Honor, may I approach the bench?

1.6 Use commas to set off a nonrestrictive or parenthetical phrase or clause from the rest of the sentence.

- (a) *Defined.* A nonrestrictive phrase or clause is one that could be taken out of the sentence without changing the meaning. It gives additional description or information that is incidental to the central meaning of the sentence (see 10.20(b)).

Ex.: The meeting, which starts at 10 a.m., is about the Matthews case. (The time is incidental to the meaning of the sentence, so the material set off by commas is a nonrestrictive phrase. The writer has already identified the meeting being referred to.)

But: The meeting that starts at 10 a.m. is about the Matthews case. (The time is a necessary part of the sentence because it identifies which of several meetings. So "that starts at 10 a.m." is a restrictive phrase that is not set off by commas.)

- (b) *Nonrestrictive appositive*. An appositive—a word or phrase next to a noun that further details or describes it—is frequently nonrestrictive (that is, it adds only incidental information). When that is so, set it off with commas.

Ex.: O'Neal, a well-respected public defender, surprised everyone by running for district attorney. (The phrase *a well-respected public defender* is nonrestrictive, so it is set off by commas.)

Ex.: Malice has a completely different meaning in one tort, defamation.

- (c) *Restrictive appositive*. An appositive can be restrictive when it provides specific identification. When it is restrictive, it is not separated by commas.

Ex.: This gift is for my daughter Jane and that one for my daughter Sarah. (*Jane and Sarah* are restrictive appositives: each tells which daughter is meant.)

Ex.: The great jurist Learned Hand never served on the Supreme Court. (*Learned Hand* is a restrictive appositive, so no commas should separate it from *jurist*.)

- (d) *Dependent clause*. A dependent clause is one that could not stand alone as a sentence. It may be restrictive (no comma) or nonrestrictive (set off by commas), depending on whether it could be taken out of the sentence without changing the meaning.

Ex.: I know what you're thinking. (*What you're thinking* is a clause because it contains a subject and a verb. It is dependent because it could not stand on its own as a sentence. And it is restrictive because it adds essential meaning to the sentence, telling *what*. So it is not separated by a comma.)

Ex.: The new mayor, who won in a landslide, takes office on January 1. (The dependent clause *who won in a landslide* is incidental to the central meaning of the sentence. So it is nonrestrictive and must be set off by commas.)

1.7 Use a comma to separate coordinate adjectives and adverbs—that is, the type that modify their target rather than each other.

- (a) *Definition and tests*. Coordinate modifiers have similar meanings: together they shade the sense of the word being modified. Two traditional tests help point out coordinate modifiers: (1) reverse their order, and (2) insert the word *and* between them. If the meaning is still clear and natural-sounding, the words are probably coordinate modifiers.

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

Ex.: Don't step on my blue suede shoes. (It would be quite odd to write *blue and suede shoes* or *suede, blue shoes*. Rather, *blue suede* as a phrase modifies *shoes*. So the phrasing must stand without a comma.)

Ex.: I still remember my little red wagon. (That the wagon is red has nothing to do with its being little—so no comma.)

Ex.: 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.)