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THIRD EDITION

Bryan A. Garner

with a foreword by Judge Thomas M. Reavley

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- "Today's *public school* districts are direct descendants of 19th-century '*common schools*.'" *Baier v. Mayer Unified Sch. Dist.*, 232 P.3d 747, 752 n.10 (Ariz. Ct. App. 2010).

In BrE, the term *common school* is used because a *public school* is often neither free nor open to the general public. It is the equivalent of an American *private school*—e.g.:

- "It was easy to stress the importance to the young boy, with very great potential, of maintaining his expectations, his relationships within and without the school, and his opportunity to develop scholastically and in the round within a prestigious school that opened the prospects of a subsequent admission, either as a scholar or perhaps simply as a fee-payer, to a leading English *public school*." *Re A.*, [2006] E.W.C.A. Civ. 830, ¶ 6.
- "She also wanted to send the children to *public school* at 'vast cost.'" *Mack v. Lockwood*, [2009] E.W.H.C. 1524, ¶ 33 (Ch.).
- "[T]he *public schools* and universities . . . are 'economic operators' offering their educational services 'on the market' for educational services, in competition with one another and with state-funded schools." *R. (ex rel Chandler) v. Secretary of State for Children, Schs. & Families*, [2009] E.W.H.C. 219, ¶ 160 (Admin.).

In Scotland, a *public school* is "a school under the management of an education authority." *D. v. Glasgow City Council*, [2007] C.S.I.H. 72, ¶ 19.

publish. See **publication**.

puendum (= a genital organ) forms the plural *puenda* (= genitals). See **PLURALS** (A).

puffing (= the action of praising a thing excessively but in general terms, esp. to advertise it) is perfectly appropriate in formal contexts; it is not a casualism. E.g.:

- "Ours may be, for *puffing* purposes, a 'government of checks and balances,' but there is no check at all on what the Supreme Court does." Fred Rodell, *Nine Men* 4 (1955).
- "General commendations, commonly known as dealer's talk, seller's statements, or *puffing*, do not amount to actionable misrepresentations where the parties deal at arm's length and have equal means of information and are equally well qualified to judge the facts." 41 Tex. Jur. 3d *Fraud & Deceit* § 28 (1985).

While American writers tend to stick to the gerund *puffing*, British writers frequently refer to particular statements as "*mere puffs*."

puisne (= younger or of lower rank), sometimes used in reference to a superior court judge who is less than a chief judge, is pronounced like *puny*. Etymologically, the LAW FRENCH *puisne* is *puis-né* (= later-born). The term has been extended in English legal usage to apply to mortgagees and other incumbrancers; it is also used in England as an attributive adjective in the sense "a *puisne judge*" <five *puisnes* upheld the plea>. E.g.:

- "Often the court consisted of the Lord Chief Justice and two *puisne* judges, with a second and third court consisting of three *puisnes*." R.M. Jackson, *The Machinery of Justice in England* 123 (5th ed. 1967).
- "The motions were heard by Lord Chief Justice Mansfield sitting with his *puisnes*, Willes and Ashurst." Patrick Devlin, *The Judge* 122 (1979).

PUNCTUATION. A. Generally. Judges and jurists have written more nonsense about punctuation than about any other facet of the language. The well-known dictum that "punctuation is not a part of the statute" has given rise to even more surreal pronouncements: "Punctuation at any rate is not a part of the English language." *Kansas City Life Ins. Co. v. Wells*, 133 F.2d 224, 227 (8th Cir. 1943). Just as surreally, courts have minimized the effect of punctuation with outré statements: "Punctuation or the absence of punctuation will not of itself create ambiguity." *Anderson & Kerr Drilling Co. v. Bruhlmeier*, 136 S.W.2d 800, 803 (Tex. 1940).

Can that be so? The resolution of at least two capital cases has rested on no more than how the court interpreted a comma. See *U.S. v. Palmer*, 16 U.S. (3 Wheat.) 610, 636 (1818) (in which Johnson, J., dissenting, stated: "Men's lives may depend upon a comma"); *Rex v. Casement*, [1917] 1 K.B. 98 (1916).

And consider the following statement shorn of the punctuation marks: "Woman—without her, man would be a savage."

The fallacies underlying the statements quoted in the first paragraph are too obvious to require extensive explanation. And occasionally—though not often enough—the courts refute them: "Punctuation is a rational part of English composition, and it is sometimes quite significantly employed. I see no reason for depriving legal documents of such significance as attaches to punctuation in other writings." *Houston v. Burns*, [1918] A.C. 337, 348.

Lawyers and judges have long mistrusted punctuation as a guide to meaning. See Richard C. Wydick, *Should Lawyers Punctuate?*, 1 Scribes J. Legal Writing 7 (1990). Historically speaking, there are three primary reasons for this mistrust: (1) the uncertain state of English punctuation during the 17th and 18th centuries, a formative period for modern law; (2) the fact that printers typically controlled punctuation more than drafters; and (3) the age-old canard that English statutes were traditionally unpunctuated. See *id.* at 16–19. Wydick persuasively concludes that judges "should create a rebuttable presumption that legal documents have been punctuated in accordance with ordinary English usage, and they should use the punctuation, along with all of the other guides to meaning, when they interpret legal documents." See *id.* at 24.

Following, then, are the basic principles for punctuation in accordance with ordinary English usage. These principles are adapted, with elaboration, from the *Oxford Guide* (pp. 193–97). First, though, a warning. Poor punctuation often signals writing problems that go deeper than one might think: "Most errors of punctuation arise from ill-designed, badly shaped sentences, and from the attempt to make them work by means of violent tricks with commas and colons and such like." Hugh Sykes Davies, *Grammar Without Tears* 167 (1951).

B. The Apostrophe [']. This punctuation mark is used in English for either of two purposes: (1) to indicate the possessive case <Lord Mansfield's speech> <Mother Jones's recipe>; and (2) to mark the omission

of one or more elements and the contracting of the remaining elements into a meaningful expression <we will = we'll> <department = dep't> <2011 = '11>.

On the misuse of an apostrophe to denote a plural, see PLURALS (F).

C. The Colon [:]. This mark may link two grammatically complete clauses by indicating a step forward from the first to the second: the step may be from an introduction to a main theme, from a cause to an effect, from a general statement to a particular instance, or from a premise to a conclusion. E.g.: "The remedy is simple[:] the United States Supreme Court can eliminate the conflict by simply taking up an appropriate case for review." *Kidwell v. State*, 696 So.2d 399, 405 (Fla. Dist. Ct. App. 1997). The colon is also used, and perhaps more commonly, to introduce a list of items, often after expressions such as "for example"; "namely"; "the following"; "as follows"; and "including." E.g.: "The following Judges were present[:] Judge J. Fritz Thompson, Richard V. Evans, E.M. Creel, Robert J. Wheeler, C.B. Smith, John Denson, J. Edgar Bowron, Gardner Goodwyn (from Bessemer), J.Q. Smith, and Leigh M. Clark." *Hale v. State*, 186 So. 163, 165 (Ala. 1939).

D. The Comma [,]. This is the least emphatic mark of punctuation, and the one used in the greatest variety of circumstances:

1. To separate adjectives that each qualify a noun in the same way <a cautious[,] reserved person>. E.g.:
 - "Is there to be one standard for the old, repulsive laws that preferred whites over blacks, and a *different, more forgiving* standard for new laws that give blacks special benefits in the name of historical redress?" Linda Greenhouse, *Signal on Job Rights*, N.Y. Times, 25 Jan. 1989, at 1.
 - "It almost goes without saying that the job of the president of the L.I.R.R. is not a weekday warrior's position—it is not a *five-days-a-week, 9-to-5* job." Matthew L. Wald, *Senator Assails L.I.R.R. Chief as Out of Touch*, N.Y. Times, 21 Apr. 1994, at B6.

But when adjectives qualify the noun in different ways, or when one adjective qualifies a noun phrase containing another adjective, no comma is used—e.g.: "a distinguished [no comma] foreign journalist"; "a bright [no comma] red tie." E.g.: "I could quote dozens of similar remarks by *eminent, legal scholars* [read *eminent legal scholars*] and lawyers." Jerome Frank, *Courts on Trial* 61 (1949).

2. To separate items (including the last from the penultimate) in a list of more than two—e.g.: "the defendants, the third-party defendants[,] and the counterdefendants." The question whether to include the serial comma has sparked many arguments in law offices and judges' chambers. It is easily answered in favor of including the final comma, for its omission may cause ambiguities, whereas its inclusion never will—e.g.: "A and B, C and D, E and F[,] and G and H." When the members are

compound, calling for *and* within themselves, clarity demands the final comma. See ENUMERATIONS (B).

3. To separate coordinated main clauses—e.g.: "Cars will turn here[,] and coaches will go straight." There are two exceptions: first, when the main clauses are closely linked (e.g., "Do as I tell you [no comma] and you will not regret it."); and second, when the subject of the second independent clause, being the same as in the first, is not repeated (e.g., "Remedies that prevent harm altogether are often better for plaintiffs [no comma] and are always closer to the ideal of corrective justice." Douglas Laycock, *The Death of the Irreparable Injury Rule* 4 (1991)).
4. To mark the beginning and ending of a parenthetical word or phrase <I am sure[,] however[,] that it will not happen> <Fred[,] who is bald[,] complained of the cold>.

Some writers mistakenly omit the second comma—e.g.:

- "Scienter, or knowledge of the falsity of representation[,] is required." William F. Walsh, *A Treatise on Equity* 490 (1930).
- "Mr. Rifkin's lawyer, John Lawrence[,] insisted that Mr. Rifkin did not know what he was doing and often drove around in a haze after strangling victims." John T. McQuiston, *Rifkin Guilty of Murder as Long Island Jury Rejects Insanity Defense*, N.Y. Times, 10 May 1994, at A16.

Still others leave out both commas, often creating a MISCUE: "Such warrantor must as a minimum remedy such consumer product within a reasonable time and without charge." 15 U.S.C. § 2304(a)(1) (1988). (A comma is needed after *must* and after *minimum*; otherwise, one reads as a *minimum remedy* as a single phrase.)

Note that with restrictive clauses—that is, those that are necessary to define the antecedent or to limit it—*no* commas are used. E.g.: "Men [no comma] who are bald [no comma] should wear hats." / "Facts [no comma] not unlike those found in this record [no comma] were considered in that case." See **that & which**.

5. To separate a participial or verbless clause, a salutation, or a vocative—e.g.: "Having had breakfast[,] I went for a walk." / "The sermon over [or *being over*], the congregation filed out." / "Fellow lawyers[,] the bar must unite in seeking reform of the system of electing judges." (N.B.: Not "The sermon[,] being over[,] . . ."; and no comma with restrictive expressions like "My friend Judge Smith" or "my son John.")
6. To separate a phrase or subordinate clause from the main clause so as to avoid misunderstanding. E.g.: "In the valley below[,] the villages looked very small." / "In 1982[,] 1918 seemed like the distant past." (N.B.: A comma should not be used to separate a phrasal subject from its predicate, or a verb from an object that is a clause. E.g.: "A car with

such a high-powered *engine*, *should* [read *engine should*] not fail on that hill." / "They *believed*, *that* [read *believed that*] nothing could go wrong.")

7. To distinguish indirect from direct speech. E.g.: "They answered[, 'Here we are.]"
8. To mark the end of the salutation, e.g., "Dear Mr. Crosthwaite[,]" ; "Dear Rebecca[,]" ; etc. and the complimentary close, e.g., "Very truly yours[,]" ; "Yours sincerely[,]" ; etc. In formal letters, the salutation is separated from the body by a colon "Dear Sir[:]" ; "Dear Madam[:]" ; etc.

Writers cause needless confusion or distraction for their readers when they insert commas erroneously:

- *The Archaic Comma Preceding a Verb*. Formerly, it was common for writers to insert a comma in the main clause before the verb, but this practice has been out of fashion since the early 20th century. Today it is considered incorrect. E.g.: "Whether or not a contract has been modified, [omit the comma] is a question of fact for the jury." / "Only if this were true, [omit the comma] could it be said that plaintiffs received their bargained-for equivalent of the \$30,000 payments."

Even those who understand this principle are tempted sometimes to place a comma after a compound subject. That temptation should be resisted—e.g.: "Co-owners who are not joint tenants, tenants by the entirety, or owners of community property, [omit the comma] are tenants in common." Robert Kratovil, *Real Estate Law* 222 (1946).

- *Misplaced Emphasis*. "I, accordingly, [read accordingly without the embracing commas] dissent." / "We, therefore, [read therefore without the embracing commas] conclude that the ancient doctrine of sovereign immunity has lost its underpinnings." (N.B.: If the emphasis in the preceding sentence is to fall on *We*—as clearly separated from some other group and its thinking—the commas should stand; but if the emphasis is to fall on the *therefore* as a simple consequence of our reasoning from the evidence, then the commas should be omitted. See **therefore (D)**.)
- *Compound Sentences*. As explained in #3 in the preceding list, no comma appears before the conjunction in a compound sentence when the second clause has an understood subject—e.g.: "The problem has not yet arisen, [omit comma] and is of little practical importance." P.S. Atiyah, *An Introduction to the Law of Contract* 57 (3d ed. 1981). / "These are cases in which plaintiff seeks some equitable remedy, [omit comma] and is remitted to a legal remedy instead." Douglas Laycock, *The Death of the Irreparable Injury Rule* 100 (1991).
- *Dates*. No comma is needed between the month and year in dates written "December 1984" or "18 December 1984"; a comma is required when the date is written "December 18, 1984." See **DATES (B)**.
- *The Comma Splice*. See **RUN-ON SENTENCES**.

The omission of commas can often blur the sense of a sentence, as in the following examples:

- "Substantial performance cannot occur where the breach is intentional [insert a comma] as it is the antithesis of material breach."
- "Because, prior to their filing [insert a comma] consignors' claims will be subordinate to those of lien creditors, in practice the consignee's creditors will have effective claims to the consigned goods."
- "Something may be said for it, since it furnishes a simple, if arbitrary [insert comma] test."

E. The Dash [— ; -]. There are two kinds of dashes, which typesetters are able to distinguish by their length. First, the *em-dash*, which is as wide as the square of the type size, is used to mark an interruption in the structure of a sentence. In typewriting, it is commonly represented by two hyphens, often with a space at either end of the pair (- -). A pair of em-dashes can be used to enclose a parenthetical remark or to mark the ending and the resumption of a statement by an interlocutor. E.g.:

- "Both attorneys have obviously entered into a secret pact—complete with hats, handshakes, and cryptic words—to draft their pleadings entirely in crayon on the back sides of gravy-stained paper place mats, in the hope that the Court would be so charmed by their child-like efforts that their utter dearth of legal authorities in their briefing would go unnoticed." *Bradshaw v. Unity Marine Corp., Inc.*, 147 F.Supp.2d 668, 670 (S.D. Tex. 2001).
- "The courts were endeavouring to find the compromise—always difficult—between substantial justice and a proper discipline of form." Carleton K. Allen, *Law in the Making* 401 (7th ed. 1964).

The em-dash can also be used to replace the colon.

In legal writing, em-dashes are the second most underused mark of punctuation (*periods* being the most underused). Whether in drafting or in persuasive writing, dashes can often clarify a sentence that is clogged up with commas. Imagine the following sentences if commas replaced the well-chosen em-dashes:

- "He may make no pretension—he generally makes no pretension—to be an expert in any of these fields, but he would be a little ashamed if he was crassly ignorant of them." Max Radin, *The Law and You* 11 (1948).
- "In some jurisdictions, the judge, when using a special verdict, need not—should not—give any charge about the substantive legal rules beyond what is reasonably necessary to enable the jury to answer intelligently the questions put to them." Jerome Frank, *Courts on Trial* 141 (1949).
- "If this be the correct principle—and, so far as we are aware, it has never before been laid down in terms—there seems to be no reason why it should not apply equally to the Divisional Court of the Queen's Bench." Carleton K. Allen, *Law in the Making* 240 (7th ed. 1964).
- "Why should not all people—Blacks as well as Whites—be allowed to appear, by right, before a tribunal that is impartial and not a stooge for the powerful Highway Lobby, to air their complaints and state their views?" William O. Douglas, *Points of Rebellion* 86 (1970).
- "When the plaintiff's attorney files a certificate stating that he or she believes a defendant cannot be personally served, because after diligent inquiry within the state where the complaint is filed the defendant's place of residence cannot be ascertained—or, if ascertained, that

it is beyond the territorial limits of personal service as provided in this rule—this defendant must be served by publication in a newspaper published in the county where the property is located.” Fed. R. Civ. P. 71A (1992 draft of Style Subcommittee, Standing Committee on Federal Practice and Procedure).

Second, the *en-dash*, which is half as wide as an *em-dash*, is distinct (in print) from the *hyphen*. It is ordinarily equivalent to the word *to*. In typewriting, it is commonly represented by one hyphen, occasionally with a space at either end (-). But the better practice is to use the *en-dash* <the 1914–1918 war> <Dallas–Toronto–Quebec route> <pages 68–70>.

Sometimes the *en-dash* suggests tension and carries the sense “versus.” For example, in circumstances involving a disjunction, the *en-dash* is usually preferable to the slash—e.g.: “If we manage to get that far, the absurdity of attempting to preserve the nineteenth-century contract–tort dichotomy [not *contract/tort dichotomy*] will have become apparent.” Grant Gilmore, *The Death of Contract* 90 (1974).

F. The Exclamation Mark [!]. This mark is used after an exclamatory word, phrase, or sentence. It usually counts as the concluding full stop, but need not. E.g.: “Hail, Source of Being! Universal Soul!” It may also be used within square brackets, after or in the midst of a quotation, to express the editor’s amusement, dissent, or surprise. Rarely is the exclamation mark called for in legal writing.

G. The Hyphen [-]. In all but one context, AmE is much more inhospitable to hyphens than BrE. Words with prefixes are generally made solid: *nonstatutory* (not *non-statutory*), *pretrial* (not *pre-trial*), *posttrial* (not *post-trial*), *preemption* (not *pre-emption*). This no-hyphen style seems aesthetically superior, but reasonable people will differ on such a question. They can agree, however, that the hyphen must appear when an AMBIGUITY, MISCUE, or eyesore results without it—e.g., *pre-judicial* (career), *re-sign* (the petition), *post-sentencing*. See RE-PAIRS.

And what is that one context in which AmE is hospitable to the hyphen? See PHRASAL ADJECTIVES.

H. Parentheses [(. .)]. These marks enclose words, phrases, and even whole sentences (but usually not more than a whole paragraph). If what is enclosed is a full sentence, the closing parenthesis includes the end punctuation; if not, the end punctuation is swept outside, as in the previous sentence here. More specifically, parentheses are used as follows:

1. To indicate interpolations and remarks by the writer of the text, e.g., “Mrs. X (as I will call her) now spoke.”
2. To specify, in one’s own running text, an authority, definition, explanation, reference, or translation.
3. To indicate, in the report of a speech, interruptions by the audience.

4. To separate reference letters or figures that do not need a full stop, e.g., (1)(a).

I. The Period or Full Stop [.] This mark is used in two ways. First, it ends all sentences that are not questions or exclamations. The next word should normally begin with a capital letter.

Second, it indicates abbreviations (see ACRONYMS AND INITIALISMS). If a point marking an abbreviation comes at the end of a sentence, it also serves as the closing full stop. E.g.: “She also kept dogs, cats, birds, etc[.]” But where a closing parenthesis or bracket intervenes, a period is required: “She also kept pets (dogs, cats, birds, etc[.])” When a sentence concludes with a quotation that ends with a period (i.e., a full stop), question mark, or exclamation mark, no further period is needed. E.g.: “He cried, ‘Be off!’ [no period] But the child would not move.”

J. The Question Mark [?]. A question mark follows every question that expects a separate answer; the next word should begin with a capital letter. “He asked me, ‘Why are you here?’ A foolish question.” (N.B.: A question mark is not used after indirect questions, e.g.: “He asked me why I was there.”) A question mark may be placed in brackets after a word, etc., whose accuracy is doubted, e.g., “Sangad Anurugsa[?]”

K. Quotation Marks [“ ”]. In using quotation marks (or “inverted commas,” as the British call them), writers and editors of AmE and BrE have developed conventions that are markedly different.

1. In AmE, double quotation marks are used for a first quotation; single marks for a quotation within a quotation; double again for a further quotation inside that; etc. In BrE, the practice is exactly the reverse at each step.
2. With a closing quotation mark, practices vary. In AmE, it is usual to place a period or comma within the closing quotation mark, whether or not the punctuation so placed is actually a part of the quoted matter. E.g.: “Joan pointedly said, ‘We do not intend to see *Les Misérables*.’” In BrE, by contrast, the closing quotation mark comes before all punctuation marks, unless these marks form a part of the quotation itself (or what is quoted is *less* than a full sentence in its own right). E.g.: ‘Joan pointedly said, “We do not intend to see *Les Misérables*.”’ (N.B.: In this specimen, the outermost quotation marks indicate that a printed source is being quoted directly.)

When question and exclamation marks are involved, AmE and BrE practice is the same. E.g.: (AmE) “Did Nelson really say, ‘Kiss me, Hardy?’”; (BrE) ‘Did Nelson really say, “Kiss me, Hardy?”’ But when the question or exclamation mark is an integral part of what is being quoted, it is swept inside all quotation marks (i.e., inverted commas). E.g.: (AmE) “Banging her fist on the table, she exclaimed, ‘And that’s *that*!’”; (BrE) ‘Banging her

An asterisk (*) precedes words and phrases that are invariably inferior forms.

fist on the table, she exclaimed, "And that's *that!*" (N.B.: When the ending of an interrogatory or an exclamatory sentence coincides with the ending of another sentence that embraces it, the stronger mark of punctuation is sufficient to terminate *both* sentences; i.e., a period [i.e., a full stop] need not also be included after the question mark or exclamation mark inside the final quotation mark.)

As to quotations that are interrupted to indicate a speaker, AmE and BrE again show different preferences. In AmE, the first comma is swept within the quotation mark. E.g.: "Sally," he said, "is looking radiant today." In BrE, the first comma (usually) remains outside the inverted comma, just as though the attribution could be lifted neatly out of the speaker's actual words. E.g.: 'Sally,' he said, 'is looking radiant today.' See QUOTATIONS (B).

3. In nonlegal citations, quotation marks (and roman type) are often used when citing titles of articles in magazines, chapters in books, poems not published separately, and songs. (Titles of books and magazines are usually printed in italics in nonlegal citations.) See CITATION OF CASES.

L. Semicolon [;]. This mark separates those parts of a sentence between which there is a more distinct break than a comma can signal, but that are too closely connected to be made into separate sentences. Typically these will be clauses of similar importance and grammatical construction. E.g.: "To err is human; to forgive, divine." (N.B.: The comma here flags the dropping of a word: *is*.)

M. Square Brackets ([]). These enclose comments, corrections, explanations, interpolations, notes, or translations that were not in the original text but have been added by subsequent authors, editors, or others. E.g.: "My right honorable friend [John Smith] is mistaken."

In legal writing, brackets are customarily used for adjustments in quoted matter, such as making lowercase a letter that was uppercase in the source of the quotation ("The court stated that '[a]nother problem in determining the existence of apparent authority relates to the extent of the knowledge of the person invoking the doctrine.'") or signifying an omission of an inflection in a word ("If the trustees 'fail[] to reelect or reemploy the superintendent' without giving notice, his contract is automatically reviewable.").

This last use—bracketing empty space—should not supplant the ellipsis, as here: "The choice of [] *forum* [read choice of . . . *forum*] was made in an arm's-length negotiation." *Snyder v. Smith*, 736 F.2d 409, 419 (7th Cir. 1984) (quoting *The Bremen v. Zapata Off-Shore Co.*, 407 U.S. 1, 12 (1972)).

For further inquiry, the following works are useful: Karen E. Gordon, *The Well-Tempered Sentence: A Punctuation Handbook for the Innocent, the Eager, and the Doomed* (1983); G.V. Carey, *Mind the Stop* (1977 ed.); Harry Shaw, *Punctuate It Right!* (1963); and Eric Partridge, *You Have a Point There: A Guide to Punctuation and Its Allies* (1953; repr. 1978).

N. Virgule [/]. Known popularly as the "slash," arcanelly as the "solidus," and somewhere in between as the "diagonal," the virgule is a mark that doesn't appear much in first-rate writing. Some writers use it to mean "per" <50 words/minute>. Others use it to mean "or" <and/or> or "and" <every employee/independent contractor must complete form XJ42A>. Still others use it to indicate a vague disjunction, in which it's not quite an *or* <the novel/novella distinction>. In this last use, the en-dash is usually a better choice. (See (E).) In all these uses, there's almost always a better choice than the virgule. Use it as a last resort.

But the virgule has legitimate uses as well: (1) to separate run-in lines of poetry <To be, or not to be: that is the question: / Whether 'tis nobler in the mind to suffer / The slings and arrows of outrageous fortune>; (2) to show pronunciations (as they're shown throughout this book) <*ribald* is pronounced /**rib**-əld/>; (3) to separate the numerator and the denominator in a fraction <19/20>; (4) in Internet addresses <<http://www.oed.com>>; and (5) in informal jottings, to separate the elements in a date <11/17/2010>.

punies. American trial lawyers use this shortened word as a slang for *punitive damages*—e.g.:

- "Klausner, who says he has at least six clients with whistleblower actions, says last week's ruling is terrific. 'It's great if you know you can get *punies* from a government agency.'" Henry Gottlieb, *Whistleblower Punitives Allowed in Public Sector*, N.J.L.J., 6 Dec. 1993, at 1 (quoting Stephen Klausner, a lawyer in Somerville, N.J.).
- "A San Francisco County Superior Court jury awarded secretary Rena Weeks \$6.9 million in *punies* from Baker & McKenzie—with 1,642 attorneys, the world's largest law firm—and \$225,000 from rainmaker Martin Greenstein, whom Ms. Weeks had accused of unwanted sexual attention." Thom Weidlich, *Baker Verdict Not Major Concern*, Nat'l L.J., 19 Sept. 1994, at A6.

Cf. **punitives.**

punishable. When used in reference to a person, *punishable* means "liable to punishment" <she is not legally punishable>. When used in reference to a crime, it means "entailing punishment" <an offense punishable by a \$500 fine>. The latter sense—a good illustration of how HYPALLAGE works—is now the more common one.

punitive; *punitory. *Punitive* (= involving or inflicting punishment) is a word much more common in legal than in nonlegal texts. **Punitory* is a NEEDLESS VARIANT. These two forms are commonly used by those who practice INELEGANT VARIATION. E.g.: "Considered as strictly *punitory* [read *punitive*], the damages are for the punishment of the private tort, not of the public crime." Thomas B. Colby, *Beyond the Multiple Punishment Problem*, 87 Minn. L. Rev. 583, 621 (2003). Even worse: "The law with respect to *punitive damages* is that in order to justify the *infliction* [read *imposition*?] of *punitory damages* [read *punitive damages*] for the commission of a tort, the act complained of must have been done wantonly or maliciously." *Stenson v. Laclede Gas Co.*, 553 S.W.2d 309, 315 (Mo. Ct. App. 1977).