

Effective Written Advocacy

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**HIGH POINT
UNIVERSITY**

The Premier Life Skills University

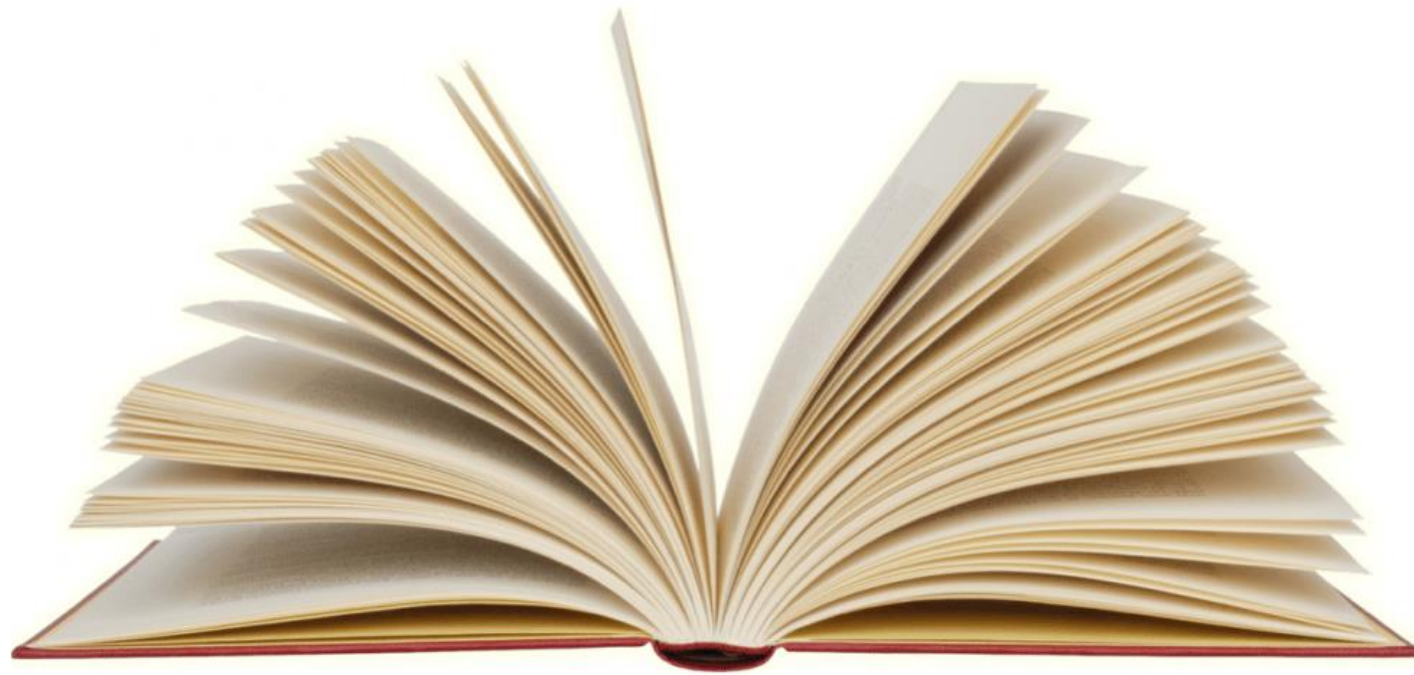
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Writing: What's the point?

Competing purposes:

- Explain complex ideas in a way that can be understood
- Convince judges to do something they weren't inclined to do
- Try to win
- Try not to lose
- Impress the client
- Provide catharsis for the client
- Provide a draft opinion for the court
- Others?

READABILITY



How we imagine judges reading our writing:



How judges are actually reading our writing:



The table of contents: Your secret weapon

Tell the whole story in the table of contents.

- Facts:
 - Subheadings that walk through the facts and posture
- Argument:
 - Headings and subheadings that make the main points and show the supporting reasons

The table of contents: Your secret weapon

Facts Example 1:

STATEMENT OF FACTS

- A. Mr. XXX's Business Success
- B. Regulatory Approval of Investment Allocation
- C. Moving the Goalposts
- D. A Half-Baked Plan
- E. The MOU's Twin Components
- F. Implementation Problems
- G. Litigation

The table of contents: Your secret weapon

Facts Example 2:

STATEMENT OF THE CASE

A. XXX's NFL career and injuries

B. The NFL Benefits Plan

C. XXX's multiple attempts to obtain benefits

1. The 2009 initial application for line-of-duty benefits

2. The 2014 application

3. The 2016 application for reclassification

D. Procedural History

The table of contents: Your secret weapon

Argument Example:

II. The Fraud Determination Cannot Stand

A. Standard of Review

B. There can be no fraudulent inducement of an unenforceable contract

C. Regardless of whether the contract is enforceable, the fraud judgment is still flawed

1. The fraud determination is a contingent judgment or an advisory opinion, either of which is void

2. When a sophisticated entity opts out of due diligence, its reliance is unreasonable

3. The trial court also erred by blaming Defendants for warranties that Plaintiffs drafted

Jumping off to a strong start. Or not.

Defendants Ralph Johnson (“Johnson”) and Edith Bunker (“Bunker,” together with Johnson, the “Defendants”) hereby file this Memorandum of Law in Support of Defendants’ Motion to Dismiss (the “Motion”) and respectfully show unto this honorable Court as follows:

Introductions

Most sets of briefing rules make no mention—

Fed. R. App. P. 28: nope

N.C. R. App. P. 28: also no

MDNC local rules: nada

Silence is permission?

Introductions

From a petition asking a state supreme court to take a case, in its discretion:

[Background and stage setting]...

The County has flouted the statute's plain language and thus the legislature's intent. The legislature intended for counties to select from a limited menu, rather than fashion their own dishes. Counties have unlimited discretion to pick either the ad valorem or per capita method, but no discretion for anything else. . . .

Regardless of one's views on the merits, this argument is one worth having. When local governments act outside their delegated authority, our courts have traditionally opened their doors to such claims. Plaintiffs are entitled to enter the courthouse and be heard.

Boring issues vs. Deep issues

- WHETHER THE TRIAL COURT ERRED BY FINDING NO VIOLATION OF DEFENDANT'S FOURTH AMENDMENT RIGHTS
- The Supreme Court has held that the Fourth Amendment is not violated when a police officer makes a custodial arrest after seeing the person commit a misdemeanor traffic offense in a public place. A police officer saw John Smith driving on Main Street without headlights after dark—a misdemeanor. The officer arrested him. Did the arrest violate John Smith's Fourth Amendment rights?

Facts: Don't hesitate to tell a story

Before she died, Maria lived on Highway 50—a two-lane country highway with a 55 m.p.h. speed limit—with her parents and brother, Eduardo. Every morning, Maria and Eduardo had to cross the highway to board their bus. Heading southbound, the bus would pick them up, drive a short distance down the highway, turn around, and drive northbound past Maria's house just a few minutes later.

One morning, while it was still dark, Maria walked with her brother towards their bus stop. Maria's dad watched from the window of their home. As Maria and Eduardo began to cross, a car heading north hit Maria, slamming her into the side of the bus. Eduardo and their dad saw it happen. Maria died.

Facts: Don't hesitate to tell a story

The school board then redesigned the bus route, adding a stop on Maria's side of the street. Maria's estate, Eduardo, and their dad filed a claim against the board. They alleged that the board—and several of its employees—had been negligent in a number of respects, including by designing the school bus route to require Maria and Eduardo to cross the highway in the dark instead of boarding on their side of the street. Plaintiffs also alleged that the bus driver was negligent. Plaintiffs sought damages for survival, wrongful death, and negligent infliction of emotional distress.

A picture is worth a thousand words

The site is a “tremendous opportunity for redevelopment.” The City’s graphic depiction for future development of the area conforms with this description:



But when a developer submitted its application for a permit, the area looked somewhat different:



Font: Does it matter?

- This is Times New Roman.
- This is Courier.
- This is Century Schoolbook.
- This is Palatino Linotype.

Contractions: Can you or can't you?

- “The use of contractions is inappropriate in formal legal writing.”
- Bryan Garner, a leading authority on legal writing, advocates their use as a way to make legal writing, including opinions and rules, less stuffy and more natural. Contractions make your writing more accessible to the user. Research shows that that they also enhance readability.

Sentences sans verbs

- Not so
- Correct
- Wrong
- Of course not
- So far, so good
- True, no doubt

Single-sentence paragraphs

- Merriam-Webster: “a subdivision of a written composition that consists of **one or more sentences**, deals with one point or gives the words of one speaker, and begins on a new usually indented line”
- Cambridge: “a short part of a text, consisting of **at least one sentence** and beginning on a new line”

Imperatives

- Take, for example, a business owner who has five hundred employees on the books.
- Leave the credibility determinations to the finders of fact.
- Stop right there.

Colloquialisms

- “Take, for example, a business owner who has five hundred employees ***on the books.***”
 - More conventional alternative: “The statute applies to any employer with at least five hundred employees.”
- “Without that provision, the holding company could refinance the loans and ***stick Ms. XXX with a massive tax bill,*** but no income with which to pay it.”
 - More conventional alternative: “Under a contract lacking such a provision, the holding company would have the power to refinance the loans, creating significant tax liability for Ms. XXX without concomitant income with which to pay it.”

Footnotes: Are they acceptable?

- Four years ago, a front-page *New York Times* story reported on a surprising legal battle: whether lawyers should continue putting citations in the text, or whether they should relegate citations to footnotes.

Cleaning up

- The parenthetical “(cleaned up)” signifies that the author “has removed extraneous, non-substantive material like brackets, quotation marks, ellipses, footnote reference numbers, and internal citations; may have changed capitalization without using brackets to indicate that change; and affirmatively represents that the alterations were made solely to enhance readability and that the quotation otherwise faithfully reproduces the quoted text.”

-Jack Metzler

And the next slide

- “When appropriate, use a coordinating conjunction to begin a sentence to emphasize contrast (*but, yet*), additional support for a proposition (*and*), an alternative (*or*), or a logical conclusion (*so*).”

-Bryan Garner

“And” and its many uses

- Additional support:
 - Factual statement. CITE. “And, as Plaintiffs admitted, the loan agreements are ‘all the same.’” CITE.
- Logical connector:
 - First legal premise. CITE. “And an agreement to agree is unenforceable.” CITE. “Thus,” concluding premise.
- In place of “thus”:
 - “And that is why the contract limited the loan terms that the holding company could impose.”

Contrast – “But” and “Yet”

- But the government chose litigation instead.
- But fraud can't attach to an unenforceable document.
- But the agreement was short-lived.
- But the trial court decided otherwise.
- But those findings made the entire fraud determination pointless.
- Yet Plaintiffs decided not to conduct any due diligence.
- Yet the trial court then found fraud anyway.
- Yet Plaintiffs opted out of due diligence.
- Yet Plaintiffs' diligence was zilch.

Conceding a bad point

To be sure:

“To be sure, the company did mail the notice. But that doesn’t mean it was ever received.”

True:

“True, the parties could always *voluntarily* choose to resolve their dispute out-of-court. But the contract doesn’t *require* as much.”

Of course:

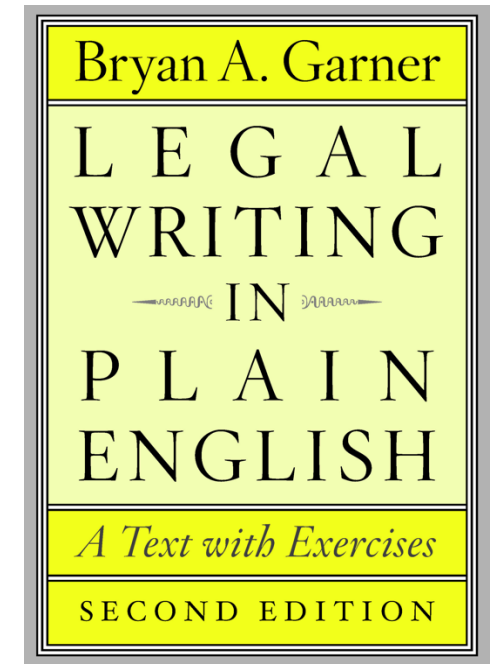
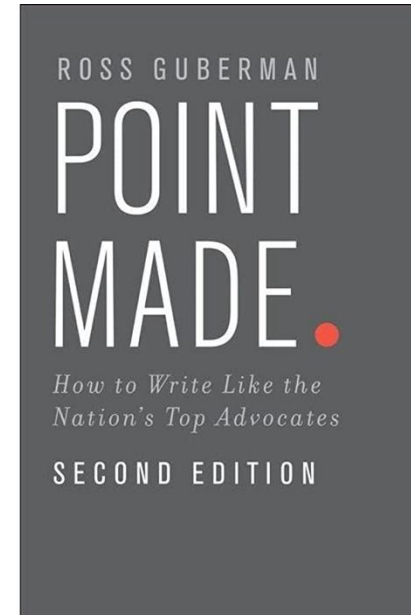
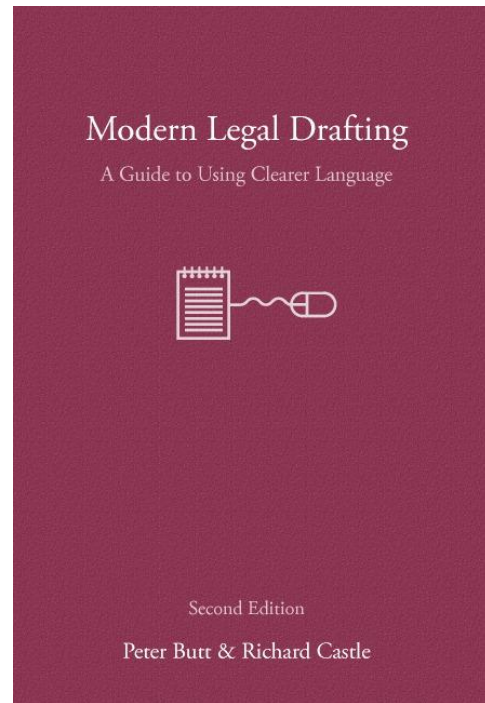
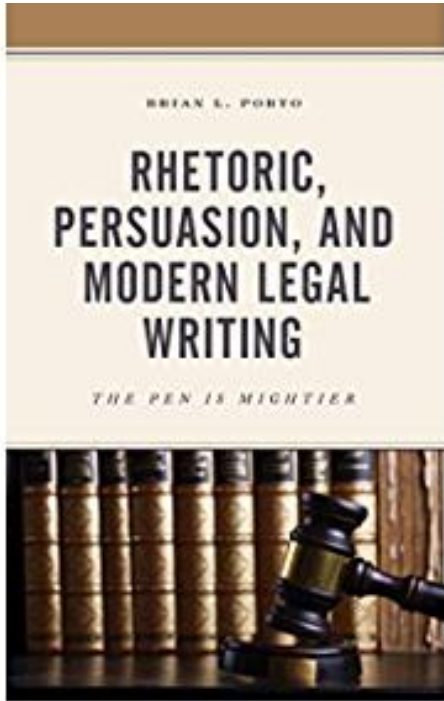
“Of course, everyone agrees that the statute applies to most towns. But this Town is unique. It has no leadership. It has no budget. It isn’t even incorporated.”

Acronyms and defined terms

- “To enhance the clarity of the brief, the court strongly urges parties to limit the use of acronyms. While acronyms may be used for entities and statutes with widely recognized initials, such as FERC and FOIA, parties should avoid using acronyms that are not widely known.”

-D.C. Circuit

Additional resources



Items in a Series

Can you spot the problem(s) here?

“There are five elements that must be present for res judicata to apply: ‘(1) identity of the subject matter of the action; (2) identity of the cause of action; (3) identity of the parties to the cause of action; [] (4) identity of the quality or character of a person against whom the claim is made[;]’ and (5) ‘the prior judgment must [have been] a final judgment that was adjudicated on the merits.’”

--Stonewater Adolescent Recovery Center v. Lafayette County Board of Supervisors (5th Cir. 2022).

Items in a Series

There are five elements that must be present for res judicata to apply. First, there must be identity of the subject matter of the action. Second, there must be identity of the cause of action. Third

Items in a Series

“Section 1981 claims . . . require that the plaintiff allege facts supporting the following elements: (1) plaintiff is a member of a racial minority; (2) defendant’s intent to discriminate on the basis of race; and (3) discrimination concerning one of the statute's enumerated activities”

--*Gueye v. People's United Bank, National Association* (2d Cir. 2022) (internal quotation marks and brackets omitted).

Items in a Series

Section 1981 claims require that the plaintiff allege facts supporting the following elements: (1) plaintiff is a member of a racial minority; (2) defendant intended to discriminate on the basis of race; and (3) the discrimination concerned one of the statute's enumerated activities.

Items in a Series

Ferguson argued that those counts failed to allege the five elements required to establish a claim of defamation: (1) publication to a third person; (2) falsity; (3) negligence; (4) actual damages; and (5) statement must be defamatory.

--Johnston v. Borders (11th Cir. 2022).

Items in a Series

This is correct:

“A *Brady* violation has three elements: (1) the evidence at issue is favorable to the defendant, (2) the evidence was suppressed by the state, and (3) prejudice ensued.”

--*Redmond v. United States* (9th Cir. 2022).

Some Rules

Rule #1

Equal items in a series should be parallel. Either (1) each item is an independent clause, or (2) each item is not an independent clause.



Some Rules

Rule #2

Each item in the series must agree grammatically with the introductory clause.

AGREEMENT



Items in a Series

To enter into a valid marriage, the two parties to the marital agreement must have: (1) sufficient mental and physical capacity; (2) no other spouses; (3) no blood relationship; and (4) must be of sufficient age to marry.

Items in a Series

To enter into a valid marriage, the two parties to the marital agreement must have: (1) sufficient mental and physical capacity; (2) no other spouses; (3) no blood relationship; and (4) reached the age of eighteen.

Items in a Series, BONUS QUESTION

Can you spot the problem here?

Capacity to marry refers to whether a legal impediment exists that would prevent either party from being married. These include mental or physical capacity, the presence of another spouse, incest, and both parties being over 18. *Matter of Est. of Hendrickson*, 248 Kan. 72, 75 (1991).

BONUS QUESTION

Capacity to marry refers to whether a **legal impediment** exists that would prevent either party from being married. These include **mental or physical capacity**, **the presence of another spouse**, **incest**, and **both parties being over 18**. *Matter of Est. of Hendrickson*, 248 Kan. 72, 75 (1991).

BONUS QUESTION

Capacity to marry refers to whether a **legal impediment** exists that would prevent either party from being married. These include **lack of mental or physical capacity**, the presence of another spouse, incest, and **one or more parties being under eighteen**. *Matter of Est. of Hendrickson*, 248 Kan. 72, 75 (1991).

Conjunctive Adverbs as Conjunctions

“On appeal, Robinson maintains that she can establish a prima facie case of race and sex discrimination with direct and circumstantial evidence, therefore we will address each of them in turn.”

--*Robinson v. Quicken Loans, LLC* (6th Cir. 2022).

Conjunctive Adverbs as Conjunctions

Problem: Independent clause on left and right of conjunctive adverb = COMMA SPLICE!

“On appeal, Robinson maintains that she can establish a prima facie case of race and sex discrimination with direct and circumstantial evidence, **therefore** we will address each of them in turn.”

--*Robinson v. Quicken Loans, LLC* (6th Cir. 2022).

Conjunctive Adverbs as Conjunctions

Three solutions:

Solution #1: Change the comma before the conjunctive adverb to a **semicolon**.

“On appeal, Robinson maintains that she can establish a prima facie case of race and sex discrimination with direct and circumstantial evidence; **therefore** we will address each of them in turn.”

--*Robinson v. Quicken Loans, LLC* (6th Cir. 2022).

Conjunctive Adverbs as Conjunctions

Solution #2: Change the comma before the conjunctive adverb to a **period**.

“On appeal, Robinson maintains that she can establish a prima facie case of race and sex discrimination with direct and circumstantial evidence. **Therefore** we will address each of them in turn.”

--*Robinson v. Quicken Loans, LLC* (6th Cir. 2022).

Conjunctive Adverbs as Conjunctions

Solution #3: Change the conjunctive adverb to a **conjunction**.

“On appeal, Robinson maintains that she can establish a prima facie case of race and sex discrimination with direct and circumstantial evidence, therefore we will address each of them in turn.”

--*Robinson v. Quicken Loans, LLC* (6th Cir. 2022).

Conjunctive Adverbs as Conjunctions

Solution #3: Change the conjunctive adverb to a **conjunction**.

“On appeal, Robinson maintains that she can establish a prima facie case of race and sex discrimination with direct and circumstantial evidence, **so** we will address each of them in turn.”

--*Robinson v. Quicken Loans, LLC* (6th Cir. 2022).

Conjunctive Adverbs as Conjunctions

“On appeal, Robinson maintains that she can establish a prima facie case of race and sex discrimination with direct and circumstantial evidence, therefore we will address each of them in turn.”

--*Robinson v. Quicken Loans, LLC* (6th Cir. 2022).

Conjunctive Adverbs as Conjunctions

This problem only arises if you have an independent clause on both the right and left of the conjunctive adverb. This is correct:

“We need not go so far, **however**, to conclude that a remand is required.”

--*Roman v. Garland* (2d Cir. 2022).

Conjunctive Adverbs as Conjunctions

So is this:

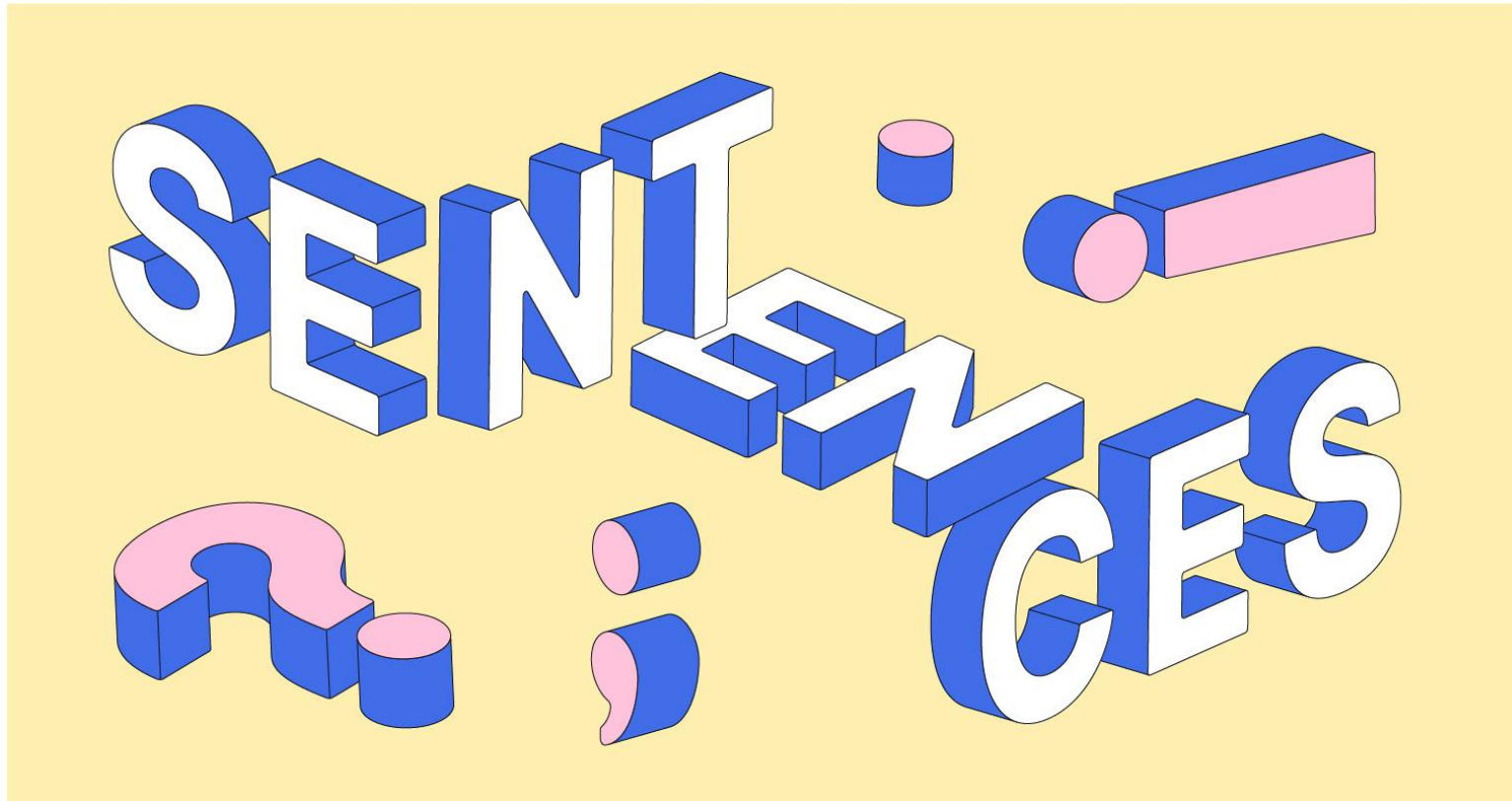
“On Valentine’s Day, **however**, Ratliff and Hendrick broke up.”

--*Hendrick v. Whitten* (10th Cir. 2022).

SO **WHY** DOES ANY OF

THIS **MATTER?!**

Sentences Are Important!



Sentence or not?

1. Whether the testator revoked his will by destroying it, despite his clear lack of intent to revoke.

Sentence or not?

2. Thus, it is likely that the court will find that Williamson's will was not revoked.

Sentence or not?

3. The decedent's secretary, Sophia Michaels, who submitted an affidavit describing the events leading up to the decedent's destruction of the will.

Sentence or not?

4. And the fourth problem is that lawyers think they will sound unsophisticated if they write in plain English.

Sentence or not?

5. Assuming that Crawford intended to use the trophy to help her commit the robbery.

Sentence or not?

6. Therefore, if Jackson testifies that she feared imminent bodily harm, Crawford is more likely to be convicted.

Sentence or not?

7. Crawford is eight inches taller than Jackson, Jackson weighs thirty pounds more than Crawford.

Sentence or not?

8. Based on the security guard's statement, in which he described seeing Jones approach Smith from behind, strike her on the back of the head, and shove her to the ground.

Sentence or not?

9. It's not.

Sentence or not?

10. In determining whether a defendant can be convicted of aggravated robbery, several factors, including threats made, the relative sizes of the defendant and victim, the weapon used, and the proximity of the defendant to the victim.

Intro Clause + Noun

What's wrong with the highlighted words?

- In Renfrow, the court held that by living together for three years and having the reputation of being married in their community, **the acts and conduct** of Ann and Grant Renfrow were sufficient to show a present marriage agreement.

Intro Clause + Noun

What's wrong with the highlighted words?

- In Renfrow, the court held that by living together for three years and having the reputation of being married in their community, **Ann and Grant Renfrow** established a present marriage agreement though their acts and conduct.

Intro Clause + Noun

Background: Austin and Ashly won a contest for married couples only. The resort revoked the prize because A&A don't have a marriage certificate.

- After winning the contest, a representative from the Sunflower Resort called to rescind the prize.

Intro Clause + Noun

Solution #1:

- After winning the contest, Austin and Ashly were informed by a representative from the Sunflower Resort that the resort was rescinding the prize.

Intro Clause + Noun

Solution #2:

- **After Austin and Ashly won the contest**, a representative from the Sunflower Resort called to rescind the prize.

Plurals and Possessives

This is incorrect:

“The asserted procedural irregularities focus on: . . . (b) whether the DOB Personnel Committee reviewed a favorable faculty letter from a visiting professor, Prof. Williams Plaintiff has failed to demonstrate that consideration of Prof. **William's** letter would have altered the various recommendations”

--*Girma v. Skidmore College* (N.D.N.Y. 2001).

Plurals and Possessives

This is correct:

“The asserted procedural irregularities focus on: . . . (b) whether the DOB Personnel Committee reviewed a favorable faculty letter from a visiting professor, Prof. Williams Plaintiff has failed to demonstrate that consideration of Prof. **Williams’ [or Williams’s]** letter would have altered the various recommendations.”

--*Girma v. Skidmore College* (N.D.N.Y. 2001).

Plurals and Possessives

Incorrect:

“Girma offers nothing from which a reasonable trier of fact could conclude that consideration of the **William's** letter would have overridden the major focus of each recommendation”

--*Girma v. Skidmore College* (N.D.N.Y. 2001).

Plurals and Possessives

Correct:

“Girma offers nothing from which a reasonable trier of fact could conclude that consideration of the **Williams** letter would have overridden the major focus of each recommendation”

--*Girma v. Skidmore College* (N.D.N.Y. 2001).

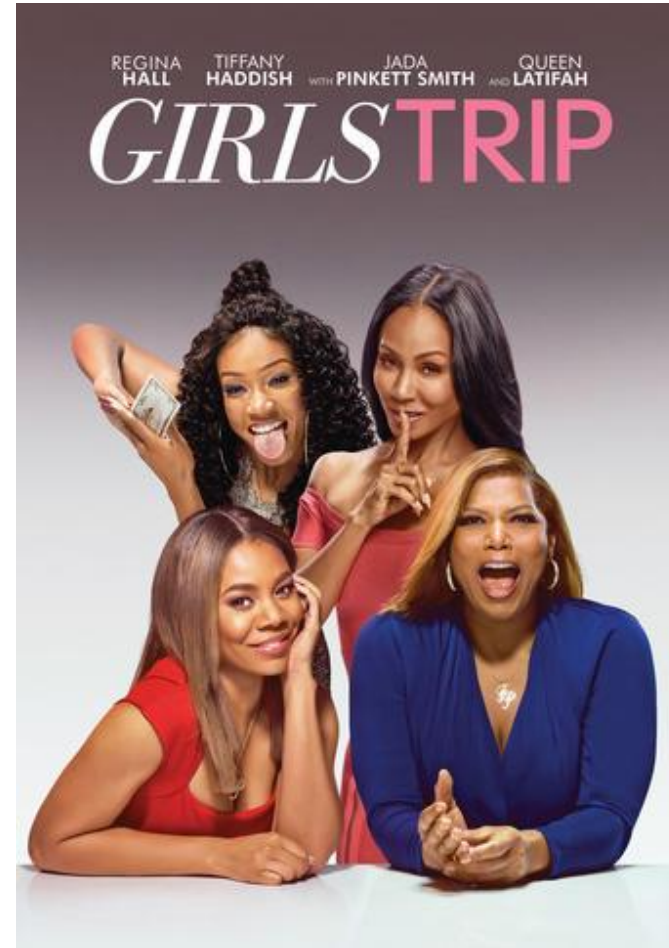
Plurals and Possessives

Is *Girls Trip* correct? YES!

Would *Girls' Trip* be correct? ALSO YES!

- How is that possible?

What about *Girl's Trip*? NOT CORRECT.



Plurals and Possessives

Incorrect:

“Plaintiff, Sheila R. Williams, is the widow of David Williams The defendant's actions are alleged to have resulted in mental distress and loss of reputation to plaintiffs and to David Williams and lost profits for **the William's business**, a grocery store in Montgomery.”

--*Williams v. Kilgo* (W.D. La. 2014).

Plurals and Possessives

How to form the plural possessive of a name:

Two steps.

Step One: form the plural. The plural of “Williams” is “Williamses.”

HINT #1: Think about the phrase “keeping up with the Joneses.”

HINT #2: Pretend you’re sending a holiday card. “Happy Holidays from the Williamses.”

Plurals and Possessives

How to form the plural possessive of a name:

Step Two: Add an apostrophe to make it possessive:

Williamses → Williamses'

Plurals and Possessives

Correct:

“Plaintiff, Sheila R. Williams, is the widow of David Williams The defendant's actions are alleged to have resulted in mental distress and loss of reputation to plaintiffs and to David Williams and lost profits for **the Williamses' business**, a grocery store in Montgomery.”

--*Williams v. Kilgo* (W.D. La. 2014).

Plurals and Possessives

How to form the plural possessive of a name:

Step Two: Add an apostrophe to make it possessive:

Williamses → Williamses'

QUESTION: Can I write Williamses's instead?

ANSWER: No, that would be wrong. Let me explain.

Plurals and Possessives

You have two options when you form the singular possessive of a name ending in “s.”

King Charles has a sister named Anne,
Princess Royal.

King Charles's sister → CORRECT!

King Charles' sister → ALSO CORRECT!

Plurals and Possessives

But when it comes to plural possessives, you only have one option:

The **Williamses'** grocery store → **CORRECT!**

The **Williamses's** grocery store → **INCORRECT!**

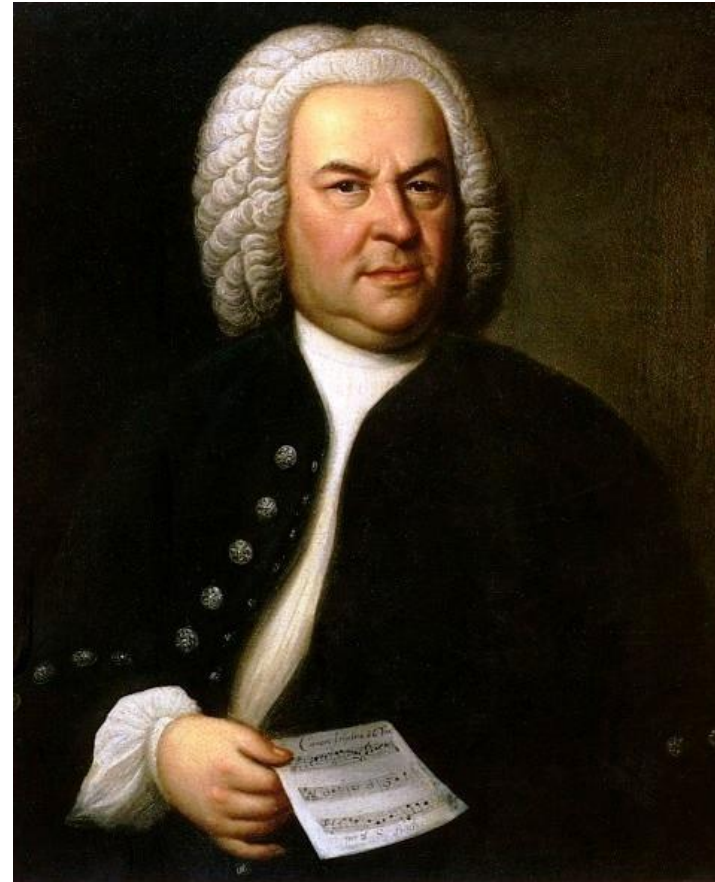
Plurals and Possessives

Could this be any more complicated?

YES! And it is! Just wait until you see the next slide!!!



Plurals and Possessives



Plurals and Possessives

- The plural of Bach is Bachs: *The Bachs are coming over for dinner tomorrow night.*
- The plural of Batch is Batches: *The Batches are coming over for dinner.*

Plurals and Possessives

If you think it sounds weird, you can always write around it. WEIRD:

- The Businessseses are coming over for dinner.

LESS WEIRD (but still kinda weird):

- The Businesses family is coming over for dinner.
- Joe and Jane Businesses are coming for dinner.



Let's
Practice!

Plurals and Possessives

1. Director George _____ 1951 film *A Place In The Sun* won six Academy Awards, including Best Director and Best Original Screenplay. [Hint: singular, possessive] [Note: The director's last name is "Stevens."]

- a. Stevens
- b. Steven's
- c. Stevens's
- d. Stevenses
- e. Stevenses'

Plurals and Possessives

1. Director George _____ 1951 film *A Place In The Sun* won six Academy Awards, including Best Director and Best Original Screenplay. [Hint: singular, possessive] [Note: The director's last name is "Stevens."]

- a. Stevens
- b. Steven's
- c. Stevens's
- d. Stevenses
- e. Stevenses'

Plurals and Possessives

2. Mr. Xiao Go, his wife, Zhang Go, and their two children are preparing their holiday cards. The message on the cards should read: “Happy Holidays from the _____.” [plural, not possessive]

- a. Gos
- b. Goes
- c. Gos’
- d. Goes’
- e. Go’s
- f. Goe’s

Plurals and Possessives

2. Mr. Xiao Go, his wife, Zhang Go, and their two children are preparing their holiday cards. The message on the cards should read: “Happy Holidays from the _____.” [plural, not possessive]

- a. Gos
- b. Goes
- c. Gos’
- d. Goes’
- e. Go’s
- f. Goe’s

Plurals and Possessives

3. Beyonce and Solange Knowles have the same manager. The manager can be referred to as “the _____ manager.” [plural, possessive]

- a. Knowles
- b. Knowleses
- c. Knowles’s
- d. Knowleses’
- e. Knowle’s

Plurals and Possessives

3. Beyonce and Solange Knowles have the same manager. The manager can be referred to as “the _____ manager.” [plural, possessive]

- a. Knowles
- b. Knowleses
- c. Knowles's
- d. Knowleses'
- e. Knowle's

Plurals and Possessives

4. The defect existed at the time the bottle left Pepsi's custody, at the time of the _____ injury, and at all times in between.
[singular, possessive]

- a. plaintiff's
- b. plaintiffs
- c. plaintiffs'
- d. plaintiff

Plurals and Possessives

4. The defect existed at the time the bottle left Pepsi's custody, at the time of the _____ injury, and at all times in between.
[singular, possessive]

- a. plaintiff's
- b. plaintiffs
- c. plaintiffs'
- d. plaintiff

Plurals and Possessives

5. You represent Mary Beth Sky and her husband, Mortimer F. Sky. You might write the following in a brief: “The _____ are not guilty.” [plural, not possessive]

- a. Skies
- b. Sky's
- c. Skys
- d. Skys'
- e. Skies'

Plurals and Possessives

5. You represent Mary Beth Sky and her husband, Mortimer F. Sky. You might write the following in a brief: “The _____ are not guilty.” [plural, not possessive]

- a. Skies
- b. Sky's
- c. Skys
- d. Skys'
- e. Skies'

Plurals and Possessives

6. Four days after their disappearance, the _____ car was found abandoned on the side of Interstate 95. [plural, possessive]

- a. Jones'
- b. Jone's
- c. Jones's
- d. Jones'
- e. Joneses'

Plurals and Possessives

6. Four days after their disappearance, the _____ car was found abandoned on the side of Interstate 95. [plural, possessive]

- a. Jones'
- b. Jone's
- c. Jones's
- d. Jones'
- e. Joneses'

Plurals and Possessives

7. After giving her employer four _____ [plural, possessive] notice of her departure, Jill received a _____ [singular, possessive] salary as severance.

- a. months'; months'
- b. months; months'
- c. months'; months
- d. months'; month's
- e. month's; month's
- f. month's; months'

Plurals and Possessives

7. After giving her employer four _____ [plural, possessive] notice of her departure, Jill received a _____ [singular, possessive] salary as severance.

- a. months'; months'
- b. months; months'
- c. months'; months
- d. months'; month's
- e. month's; month's
- f. month's; months'

Plurals and Possessives

8. The _____ house sold for ten thousand dollars more than their asking price. [plural, possessive]

- a. Rodriguez's
- b. Rodriguezes'
- c. Rodriguez'
- d. Rodriguezs'

Plurals and Possessives

8. The _____ house sold for ten thousand dollars more than their asking price. [plural, possessive]

- a. Rodriguez's
- b. Rodriguezes'
- c. Rodriguez'
- d. Rodriguezs'

Plurals and Possessives

9. There were five _____ and three Jennifers in last year's 1L class. [plural, not possessive]

- a. Marys
- b. Mary's
- c. Marys'
- d. Maries
- e. Marys'

Plurals and Possessives

9. There were five _____ and three Jennifers in last year's 1L class. [plural, not possessive]

a. Marys

b. Mary's

c. Marys'

d. Maries

e. Marys'

Plurals and Possessives

10. You represent H. Bryant Edwards and his wife, Angelica. You might write the following in a brief: “The _____ moved to Florida in 1996.” [plural, not possessive]

- a. Edwards
- b. Edwards’s
- c. Edward’s
- d. Edwards’
- e. Edwardses’
- f. Edwardses

Plurals and Possessives

10. You represent H. Bryant Edwards and his wife, Angelica. You might write the following in a brief: “The _____ moved to Florida in 1996.” [plural, not possessive]

- a. Edwards
- b. Edwards’s
- c. Edward’s
- d. Edwards’
- e. Edwardses’
- f. Edwardses

Plurals and Possessives

11. With so many _____ starring in movies these days, it's hard to keep them all straight. [plural, not possessive]

- a. Chris'
- b. Chris's
- c. Chrises
- d. Chrisses
- e. Chrises'
- f. Chrisses'

Plurals and Possessives

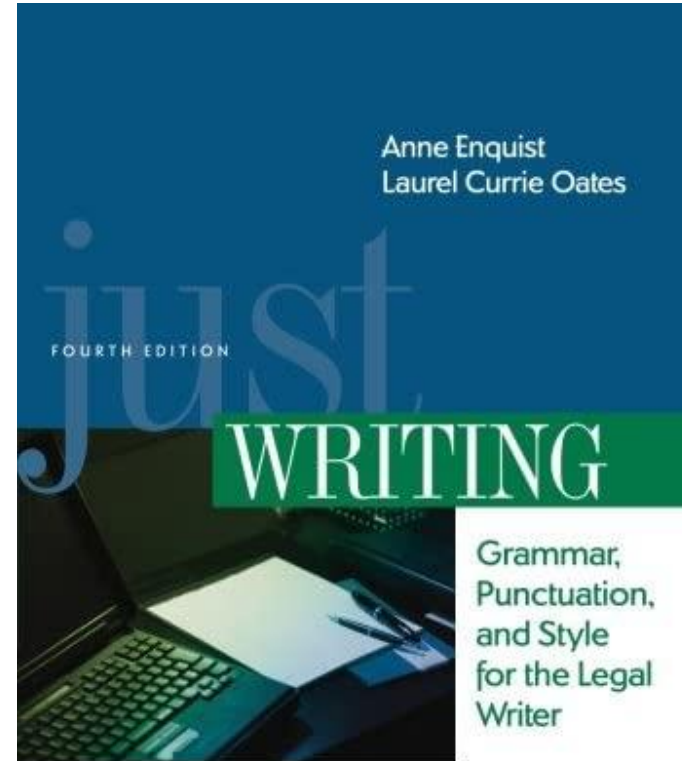
11. With so many _____ starring in movies these days, it's hard to keep them all straight. [plural, not possessive]

- a. Chris'
- b. Chris's
- c. Chrises**
- d. Chrisses
- e. Chrises'
- f. Chrisses'

Some Advice

Keep a grammar book on your desk when you're writing.

- “flesh out” vs. “flush out”
- further vs. farther
- reluctant vs. reticent



We welcome your feedback.

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