

# Precision and Clarity in Legal Writing



North Carolina Court of Appeals  
Thursday, December 5, 2019



Writing Skills Seminars and Consulting Services

**Nancy Lewis Tuten, PhD**

[www.getitwriteonline.com](http://www.getitwriteonline.com)

[ntuten@getitwriteonline.com](mailto:ntuten@getitwriteonline.com)



# Contents

## Commas and Clarity

<i>Case in Point: O’Connor et al. v. Oakhurst Dairy</i> .....	1
The Oxford Comma.....	2
<i>Case in Point: Rogers Communications, Inc., v. Bell Canada</i> .....	3
Commas with Nonessential Information.....	4

## Modifiers and Meaning

<i>Case in Point: Lockhart v. U.S.</i> .....	6
Misplaced Modifiers.....	7
Dangling Modifiers .....	8

## Shifting or Misunderstood “Rules”

<i>One Rule in Transition: Pronouns Must Agree in Number with Their Antecedents</i> .....	9
Never Split an Infinitive .....	10
Never End a Sentence with a Preposition .....	11
Never Start a Sentence with <i>Because, And, or But</i> .....	12

## Confusing Words

Affect, Effect.....	13
Alternative, Options .....	13
Assure, Ensure, Insure.....	13
Bad, Badly .....	14
Center in/on, Center Around .....	14
<i>e.g.</i> and <i>i.e.</i> .....	14
Farther, Further.....	14
Include.....	15
Less, Fewer.....	15
Lie, Lay .....	16
Who, Whom .....	17

© These materials were designed by Nancy L. Tuten to be used in training facilitated by her and those with whom she has contracted to teach using her materials. They may not be reproduced or distributed, either electronically or in hard copy, to anyone other than those who participate in Nancy Tuten's training seminars, and they may not be used for training by anyone else without expressed written permission.

## COMMAS AND CLARITY

### **The Oxford Comma:**

**Case in Point:** *O'Connor, et al v. Oakhurst Dairy* (March 2017)

A Maine state law says that overtime pay does not apply to the following jobs:

**The canning, processing, preserving, freezing, drying, marketing, storing, packing for shipment or distribution of:**

- (1) Agricultural produce;**
- (2) Meat and fish products; and**
- (3) Perishable foods.**

“Delivery drivers distribute perishable foods, but they don’t pack the boxes themselves. Whether the drivers were subject to a law that had denied them thousands of dollars a year depended entirely on how the sentence was read.

“If there were a comma after ‘shipment,’ it might have been clear that the law exempted the distribution of perishable foods. But the appeals court on Monday sided with the drivers, saying the absence of a comma produced enough uncertainty to rule in their favor. It reversed a lower court decision.”

### **Commentary**

1. This is an excellent example of why the Oxford comma is useful: If “distribution of” was supposed to be parallel in *meaning* with the list of gerunds preceding it, then a comma after “shipment” would have clarified that it was.
2. If “distribution” were supposed to be parallel grammatically with “preserving,” “freezing,” “drying,” etc., then it should have been a gerund: “distributing.”
3. Complicating factor: “The language in the law followed guidelines in the *Maine Legislative Drafting Manual*, which specifically instructs lawmakers to not use the Oxford comma. Don’t write ‘trailers, semitrailers, and pole trailers,’ it says — instead, write “trailers, semitrailers and pole trailers.””

(And, P.S., the comma after “of” is incorrect, and the semicolons in the bulleted list should be commas.)

## The Oxford Comma: Explanation

### The comma before the conjunction preceding the last item of a list items in a series of three or more items

Very often a series is completely clear without it, as in these examples:

*A series of one-word items:*

- The owner will use the proceeds from the principal balance of this note to expand current operations and to fund new business initiatives including **laptop computers, monitors, peripherals, and personal digital assistants.**

*A series of dependent/subordinate clauses:*

- The contract states clearly **that the Buyer shall have 45 days to review the Closing Financial Data, that the Buyer will object to any item or items shown thereon, that the Seller shall provide the Buyer reasonable access to all relevant information required to complete review of the Closing Financial Data, and that the Seller will cooperate with the Buyer with respect to the review of the Closing Financial Data.**

Often, however, a sentence can be misleading—or, at best, difficult to read—if the serial comma is omitted:

- The food at the pot-luck dinner included chicken, okra and tomatoes, mashed potatoes and gravy, macaroni and cheese, greens beans and red rice.
- On the college application, each person was asked to list his or her name, address, sex and roommate preference.

And sometimes a serial comma is wholly inappropriate because we do not have a series of parallel items at all:

- “The woods are lovely, dark and deep.”

Legally, the absence of the serial comma can alter the way a sentence is interpreted:

- Mrs. Duck stated in her will that her assets were to go to her three sons, Huey, Dewey and Louie.
- Mr. Farnsworth named the following heirs in his will: Harriet and Marvin Farnsworth, Suzanne and William Farnsworth, Melanie and Brian Mills, Patricia and Robert Jones and their children.

The serial comma is considered optional but is strongly encouraged by most reputable style manuals. It is never wrong to use the final serial comma if, indeed, the items in the series are parallel in meaning (and, we hope, also parallel grammatically).

## Commas with Nonessential Information:

### Case in Point: *Rogers Communications, Inc. v. Bell Canada* (October 2006)

“This agreement shall be effective from the date it is made and shall continue in force for a period of five (5) years from the date it is made, and thereafter for successive five (5) year terms, unless and until terminated by one year prior notice in writing by either party.”

“The regulator concluded that the second comma meant that the part of the sentence describing the one-year notice for cancellation applied to both the five-year term as well as its renewal. Therefore, the regulator found, the phone company could escape the contract after as little as one year. ‘The meaning of the clause was clear and unambiguous,’ the regulator wrote in a ruling in July.”

Excerpt from <https://www.nytimes.com/2006/10/25/business/worldbusiness/25comma.html?module=inline>.

Arguing against the “rule of the last antecedent” as applied in a different case, Kenneth Adams argues in his seven-page essay titled “Bamboozled by a Comma: The Second Circuit’s Misdiagnosis of Ambiguity in *American International Group, Inc. v. Bank of America Corp.*” that the comma (or lack thereof) does not determine whether the last clause applies to all previous items or only the final one in a list.

The judge had used this example and argument:

“This basketball team has a seven-foot center, a huge power forward, and two large guards, who do spectacular dunks,” differs from the statement, “This basketball team has a seven-foot center, a huge power forward, and two large guards who do spectacular dunks.” The first statement conveys that all four players do spectacular dunks. The latter statement conveys that only the guards do so.

Adams, however, offers these examples to counter the judge’s argument:

[1] She was accompanied by a lawyer and the accountant who was advising her on her tax matters.

[2] She was accompanied by the lawyer and the accountant who were advising her on the revision of her will.

[3] She was accompanied by her father and her sister, who was now seven months pregnant.

[4] She was accompanied by her father and her sister, who were both giving her their full support.

More specifically, note how in [2] the absence of a comma doesn’t preclude wide-scope modification, with the restrictive clause modifying more than the preceding noun. And note how in [3] the presence of a comma doesn’t preclude narrow-scope modification, with the nonrestrictive clause modifying just the preceding noun. Those results are inconsistent with the comma test under the rule of the last antecedent.

From <https://blogs.wsj.com/law/2013/10/08/a-huge-fuss-over-a-little-comma/>

Bottom line: recast the sentence to avoid any possible ambiguity; never rely on punctuation, especially a comma, to do all the work.

## Commas with Nonessential Information: Explanation

1. **Set off relative clauses when they are nonessential.** Such clauses often start with *who*, *whom*, or *which* and occasionally with *where* or *when*. Essential clauses—also called restrictive clauses—should not be set off in commas. They *restrict* the meaning of the noun or pronoun they modify and are thus essential to the meaning of the sentence.

*Note that relative clauses beginning with that should be essential. Otherwise, they should begin with which.*

- People who live in glass houses should not throw stones.
  - Runners who complete the marathon will receive a medal at the awards ceremony.
  - Carol's mother, who lives in Tobago, visited Carol and her family for the holidays.
  - Carol's sister who lives in Tobago traveled with Carol to be with their other sister and her family for the holidays.
  - The courtrooms, which we painted in December, are bright and cheerful.
  - The courtrooms that we painted in December are bright and cheerful.
  - The Warren Report summarizes events that relate to John F. Kennedy's assassination.
  - One of the most controversial documents in American history is the Warren Report, which summarizes events related to John F. Kennedy's assassination.
2. **Set off appositives in commas when they are nonessential.** Be sure that a name or title is, in fact, nonessential before using commas:

- Paris, one of the most oft-visited cities in the world, is home to the Musée D'Orsay.
- Horace, my best friend in nursery school, is now president of a software company.
- My husband, Thomas, works in the freight industry.

*Since by law I can have only one husband, his name is not essential to the meaning of the sentence.*



- Aunt Sally's sister Ella looks more like her than any of her other six sisters.

*Because Aunt Sally has more than one sister, the particular sister's name is essential to the clarity of the sentence.*

- Toni Morrison's novel Beloved explores the horrors of slavery in America.

*Morrison has written a number of novels, so in this sentence the title is essential to the clarity of the sentence.*

- Toni Morrison's 1988 Pulitzer Prize–winning novel, Beloved, explores the horrors of slavery in America.

*Since Morrison has written only one novel that won a Pulitzer Prize in 1988, the title becomes nonessential information.*

---

**Notes**

## MODIFIERS AND MEANING

### **Ambiguous Modifiers: Case in Point: *Lockhart v. U.S.***

“The question presented: how to interpret statutory mandatory minimum sentences for sexual abuse. The result: a 6-2 split, broadly extending the reach of the statute. The cause: a dangling modifier . . . .”

The statute requires a ten-year mandatory minimum sentence for anyone convicted of first-degree sexual abuse who also has a prior conviction ***“relating to aggravated sexual abuse, sexual abuse, or abusive sexual conduct involving a minor or ward.”***

“The problem was the dangling modifier, ‘involving a minor or ward.’ In most spoken and written language, it's understood to apply to all three items in the list. But to grammarians, and most justices, ‘involving a minor or ward’ applied *only* to abusive sexual conduct. Aggravated sexual abuse and sexual abuse did not need to involve a minor to trigger the mandatory minimum, according to the majority.

“In so ruling, the Court invoked the relatively little-known ‘rule of the last antecedent.’ That canon of construction holds that qualifying phrases, where no contrary intention is shown, apply only to the last antecedent. If you ban the importation of ‘fruit, fowl, and cattle from England,’ you’re banning all fruit and fowl imports, but only beef from England. . . .

“Avondale Lockhart pleaded guilty to possessing child pornography in 2011. He had previously been convicted of sexually abusing his adult girlfriend 11 years prior. According to the district court, Second Circuit, and now Supreme Court, that previous non-child abuse triggered the minimum sentence.”

Justices Kagan and Breyer dissented. Kagan wrote, “Imagine a friend told you that she hoped to meet ‘an actor, director, or producer involved with the new *Star Wars* movie.’ You would know immediately that she wanted to meet an actor from the *Star Wars* cast—not an actor in, for example, the latest *Zoolander*. Suppose a real estate agent promised to find a client ‘a house, condo, or apartment in New York.’ Wouldn't the potential buyer be annoyed if the agent sent him information about condos in Maryland or California?

[https://blogs.findlaw.com/supreme\\_court/2016/03/the-supreme-court-comes-to-the-defense-of-the-dangling-modifier.html](https://blogs.findlaw.com/supreme_court/2016/03/the-supreme-court-comes-to-the-defense-of-the-dangling-modifier.html)

## Misplaced and Dangling Modifiers: Explanation

### Misplaced Modifiers

Words or groups of words that describe (modify) other words must be placed as closely as possible to the words they modify. Misplaced modifiers can cause a misreading or can lead to ambiguity.

- Beware of **one-word modifiers**—usually words that limit meaning in some way—such as *only, just, simply, even, almost, barely, and nearly*. To engage in the most precise communication, we want to place these modifiers as close as possible to the words they describe.

**Unclear:** Problems with electronic voting machines nearly caused 4,000 people to wait in line for over five hours to vote.

**Clear:** Technical problems with electronic voting machines caused nearly 4,000 people to wait in line for over five hours to vote.

**Unclear:** My two-year-old child only ate cereal for breakfast.

**Clear:** My two-year-old child ate only cereal for breakfast.

My two-year-old child ate cereal for breakfast only.

Only my two-year-old child ate cereal for breakfast.

The phrases “all are not” and “not all are” express very different meanings, as we see in these two examples:

**Unclear (and illogical!):** All of the jurors are not able to return next week.

**Clear (and logical!):** Not all of the jurors are able to return next week.

- Often writers misplace **present and past participles and participial phrases**.

- Past participles of regular verbs end in *-ed*:

**Unclear:** Presented clearly and logically, the judge was convinced by the arguments.

**Clear:** Presented clearly and logically, the arguments were convincing to the judge.

We ask ourselves, “What was ‘presented clearly and logically’?” The answer is that the arguments were, and since “arguments” is the subject of the main clause, our participial phrase is not misplaced.

- The present participles of all verbs—regular and irregular—end in *-ing*.

**Unclear:** Pacing back and forth in front of the jury, the case was made with great conviction by the attorney.

**Clear:** Pacing back and forth in front of the jury, the attorney made her case with great conviction.

We ask ourselves, “Who was ‘pacing back and forth in front of the jury?’” The answer is that the attorney was, and since “attorney” is the subject of the main clause, our participial phrase is not misplaced.

### Dangling Modifiers

Modifiers are considered to be dangling when the word they modify does not appear in the sentence. The only way to correct dangling modifiers is to add the missing word to the sentence; in such cases, the writer must recast the sentence.

Most commonly, we see dangling participles, dangling gerunds, and dangling infinitives.

Participial phrases must be placed next to the noun or pronoun they modify:

**Unclear:** Walking home from the party, a rain shower came up suddenly.

**Clear:** As we were walking home from the party, a rain shower came up suddenly.

-OR-

**Clear:** Walking home from the party, we were caught in a sudden rain shower.

Gerunds end in *-ing* and often resemble participles, but gerunds function as nouns in a clause:

**Unclear:** By presenting the details of the case carefully, the trial can end more quickly.

**Clear:** By presenting the details of the case carefully, the attorney can enable the trial to end more quickly.

-OR-

**Clear:** If the attorney presents the details of the case carefully, the trial can end more quickly.

Infinitive phrases start with the infinitive: “to” plus a verb and can also dangle:

**Unclear:** To have access to hot meals and shelter, the city must provide programs that are well funded and adequately staffed.

**Clear:** In order for the homeless to have access to hot meals and shelter, the city must provide programs that are well funded and adequately staffed.

## SHIFTING OR MISUNDERSTOOD “RULES”

### 1. A RULE IN TRANSITION: Pronouns Must Always Agree with Their Antecedents in Number

**Indefinite Pronouns:** Pronouns that refer to an undetermined, nonspecific person, place, or thing. When a singular pronoun is in the subject slot of a clause, the verb must also be singular:

***Incorrect:***     Neither of the respondents are liable for the plaintiff’s economic losses.

***Correct:***        Neither of the respondents is liable for plaintiff’s economic losses.  
Everyone is coming to the rally this afternoon at 4:00 P.M.

Subsequent pronouns that refer to indefinite pronouns are ideally singular, but it is best to avoid reinforcing the gender binary whenever possible:

***Incorrect:***     Each of the applicants is asked to submit a writing sample to showcase their communication skills.

***Better:***         Each of the applicants is asked to submit a writing sample to showcase his or her communication skills.

***Best:***            Each of the applicants is asked to submit a writing sample to showcase communication skills.

OR

All of the applicants are asked to submit a writing sample to showcase their communication skills.

## MISUNDERSTOOD RULE 2: Never Split an Infinitive

At times, a split infinitive is less awkward than a sentence that doggedly insists on not splitting the infinitive:

1. The multiple-choice items on the test were determined to adequately assess content-area knowledge. [Here *adequately* splits the infinitive *to assess*.]
2. The multiple-choice items on the test were determined to assess adequately content-area knowledge. [Here *adequately* sounds awkward; *assess* and *content-area knowledge* read more smoothly when they are not separated by *adequately*.]
3. The multiple-choice items on the test were determined adequately to assess content-area knowledge. [We cannot tell if *adequately* modifies *determined* or *assess*.]
4. The multiple-choice items on the test were determined to assess content-area knowledge adequately. [This option is acceptable, although the adverb is not as close to the infinitive as we might prefer.]

Although not considered as problematic today as it once was, a split infinitive can create an awkward construction:

**Awkward:** We plan to as soon as possible schedule additional training seminars for the next fiscal year.

**Better:** We plan to schedule additional training seminars as soon as possible for the next fiscal year.

### MISUNDERSTOOD RULE 3: Never End a Sentence with a Preposition

In some cases a sentence-ending preposition is inappropriate because the preposition has no object:

- Where is my wallet at?
- Where is she at?

We can rewrite both without the unnecessary (and ungrammatical) ending prepositions:

- Where is my wallet?
- Where is she?

Other times, however, the sentence-ending preposition *does* have an object:

- What do you need to go to the store for?
- Which department is he in?

Sentences sound more polished and professional when they don't end in prepositions:

- For what do you need to go to the store?
- In which department is he?

Notice that we didn't drop the prepositions but merely moved them next to their objects. *For* and *in* are grammatical because they have objects; they launch the prepositional phrases "for what" and "in which department."

But such wording sounds formal (and maybe even pretentious) in casual conversation and even in some professional writing contexts. It is probably best to avoid ending sentences with prepositions in high-stakes contexts simply because many readers have a bias against that construction.

On the subject of ending sentences with prepositions, people often refer to an incident attributed (falsely, scholars believe) to Winston Churchill. As the story goes, an editor once asked Churchill to rewrite a sentence because it ended with a preposition. An expert in syntax, Churchill is alleged to have responded, "This is the type of arrant pedantry up with which I shall not put."

Although this awkward sentence does underscore the problem with rigid adherence to any grammar rule, *up* and *with* do not function here as prepositions.

Instead, they are the final word(s) of the **phrasal verb** "to put up with." Verbs that contain adverbs, called "particles," are easy to spot because **the adverb significantly changes the meaning of the verb.**

In Churchill's sentence, for example, the verb "to put up with" means "to tolerate," a very different verb than "to put," which means "to set" or "to place."

Thus, the sentence "Rudeness is a behavior I won't put up with" does not, in fact, end with a preposition at all; instead, the words "up with" are part of the phrasal verb "to put up with."

Here are a few other examples of phrasal verbs. Notice how the meaning of the verbs change when the adverb (particle) is part of the phrasal verb:

- “to get” vs. “to get up” and “get by”
- “to look” vs. “to look up,” “to look out,” and “to look over”
- “to break” vs. “to break down” and “to break in”
- “to check” vs. “to check out” and “to check up on”
- “to run” vs. “to run over” and “to run down”
- “to shake” vs. “to shake up” and “to shake down”
- “to blow” vs. “to blow up,” “to blow over,” “to blow out,” “to blow off,” and “to blow away”

Sentences that end with these phrasal verbs \*appear\* to end with prepositions, but in fact they do not. One test of whether we are dealing with a phrasal verb is whether we can identify a one-word verb that holds the same meaning:

- As long as we continue to have faith, we will get by. (“to get by” = “to survive”)
- This morning I have four proposals to look over. (“to look over” = “to examine”)
- Alice is constantly afraid that her car will break down. (“to break down” = “to malfunction”)
- Ten minutes after the timer is set, the device will blow up. (“to blow up” = “to explode”)

#### **MISUNDERSTOOD RULE 4: Never Start a Sentence with *Because, And, or But***

- Make sure that a *because* clause is followed by an independent clause:

**Fragment:** Because the jury had been selected before noon.

**Acceptable:** Because the jury had been selected before noon, the trial began after lunch.

- Make sure that the words following *and* or *but* at the start of a sentence constitute an independent clause:

**Fragments:** And was overturned by a higher court.  
But took time to examine the evidence.

**Acceptable:** And eventually the ruling was overturned by a higher court.  
But he took time to examine the evidence.



## CONFUSING WORDS

### *affect, effect*

- We use the **verb** *affect* when we mean “to influence,” “to have an *effect* on” and the **verb** *effect* when we mean “to bring about,” “to make happen.”

The new laws are **affecting** the crime rate.

The new president of the college hopes to **effect** major changes in her first year.

- We use the **noun** *effect* when we are referring to what follows a cause and the **noun** *affect* in reference to an individual’s emotional expression.

The new laws are having an **effect** on the crime rate.

People who are depressed often have a blank **affect**.

### *alternative, options*

- Strictly speaking, when we use the word *alternative*, we should be referring to a one of two options. We can have many *options*, however.

The only reasonable *alternative* to a jail sentence in this case is a hefty fine.

The house we purchased was one of many *options* available to us.

### *assure, ensure, and insure*

- We use the verb *assure* when we mean “to make *someone* feel certain of something,” “to convince *someone*.” It is, in essence, the same word as *reassure*, which means “to assure once again.”

The High Court of Trinidad and Tobago **assures citizens** of this country that new sentencing guidelines will be implemented.

- We use the verb *ensure* when we mean “to guarantee,” “to make something sure or certain” and the verb *insure* when we mean “to provide or obtain insurance on or for,” as with insurance policies.

A committee met during the summer of 2016 to **ensure [not “assure”] that convicted criminals were being treated uniformly.**

The Compliance Commission conducts activities related to allocating resources to eligible recipients, monitoring program effectiveness, and **ensuring [not “assuring”] compliance** with all applicable laws.

The house is **insured** for \$250,000.

### *bad, badly*

- The word **bad** is an adjective and often provides a complement after a linking verb, modifying the subject (a noun/pronoun).
- The word **badly** is an adverb and modifies an action.

We felt (linking verb) **bad** about his accident because he he was hurt (action verb) **badly**.

### *center in/on, center around*

- We can say *center in* or *center on* because *to center* means “to gather at a point.”
- It is illogical to say “centers around” because one is either gathering at a point—*centering*—or is *revolving around* a point but not both at once.

The case **centered on** whether or not a post-list modifying phrase is expected to apply to all items in the list.

### *e.g., i.e.*

- The abbreviation *i.e.* stands for *id est* and means *that is* or *in other words*.

Use a comma to enclose (*i.e.*, both before and after) the year in a month-day-year sequence.

- The abbreviation *e.g.* stands for *exempli gratia* and means *for example* (literally, *free example*).

The general rule is that if a number can be expressed in three words or fewer, it should be written out (*e.g.*, “two hundred seventy”).

### *farther, further*

We use the adverb **farther** when we are referring to physical distance, such as that which can be measured with a ruler or an odometer. We use the adverb **further** when we are referring to the degree or extent of something.

Sally’s house is **farther from the school** than Billy’s.  
The subject needs **no further discussion**.

*include* (vs. the verb *to be*)

- We use the verb *include* if we are speaking of the individual parts that constitute the whole of one or more things, *only some of which we are naming—that is, our list is not exhaustive*.
- We use the appropriate form of the verb *to be* (e.g., *is/are, was/were, will be, has/have been*) if we are speaking of the individual parts that constitute the whole of one or more things, *all of which we are naming—that is, our list is exhaustive*.

Consider these two sentences, for example:

The crucial **elements of the proposal include** the statement explaining the purpose of the project and the breakdown of the specific ways in which the funds are to be spent.

The crucial **elements of the proposal are** a statement of the purpose of the project and a description of the specific ways in which the funds are to be spent.

In the first of the two statements above, the point made by the verb *include* is that the proposal has *many* “crucial elements” and that these two specific ones are *examples* of those numerous elements. In the second statement above, the point made by the verb *are* is that the proposal has exactly *two* “crucial elements” and that they are the ones described here.

*less, fewer*

- We use *less* when we are referring to a single thing expressed by a singular noun or a single *amount* expressed by a plural noun.

Council meetings usually take **less than an hour**, although longer meetings may be held if any kind of crisis arises.

The council agreed that the decision should be made in **less than forty-eight hours**.

**Eight gallons is less** than is needed to fill the fish tank in the judge’s chambers.

- We use *fewer* when we are referring to a number of individual things expressed by a plural noun.

**Incorrect:** Districts having **less than five jurisdictions** may submit a joint application.

**Correct:** Districts having **fewer than five jurisdictions** may submit a joint application.

**Incorrect:** Vehicles certified by the manufacturer to transport **less than eleven passengers** may be used.

**Correct:** Vehicles certified by the manufacturer to transport **fewer than eleven passengers** may be used.

### *lie, lay*

- We use the verb **lay** when we are referring to the action of putting or placing something somewhere.

“To lay” is a transitive verb—that is, it expresses an action that we *do to* something. Therefore, in a sentence this verb must either (a) be followed by a direct object or (b) be used in the passive voice. In either case, something in the sentence is being put or placed.

- The **committee lays the responsibility** for this situation directly at the feet of the chairman.
- The committed **has laid the responsibility** for this situation directly at the feet of the chairman.

- We use the verb **lie** when we mean “reclining,” “assuming or being at rest in a horizontal position,” or “occupying a certain place or position.”

“To lie” is an intransitive verb—that is, it does not express any kind of action that we can *do to* anything. Therefore, this verb will not be followed by a direct object in a sentence.

- This question should guide the entire educational system, for the **interests** of the students and society as a whole **lie at its heart**.
- The lone survivor of the forest fire used a technique that was unfamiliar to the others: he had deliberately set fire to an area and then **had lain down in the spot** he had burned.

Here is a chart of both verbs:

Meaning	Present Tense Form	Past Tense Form	Past Participle	Present Participle
<i>to put or place an object (always has a direct object, so transitive)</i>	lay	laid	laid	laying
<i>to recline (action but NO direct object, so intransitive)</i>	lie	lay	lain	lying

## **Who, whom**

*Who* and *whoever* are always subjects or subject complements; *whom* and *whomever* are always objects.

- **Who** is at the door?  
(*subject of the main—and only—clause*)
- We will give the money to the person [**who** needs it most].  
(*subject of the relative clause describing person*)
- No one knows [**who** you are].  
(*subject of the noun clause; the entire clause is the direct object of the verb knows, but the word who is the predicate nominative of the linking verb are*)
- We will be kind to [**whoever** knocks on our door for help].  
(*subject of the noun clause; the entire clause is the object of the preposition to, but the word whoever is the subject, not the object, of the verb knocks*)
- **Whom** are you calling?  
(*object of the action verb are calling*)
- [**Whomever** we elect for president] will be in office for four years.  
(*object of the noun clause; the entire clause is the subject of the verb will be, but the word whomever is the object of the verb elect in its own clause*)
- We filed a complaint against the contractor [**whom** we hired last month].  
(*object of the relative clause; the entire clause modifies contractor, but the word whom is the object of the verb hired in its own clause*)

### **Four-step trick for choosing the correct pronoun:**

Step 1: Isolate the clause containing the **who(ever)** or **whom(ever)**. (Note that some sentences consist of only one clause.)

Step 2: Ignore the part of the sentence that is NOT in the isolated clause.

Step 3: In place of the word **who(ever)** or **whom(ever)**, plug in the words **he** or **him** and see which one sounds better.

Step 4: If **he** sounds better, then choose **who(ever)**. If **him** sounds better, then choose **whom(ever)**. Remember that the **m** words (**him** and **whom**—or **them** if it's plural) go together.

Notice what happens if we skip step 2:

- We will be kind to **whoever** knocks on our door for help.

If we say "we will be kind to **him**" instead of "**he** knocks on our door for help," we will incorrectly choose **whomever** instead of **whoever**.

*Following the four-step process above, fill in the blanks below with the appropriate pronoun who, whom, whoever, or whomever.*

1. She was asked to keep track of \_\_\_\_\_ came in late to work each day.
2. \_\_\_\_\_ should I say is calling?
3. \_\_\_\_\_ finishes the project first can leave work early.
4. \_\_\_\_\_ she selects as project manager will have to work many long nights.
5. We are pleased with the person \_\_\_\_\_ she has chosen to be the office manager.
6. Citizens must vote for \_\_\_\_\_ they think will do the best job in office.

\* \* \* \* \*

**To learn more:**

- Visit Get It Write for free access to an online **archive** containing dozens of articles on English grammar, mechanics, or usage issue:

<https://getitwriteonline.com/articles-archive/>

- Subscribe to receive a free **weekly email** containing a link to one short, focused grammar, mechanics, or usage topic:

<https://getitwriteonline.com/subscribe/>

