

Bloomberg Law

Summer Associate Writing Tips (Don't Believe Everything You Learned in Law School)

*Contributed by
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Congratulations! You are one of the fortunate few. You were able to get a law firm job this summer. Now you need to show your firm that you deserve an end-of-summer job offer.

Most of your summer will be spent on research and writing assignments. As you prepare for your summer, be aware that some of the rules you learned in your legal writing class may not help you this summer. They might even hurt you.

Here are some rules that can help:

- Keep your writing as concise as possible
- Focus on your reader and purpose
- Get to the point
- Answer the question
- Proofread carefully

Keep your writing as concise as possible

Think about a typical law school (or college) assignment you've received: "Write a 5-page paper on . . ." It's midnight, your paper is due in 8 hours, and you only have 3 pages written. What do you do?

First, of course, you increase the margins and change the font. That brings you to 3 1/2 pages. Then you add fillers: Block quotations, legislative history (when history isn't necessary), long string citations, and the like.

For many school writing assignments, the number of pages written is important. But your law firm supervisor—let's call him or her the partner—isn't interested in quantity. No one will ask you for a 10-page memo on the ramifications of a new statute. What the partner wants is an answer to a question. That's what the client wants too. If the answer requires only 4 pages, that's fine. No need to add filler.

Rather than page requirements, in many cases you will be given page limits: "This client letter should be no longer than two pages; the client won't read anything longer." Or "your section of the brief should be no longer than 5 pages."

Conciseness is an important part of effective writing.

Focus on your reader and purpose

This summer, your first reader is the lawyer who gives you the assignment. There may be other readers as well: the client, other members of the team, members of the recruitment committee. To the extent possible, find out if the assigning lawyer has any writing preferences or quirks that you should know about. If he or she doesn't tell you directly, ask an associate who works on the team or ask the secretary or legal assistant.

When you get an assignment, ask about other expected readers: Is this memo going to the client? To others? How much do these other readers know about the subject? How much do they want to know? How much do they need to know? Are they lawyers?

If you are writing a memo, the purpose is clear: You are writing to inform. The partner needs an answer to a question. Or an analysis

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of the law so that the partner can advise the client regarding a proposed settlement. Or information to help determine how to respond to a letter from opposing counsel. Remember, this is not a classroom assignment. The purpose of the memo is practical. The partner isn't interested in a scholarly law review article or an abstract discussion of the law.

How detailed should your memo be? Does the partner want a brief overview or an exhaustive review? A brief discussion of each of the relevant cases or a detailed analysis? Ask these questions when you get the assignment.

You'll need to know more about your assignment. Some of the questions you might want to ask are set out in "Summer Associates: The 5 Biggest Writing Mistakes". You can download this article at LawWriting.com/resources.htm.

Get to the point

Your reader—partner or client—is overloaded. Too much to read and not enough time. Make your writing easy to read and get right to the point.

In law school, many of us learned how to structure a memo. We learned IRAC (issue, rule, application, conclusion) or a variation of it. But your law firm reader is not interested in IRAC. He or she may not even remember learning the IRAC rule. If you submit a memo with an IRAC structure, the partner is likely to glance at the Issue and then turn the pages until he or she gets to the Conclusion. That's how the memo will be read.

Put the Conclusion where the partner needs it: Right after your statement of the Issue.

And make sure your statement of the memo's issue is readable. Some of us learned rules in law school that can make the statement of the issue hard to read (and hard to write, too).

The first of these law school rules is "The statement of the issue must be stated in one sentence." This rule may have made sense in law school, but it makes no sense in the law firm environment. If it takes two (or three) sentences to state the issue, that's fine.

The second of these rules is "The statement of the issue must start with the word 'Whether'". Again, this rule may have made sense in law school. It makes no sense in a law firm because it can result in sentences that are hard to write and hard for the reader to decipher.

The result of following both of these rules can be a sentence like this one:

Whether a developer can state a cause of action for intentional or negligent interference with prospective business advantage against the lender financing the developer's project where an employee of the lender makes disparaging comments regarding the developer's

project, which are overheard by a prospective investor in the project, who is deterred from investing because of the disparaging comments.

Hard to get through, isn't it? To make your writing effective, it should be as easy to read as possible. How can you make this Issue statement easier to read?

Start by breaking the sentence into shorter sentences. You can set out the facts first, in chronological order:

An employee of a lender financing a developer's project made disparaging comments regarding the developer's project. A prospective investor in the project overheard those comments. The prospective investor was deterred from investing because of the disparaging comments.

Then set out the question (and drop the "Whether"):

Given these facts, can the developer state a cause of action against the lender for intentional or negligent interference with prospective business advantage?

The result: A much more readable statement of the issue.

For some assignments, there is no issue you can set out. If you are asked to summarize a proposed regulation, for example, start instead with a statement:

You asked me to summarize the proposed ABC regulation...

That gives the reader the context right immediately. Then consider putting an Executive Summary next. That way you can set out the most relevant information up front before you go into all the details of the proposed regulation.

Answer the question

You've read the cases, but you can't find an answer to the question you were asked to research. You still need to write the memo and come up with an answer.

If there is no law on the issue, state that up front. Then indicate what you believe the court is likely to decide—and why.

If the case law is divided, spell out the differences in the cases and then come up with a conclusion. "The court is likely to hold that . . ." Back up your conclusion with solid reasoning. And set out the likely arguments on the other side. Give your reader as much information as possible to help the reader take the next step.

Proofread carefully

Demonstrate attention to detail. Make sure that everything you submit is free from error. That means no typos, no grammatical mistakes, no punctuation mistakes, and no citation mistakes.

If you sometimes confuse “principal” and “principle” or “affect” and “effect”, check carefully every time you use those words. Mistakes in the use of these (and other) problem word pairs are common, but they will leave your reader with a negative impression of your writing ability.

It’s not enough to use spell check. When a “not” becomes “now”, spell check won’t help. That kind of error could be a simple typo, or it could change the meaning of your sentence. You need to go beyond spell check and proofread every sentence.

Print out your document and proofread on paper. You’ll be much more likely to catch the typos that spell check won’t catch.

Even if you’ve been asked to submit a “quick and dirty” draft, try to submit work that is error-free. You want the assigning lawyers to know that they can rely on you. It’s not their job to find and correct your typos before sending out a document.

Marilyn Bush LeLeiko conducts CLE workshops and one-on-one coaching in writing skills at law firms, corporate legal departments, and government law offices throughout the country. During the summer, she conducts workshops for summer associates. Marilyn also conducts Effective Email programs for accountants, lawyers, law office managers, and staff. To learn more, visit LawWriting.com. Learn more on Marilyn’s [LinkedIn Profile](#) and follow her on [Twitter](#).

You can download two of Marilyn’s articles – “Summer Associates: The 5 Biggest Writing Mistakes” and “Before Hitting ‘SEND’: Ten Tips for More Effective Email” – at LawWriting.com/resources.htm.

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