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Beyond the Basics: Typographic Symbols in Writing

Tenielle Fordyce-Ruff

Last week my students finished their major assignment for the spring semester. As we were working on proofing and editing, one student asked me when to use § and when to use “section.” I quickly explained the rules, but I’m so used to the legal writing conventions about § that I was almost shocked by the question.

Later it dawned on me that other writers might also be confused about when or how to use typographic symbols in their writing. So this month’s column will cover general advice about using symbols, as well as specific advice about using common symbols.

General advice

Writers use typographic symbols to help the reader instantly recognize what information she is conveying. Compare these sentences:

Legal writers use some symbols almost ninety-nine percent more than any other type of writer.

Legal writers use some symbols almost 99% more than any other type of writer.¹

Indeed, the use of an unfamiliar symbol would only serve to confuse the reader. For instance, I saw this symbol in my Word program, ¶, but I have no idea what it means or how to use it. Seeing it in a brief would confuse and frustrate me. So unless you know a reader will instantly recognize a symbol, don’t use that symbol. Conversely, if you know the use of a common symbol will help convey your meaning more easily, please use it.

Of course, never use a symbol to begin a sentence!

¶ 17 of the contract provided for liquidated damages.



This just looks odd and would jar the reader (as well as violate grammar rules). Instead, write out the word the symbol stands for.

Paragraph 17 of the contract provided for liquidated damages.

Section and paragraph symbols: § and ¶

These symbols appear so frequently in legal writing that legal readers instantly recognize them. They are so recognizable, in fact, that their use facilitates understanding at least as much as the written version. Nonetheless, there are a few rules to follow when using § and ¶.

First, always use a hard space between the symbol and the number that follows it.

The student alleged the charter school was a state actor pursuant to § 1983.

Pay particular attention to ¶ 17 of the contract.

Second, double the symbol to pluralize it.

The Americans with Disabilities Act addresses public accommodations in §§ 12181-12189.

If you know the use of a common symbol will help convey your meaning more easily, please use it.

The opinion dealt with retaliation in ¶¶ 45-56.

Note, however, that the double-creates-a-plural doesn’t apply to subsections. Instead, use a single § to refer to multiple subsections within one section.

The ADA defines public accommodations in § 12181(7)(a)-(l).

Other symbols used with numbers: \$, ¢, °, and %

Like § and ¶, the symbols for dollar, cents, degree, and percentage are at least as easily understood than their written counterparts. So to aid the reader's comprehension, use the symbols in text. Do not, though, use a space between these symbols and the numbers.

I spent over \$800 for a new paddleboard.

I paid 99¢ for ice water.

It was a 90° day.

I was able to play on only about 50% of the sunny days.

There are a few exceptions to this preference for symbols. First, if the number begins the sentence or should be written out, also write out the word the symbol stands for.

Eight hundred dollars was a great price for the paddleboard.

Ninety-nine cents was too much to pay for water.

Ninety degrees seemed hot after a week of rainy spring days.

One hundred percent of my family loves water sports.

Second, if the number is used imprecisely, write it and the word the symbol stands for out.

Seventy-degree weather isn't uncommon in May.

Finally, if you're writing about a range, repeat the symbol.

Paddleboards range \$400 to \$1200.

Kayak sales increase 25%—30% after the first hot day in the spring.

Trademark and copyright symbols: ™, ®, and ©

Protected marks do not have to be identified with an intellectual-property symbol every time the mark is reproduced.

These symbols are becoming more common, but they still have very specific uses in formal writing. Indeed, the @ should be used only in email addresses.

Google Docs™ is a useful, web-based processing program.

Instead, capitalize the trademarked word without using a symbol.

Google Doodles have become popular.

Also, the copyright symbol, ©, should not appear in text. Instead, use it only in the copyright notice line.

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Other common symbols: @ and &

These symbols are becoming more common, but they still have very specific uses in formal writing. Indeed, the @ should be used only in email addresses.

You can reach me at tfordyce@cu-portland.edu.

Likewise, & should not be used in text unless referring to a business name that uses the symbol.

*Johnson & Johnson
Sears, Roebuck and Co.*

Conclusion

I hope this month's column didn't make you go #*%&#! That is, of course, the final use of symbols that you should avoid in legal writing.

Source

- Bryan A. Garner, *The Redbook: A Manual on Legal Style* § 6 (2d ed. 2006).

Endnotes

1. I made this statistic up, but I've never seen a § or a ¶ in fiction, a newspaper, or a magazine, so it seems true!
2. <https://www.google.com/permissions/trademark/our-trademarks.html>, last visited Mar. 22, 2016.

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