

Q. Attorney Kevin O’Grady, who sent this illustration of confusing grammar, wrote, “It dismays me to see in our only print newspaper many simple grammatical errors that cause confusion about the meaning.” He sent as an illustration the following from a news article: “Kahoolawe was a place where native Hawaiians were instructed in navigation by stars, currents, wind and birds to make long ocean voyages on sailing canoes.”

A. Attorney O’Grady suggested that his alternative construction would be clearer—and he was right. His suggestion: “Kahoolawe was a place where native Hawaiians learned how to navigate by using information from the position of the stars, ocean currents, wind direction, and bird migration patterns.”

The problem of the newspaper journalist was that he had misplaced the modifier. In his version Attorney O’Grady corrected that error by using the active verb *learned* instead of the passive verb phrase *were instructed*. With those changes, the reader could understand that Hawaiians learned to navigate by the position of natural forces (“stars, ocean currents, wind direction, and bird-migration patterns”).

That grammatical error, which I call “misplaced modifiers,” is rife among journalists. The closer the deadline for their news article, the more likely there will be a misplaced modifier. And misplaced modifiers have always been around. Benjamin Franklin intentionally used a misplaced modifier for humor in a sentence in “Poor Richard’s Almanac”: “No man should take him a wife until he has a house and a fire to put her in.”

But misplaced modifiers are usually unintentional, and there are several ways to avoid them. Sometimes the correction involves moving only one word, as in these illustrations taken from news headlines and law school students’ examinations. (In each sentence the misplaced modifier is italicized):

- “The plaintiff was *probably* killed by the defendant’s negligence.” (Was

the plaintiff killed or not?)

- “Tutor needed by law student *proficient* in verbal skills.” (If he is proficient, why does he need a tutor?)
- “Since no one was injured by the delay, the doctrine of laches was not *properly* invoked.” (The writer meant that the doctrine was properly not invoked.)
- “The defendant told the plaintiff to leave his property and *only* grabbed plaintiff’s arm after plaintiff refused.” (For the intended meaning, move *only* to “after plaintiff refused.”)

Sometimes an entire phrase must be moved next to the word it modifies in order to clarify the meaning:

- “The robber entered a fast-food restaurant about 9:00 PM and threatened a woman standing at the register *with a small-caliber handgun*.” (Place the italicized phrase immediately after “9:00 PM.”)
- “The Dartmouth College exhibition consists of nearly 90 works by American photographers *executed between 1850 and 1980*.” (Move italicized phrase to follow “90 works.”)
- From a Hilton International Trinidad Hotel advertisement: “The only hotel with tennis courts, a health club and *a TV in every room*.” (Must be large rooms.) (Move the italicized phrase so that it follows the word “with.”)
- From a letter to the editor: “My thanks to the good Samaritan who helped me to the hospital after *breaking my leg* last Sunday.” (Change the italicized language to “I broke my leg.”)

And sometimes modifiers “squint.”

Squinting modifiers are positioned so that they may be understood to apply to language that occurs either before or after the modifier:

- “The trial that was postponed twice *apparently* will be held next month.” (The adverb *apparently* squints. Was it “apparently postponed twice” or will it “apparently be held next month?”)
- “The attorney agreed *eventually* to aid the plaintiff in his suit.” (Did the attorney *eventually* agree or did he agree to help him *eventually*?)
- “While swimming out to save the drowning victim, an alligator attacked and severely wounded him.” (The personal pronoun *him* squints because it is so far away from either referent that it could apply to either the victim or the rescuer.)

Squinting and other misplaced modifiers sometimes go to court. In *Rogers v. Lumberman Casualty Co.*, before having an appendectomy, the patient signed this consent form:

I hereby authorize the physician in charge to administer such treatment and the surgeon to have administered such anesthetics as found necessary to perform this operation which is advisable in the treatment.

During the appendectomy, the surgeon mistakenly removed the patient’s reproductive organs. The patient sued. Stating that “the consent form was so ambiguous as to be worthless,” the court then held that the words following “which” modified the word “operation”—although the drafters of the consent form had intended the words to modify “treatment.” **TFL**

Gertrude Block, lecturer emerita at the University of Florida College of Law, can be reached at block@law.ufl.edu or by snail-mail: Gertrude Block, Lecturer Emerita, Emerson Hall, University of Florida, Gainesville, FL 32611.