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Follow *Blue Book* Style; It's Not That Hard

Add another skill to your résumé as a writer

By Kenneth F. Oettle

After years of struggling to see the forest for the trees, I have been less than excited about dealing with the tiniest of the trees — the *Blue Book* rules. In fact, for a long while, I had an aversion to the rules because they seemed to demand so much attention for so little rhetorical gain and because *Blue Book* style varies in several arbitrary though relatively insignificant ways from the style followed by the New Jersey courts. I resented having to sweat the details.

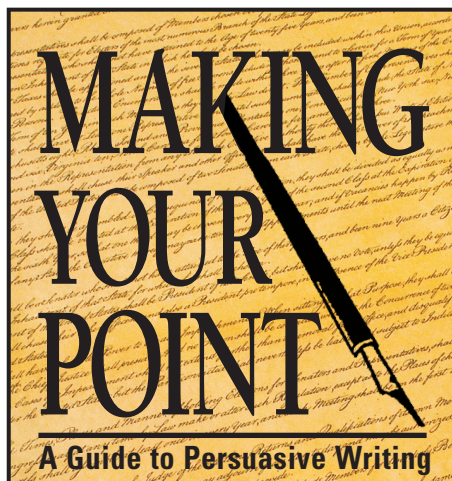
Recently, I made my peace with *Blue Book* style, my rite of passage eased by former law review editors who showed me how second-nature the Rules can become, once learned.

The rule that triggered this column is the “consecutive capital” rule for citational spacing. I was gratified to learn after years of citing the Federal Reporters that I had correctly been omitting space between “F.” and “2d” in “Federal Second”:

F.2d

The *Blue Book* dictates that space be omitted between adjacent single capital letters, as in “D.N.J.” Individual numbers (actually, number-letter combinations), such as “2d” in F.2d or in N.Y.2d, are treated

as single capitals, which means that no space is inserted, for example, between the Y. and the 2d in “N.Y.2d.”



This is contrasted with the abbreviation for “Southern Second” (So. 2d), which includes a space between the “2d” and the period after the little “o.” A space is inserted because the little o is not a capital letter.

An exception is made to the consecutive capital rule when the second part of the abbreviation is longer than one letter (e.g., “Supp.” or “Conn.”), as in:

F. Supp.

D. Conn.

Brief writers often fail to leave a space between F. and Supp.

Redundant Periods?

An arcane but interesting *Blue Book* rule directs that a full sentence quoted in a parenthetical receive a period inside the parenthetical, to end the enclosed sentence, even though the period outside the parenthetical ends the overall sentence, which includes the parenthetical. For example:

The court similarly so held in *Smith v. Jones*, 555 N.J. 1021 (“We see no reason to vary from the general rule governing the doctrine of anticipatory breach.”).

In the above example, the sentence quoted within parentheses ends with a period, and the overall sentence ends with a period as well. I used to omit the period within the parenthetical, figuring that the period after the concluding parenthesis would do double duty, terminating both the sentence within the parenthetical and the overall sentence.

That doesn’t make complete sense, when you think about it, because the concluding quotation mark inside the parentheses isn’t sentence-ending punctuation. The message sent by that quotation mark is that the material just presented was taken verbatim from another source. The rule that a full sentence within a parenthetical should be terminated by a period evidently considers the message sent by that period helpful enough to justify the apparent redundancy of the second period.

The author is a partner and co-chair of the writing and mentor programs at Sills Cummis Epstein & Gross. He invites questions and suggestions for future columns to koettle@sillscummis.com. “Making Your Point” appears every other week.

Ellipses

Another arcane and frequently breached convention is the spacing for an ellipsis — the series of three periods that indicates an omission from the text. The ellipsis should include spaces between the end of the text and the first period, between the periods, and before the first word after the last period in the series. In other words, you don't hit the period key on your keyboard three consecutive times. To create an ellipsis, you hit space, period, space, period, space, period, space. "Space" is the watchword for ellipses, as in the following quotation:

Foreseeability . . . is important but not dispositive.

When omitting language at the end of a quoted sentence, the ellipsis goes between the last word quoted and the final punctuation of the sentence quoted:

The latter standard requires a more obvious and manifest breach of duty by a public entity and imposes a more onerous burden of proof [omitting the concluding phrase "on the plaintiff"].

Some lawyers ask whether the effort needed to comply with the *Blue Book* rules is worth it. They figure that judges look more to the substance than the form, and that as long as a writer doesn't misspell words and overlook obvious typographical errors, like inadvertent duplications or omissions, the writer should be fine.

As a general rule, I agree. Judges largely keep their eye on the mark, which is to do justice. They look to the merits, and as long as you don't insult them by being messy, which manifests disrespect, you should be all right.

That said, some judges are *Blue Book* trained, and of those, some are *Blue Book* snobs. They get irritated when people breach *Blue Book* form. I don't think many judges fall into this category, but some do.

Blue Book style is not hard to learn, even if you have to overcome an innate aversion to regimentation. Take it from one who strayed. Once you learn the drill, it stays with you.

And learning the rules may have collateral benefits. You can garner a psychic boost from knowing that you know these special rules, and you may become known within the firm as someone who can conform a brief to *Blue Book* style. This is a nice addition to your résumé. It makes you more useful, and it may suggest that you served on a law review even if you didn't.

One of our associates who was the managing editor of his law review says that he can't get the *Blue Book* rules out of his head. For hours on end, all he did was make *Blue Book* corrections to law review articles. He even attended a seminar on how to get the *Blue Book* changes right. I admit to thinking, "better him than me," but I am grateful for his knowledge of the rules, which helped ease my way back into the fold.

Puzzler

Assuming that a proposal responding to a town's request for proposals

(RFP) for a bridge repair project must conform in all material respects to the specifications in the RFP, how would you tighten and sharpen the following sentence?

The bidder's response did not fail to conform to the RFP in any material way that required the town to reject the proposal.

Given that a material deviation from the specifications in an RFP requires a public entity to reject a proposal, the "that" clause in the above sentence is misleading. It incorrectly suggests that some material deviations may not require rejection, which makes the writer look ignorant of the law and slick.

Also, as a matter of precision, the bidder's response didn't conform "to the RFP," which contains more than just specifications. It conformed to the specifications in the RFP.

Generally, be affirmative rather than negative. Say, "The bidder's response conformed" to the specifications rather than "The bidder's response did not fail to conform" to the specifications. It's more assertive and easier to understand. Reluctantly, I add "in all material respects" to the end of the revised version even though it suggests nonconformity, weakening the assertion. Apparently, the response in this case included one or more non-material deviations from the specifications.

The revised version:

The bidder's response conformed to the specifications in the RFP in all material respects. ■