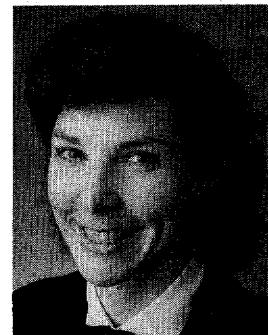


The Scrivener: Modern Legal Writing



Quotations Part II: Block Quotes



by *K.K. DuVivier*

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The previous column¹ addressed the tendency of legal readers to skip or skim long quotations. To be sure impatient readers do not miss critical points, legal writers can reduce quotations to key words and incorporate those few words closely into the analysis.

Sometimes blocked or indented quotations are helpful. Your readers may be especially skeptical and need context. Long quoted material may be particularly eloquent and central to your point. Language from an authority may be so well stated that your readers will appreciate the pleasant interlude it provides. In such situations, you may want to use a block quotation if space permits.

Many writers introduce block quotations with a citation to the source of the quote, as in the following example.

Neutral lead-in: Paragraph 10 of the Mining Lease provides as follows:

If Lessor breaches any obligation arising under this Mining Lease, Lessor shall be in default. "Obligation" shall be construed so as to include

- 1) *nonpayment of the annual fee or*
- 2) *nonpayment of production royalties.*

Use the convention of a citation as a lead-in only if you intend to place emphasis on the *citation* for future reference. Otherwise it is better to relegate the citation to the end of the quotation.

In persuasive writing, a substantive lead-in sentence is an excellent opportunity for preliminary advocacy. If the point you wish to emphasize is only in the block quote, the skimming readers may miss it. The lead-in gives you a persuasive advantage; you may stress your point twice without being tedious—once in the lead-in and once in the quote. Use the lead-in to summarize your reason for including the quo-

otation. If your readers skim, this lead-in may be the only statement of the point they read.

Because language in a statute, case or contract may be subject to differing interpretations, you can use the lead-in to persuade your readers to interpret the quoted language in your favor. Note how these two hypothetical introductions differ:

Lead-in for the Lessor—The Mining Lease expressly identifies only two grounds for breach. Both grounds for breach involve only the nonpayment of fees:

If Lessor breaches any obligation arising under this Mining Lease, Lessor shall be in default. "Obligation" shall be construed so as to include

- 1) *nonpayment of the annual fee or*
- 2) *nonpayment of production royalties.*

Mining Lease ¶ 10. This language shows that the parties intended that nonpayment of fees be the exclusive grounds for breach.

Lead-in for the Lessee—No provision in the Mining Lease expressly limits Lessor's obligations to Lessee. Indeed, the only provision addressing Lessor's breach for "any obligation" selects for illustration the two strongest grounds:

If Lessor breaches any obligation arising under this Mining Lease, Lessor shall be in default. "Obligation" shall be construed so as to include

- 1) *nonpayment of the annual fee or*
- 2) *nonpayment of production royalties.*

Mining Lease ¶ 10. Although the Lessor contends that this list is exclusive. . . .²

The *Bluebook* mandates that quotations of fifty or more words be indented and that shorter quotations be incorporated into the text.³ However, there are obvious visual benefits to placing shorter passages in an indented block. If you

DO YOU HAVE QUESTIONS ABOUT LEGAL WRITING?

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have a quotation that runs more than three lines, sometimes you may want to set it off in a block, even if it contains fewer than fifty words. Also, if you have an exceptionally long or complex quote, it may help your readers to break the quotation into parts and provide a substantive introduction before each portion.

Quotations can be a frequent source of distracting punctuation errors. Here are illustrations of a few of the most problematic *Bluebook* quotation rules:

- 1) The *Bluebook* states that "[s]ubstituted words or letters and other inserted material should . . . be bracketed."⁴
- 2) Use four periods to indicate the "[o]mission of language at the end of a quoted sentence. . . ."⁵
- 3) You "should never [use an ellipsis] to begin a quotation," and you do not need one at the end if the "quoted language [is being used] as a phrase or clause," rather than a full sentence.⁶
- 4) If you omit a footnote or citation, do not insert an ellipsis. Simply indicate the omission "with the parenthetical phrase '(footnote omitted)' or '(citation omitted).'"⁷

Although legal analysis is founded on the words of others, "quoted words from authority are not magical incantations."⁸ Instead, we must emphasize how we intend the reader to interpret the ideas behind the words. The way we present those words must not detract from our message.

NOTES

1. DuVivier, "Quotations Part I: Fundamentals," 22 *The Colorado Lawyer* 1439 (July 1993).
2. For more discussion on these techniques and different examples, see generally Calleros, *Legal Method and Writing* (Boston, Ma.: Little, Brown, 1990) at 238-39.
3. The Harvard Law Review Association, *A Uniform System of Citation* 43-44, Rule 5.1 (Cambridge, Gannett House, 15th ed., 1991) ("*Bluebook*").
4. *Bluebook* at 43-44, Rule 5.2.
5. *Bluebook* at 45, Rule 5.3(b)(iv).
6. *Bluebook* at 44-45, Rule 5.3 & 5.3(a).
7. *Bluebook* at 44, Rule 5.3.
8. Neumann, *Legal Reasoning and Legal Writing* (Boston, Ma.: Little, Brown, 1990) at 233.

Colorado Attorneys Receive TLPJ Award

Four Colorado attorneys were among those receiving the 1993 Trial Lawyer of the Year Award, presented by Trial Lawyers for Public Justice ("TLPJ"). This national award is bestowed annually on the trial lawyer or lawyers who have made the greatest contribution to the public interest by trying or settling a precedent-setting case.

Three of the Colorado attorneys honored—Macon Cowles of Boulder, Kevin Hannon of Denver and Mary Kane of Denver—were part of the team of lawyers who represented the Denver community of Globeville in *Escamilla v. Asarco*. Attorney Leland Anderson of Denver shared the honor for his work on the Berthoud Pass Bus Case.

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