

PUNCTUATION PRIMER

Jessup

When to use brackets:

- 1) When you want to insert your own words into a text in place of the author's.
- **Original text:** “The rules of the Patent and Trademark Office clearly prohibit releasing this information under 5 U.S.C. Sec. 552.”
- **Your changes:** “The [PTO rules] clearly prohibit releasing this information under 5 U.S.C. Sec. 552 [the Freedom of Information Act].”

When to use brackets:

- 2) When you start the quote at a different place than the author did.
- **Original text:** “Under United States law, an invention may not receive a United States patent if the invention was ‘patented’ anywhere in the world more than one year before the filing of an application for a United States patent.”
- **New start:** “[A]n invention may not receive a United States patent if the invention was ‘patented’ anywhere in the world more than one year before the filing of an application for a United States patent.”

When to use brackets [STOP! BLOCK QUOTES!—see book Pt2-page 9]:

- 2) When you start the quote at a different place than the author did.
- **Original text:** Under United States law, an invention may not receive a United States patent if the invention was patented anywhere in the world more than one year before the filing of an application for a United States patent. Therefore, inventions described in Russian patents or Soviet inventor's certificates more than one year old are ineligible for United States patents.

When to use brackets:

- 3) When there is a misspelling in the text.
- “Therefore, inventions described in Russian patents or Soviet inventor’s [sic] certificates more than one year old are ineligible for the United States patents.”
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When to use ellipses, p. 17

- To adjust a quote or delete information that you don't need to make your point. BE CAREFUL not to delete too much!
- In a recent case, however, one party argued that violation of Russian technical data export controls invalidated an assignment of rights in an invention. Scientists at a Russian firm invented a substitute for Halon, an allegedly toxic fire extinguishing chemical. This firm did not sell the substitute in the United States. The foreign licensee, now involved in litigation in the United States, then licensed the substitute in the United States, each claiming that the other's license was invalid.