

Author Guidelines

Thank you for your interest in writing for *The Advocate*, the magazine published by the Idaho State Bar. *The Advocate* provides useful information about the practice of law, trends and developments, and a forum for the expression of ideas, concerns and opinions important to the legal profession.

Review Process

Deadlines and the editing process - Please send articles and a completed Publication Agreement to the Section Chair eight weeks prior to publication. This allows enough time for a general review by the Editorial Advisory Board, which meets on the third Wednesday of each month. A volunteer editor from the Board will contact each author to discuss suggested revisions. This collaboration is meant to produce the best possible article and address outstanding questions about the material.

Publication - Our goal is to have *The Advocate* published and mailed within the first week of the month. Each author is mailed two extra copies of their published issue.

Tips for authors

- 1) A headline that identifies the topic and suggests the conclusion.
- 2) An introduction that draws the reader in and serves as a road map for where the article goes.
- 3) Sub-headings to signal a new portion of the article and break up gray text.
- 4) Try to avoid using multiple indentations, large block quotes and all-caps.
- 5) Humor, sidebars, graphics or photos are welcome.
- 6) Define acronyms on first reference, but try to avoid less common ones.
- 7) Use citation style from: *The Bluebook: A Uniform System of Citation*.
- 8) Use endnotes, rather than footnotes.
- 9) Include a short biography not longer than 55 words.
- 10) Article length should be between 1,600 and 2,400 words.
- 11) Articles should be submitted in either Times New Roman or Arial fonts.
- 11) A digital photo of the author, preferably with a resolution of 80K or larger.
- 12) Please send in Microsoft Word format.

Topics for articles

- Create awareness of important trends and developments
- Help build sound, profitable practices
- Improve service to clients and community
- Encourage involvement in public affairs
- Encourage civility, ethical behavior, and professionalism

THANK YOU!

We understand the amount of time and effort it takes to write an article and we greatly appreciate your work pro bono. If you have questions please call the Bar's communications staff (208) 334-4500 and ask for Lindsey Welfley, *The Advocate* Manager.

AUTHOR GUIDELINES WITH CITATIONS

The Advocate uses *The Bluebook: A Uniform System of Citation* (18th ed. 2000) as its citation manual, with the following modifications. References to rules are the rule numbers of the Bluebook.

CASES

1. Idaho cases should be cited in accord with practitioner's note P.3 as follows:

Examples:

Idaho Supreme Court

Fitzgerald v. Walker, 113 Idaho 730, 747 P.2d 752 (1987)

Idaho Court of Appeals

Murr v. Odmark, 112 Idaho 606, 733 P.2d 827 (Ct. App. 1987)

2. All other cases should be cited to a West Reporter if possible, and no parallel citation need be given.

Example:

United States v. Halper, 490 U.S. 435, 437, 109 S.Ct. 1892, 1895 (1989) is not required; *United States v. Halper*, 490 U.S. 435, 437 (1989) is sufficient.

3. However, pinpoint citations to the page on which cited material appears are still required.

Example:

In the foregoing citation "437" is a pinpoint citation to quoted or referenced material and must be given. See Rule 3.3(a).

4. Where the case name is given in the text, it need not be repeated in the note.

Example:

The doctrines are succinctly discussed in *Fitzgerald v. Walker* 1

1113 Idaho 730, 747 P.2d 752 (1987)

5. Omissions of citations or footnotes need not be indicated by ellipses or parenthetically.

6. A citation need not be given every time a case name is used in a sentence. A citation should only be given when quoting from the case, or to show that a case supports a certain proposition.

Rule 4.1. Excessive citation interrupts the readability of the article, provides no new information, and should be avoided. Rule of Thumb: If a pinpoint cite is not required, then a citation is probably unnecessary.

STATUTES AND REGULATIONS

1. Idaho Official Code

Example: Idaho Code § xxx

2. United States Code

Example: U.S.C. § xxx

COURT RULES

Idaho Rules of Civil Procedure, Criminal Procedure, and Appellate Procedure should all be cited to as provided in Rule 12.8.3 when referred to for the first time:

Example: Idaho R. Civ. P. 12(b)(6)

Example: Idaho R. Crim. P. 46

Example: Idaho R. Evid. 404(b)

Subsequent references to the rule are to be made as follows: Rule xxx

Example: Rule 12(b)(6) Page 3 of 4 Updated 1-18-2012

Example: Rule 46

Example: Rule 404(b)

GENERALLY

1. The word *supra* is not to be used.

It is not to be used with a case name, *see* Bluebook Rule 4.2

Instead use a short citation form, Rule 4.1.

Wrong: *Spudich, supra*, at 681.

Right: *Spudich*, 745 S.W.2d at 681.

To short-cite books or periodicals or to cross-reference textual material, simply give the note number. *Supra* has been eliminated as unnecessary.

Examples:

Reich, note 12 at 4.

See notes 12-15 accompanying text.

2. The abbreviation "n." is to be used only when citing to a footnote in the opinion being cited. It is not to be used to cross-reference to a preceding footnote in the instant article.

CHECKLIST

CASES

1. Is there a book and page number?

2. Is the citation to a West reporter?

3. Are there pinpoint page cites?

4. Is there the name of one party as needed? Exceptions: *Id.* or name stated in text.

STATUTES

1. Citation to Idaho Code?

2. Citation to U.S.C.?

3. Citation for another state to recognizable code?

RULES & REGULATIONS

1. Idaho rules cited correctly?

GENERALLY

1. Is a citation needed?

2. Is use of *Id.* unambiguous?

3. Are clear short forms used where possible?

4. Abbreviation "n." used only for footnotes in cited material and not for cross-references?

5. No use of *supra*.

PUBLICATION AGREEMENT: CONTRIBUTION TO A COLLECTIVE WORK -- SINGLE TITLE

FROM: Idaho State Bar, (ISB)

525 W. Jefferson, P.O. Box 895 Boise, ID

Attn: Lindsey Welfley

(Communications Coordinator / *The Advocate* Manager)

TO: Author's Name: _____

Address: _____

[Joint authorship: If the Work has more than one author whose individual contributions are "inseparable parts of a unitary whole," each author must sign a separate counterpart to this agreement. All such counterparts shall be considered collectively as one and the same agreement.]

=====

The Idaho State Bar is pleased to consider the publication of your Work, tentatively entitled:

_____ to be included in the following publication: *The Advocate*

License Terms: As a condition of publication and for no monetary compensation, you hereby grant to the ISB the following rights to the Work: (1) the exclusive right of first publication of the Work worldwide as part of the above-named publication; (2) the nonexclusive worldwide right to reproduce, distribute, perform, and display the Work and to license or syndicate use of the Work, or any part thereof, in any medium or form of communication, now existing or hereafter developed, to others; and (3) the nonexclusive worldwide right to use the Work, or any part thereof, in any other publication produced by the ISB. The grant of rights herein shall include, but not be limited to, the right to adapt or otherwise use the Work, or any portion thereof, alone or in conjunction with other materials, in all types of electronic, digital and computer-based media and technologies, now existing or hereafter developed, as well as the storage, retrieval, transmission, display, output and reproduction of data through any such media and technologies.

The ISB shall have the right to edit the Work, provided that the meaning is not materially altered. In addition, you assign the nonexclusive worldwide right to use the Work to promote and publicize the ISB or its publications, including the right to use your name and likeness and biographical data in such promotions. If published, you will be identified as the author of the Work, or co-author if applicable.

Warranty: You warrant that the Work is original with you, that it is not subject to any existing copyright and that you have authority to grant the rights in this Agreement; that its publication will not libel anyone or infringe on or invade the rights of others; that you have full power to make this agreement; and that the Work has not been published elsewhere in whole or in part (except as may be set out in a rider attached herewith). Should the Work contain any material which requires written permission for inclusion in the Work, you agree to obtain such permission from the copyright proprietor consistent with this Agreement.

If the foregoing terms are satisfactory, please sign and date this Agreement below and return it to the project coordinator. Execution of this Agreement does not obligate the ISB to publish your Work.

=====

Author's Signature:

Date