

Interdisciplinary Dimensions of Communication Science

Discourse Markers s Sentence Openers in Legal English

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Abstract: Discourse markers can be defined as linguistic expressions of different length which carry pragmatic and propositional meaning, they are used to combine clauses or to connect sentence elements and they appear in both speech and writing, and facilitate the discourse. Each discourse marker indicates a particular meaning relationship between two or more clauses. English is predominantly the language of international legal practice and its importance to lawyers cannot be over-emphasized. The way in which one uses legal English can therefore be crucial to professional success. This paper stresses the importance of good usage of discourse markers in legal English.

Key words: legal language; discourse markers; international legal practice

1. Legal Discourse

The term “legal” refers to any item of written or oral communication related to law, justice actors, or court activity. Law has two primary functions. It orders human relations and rule as social order.

The legal register is characterized by technical terms or “terms of art” as *warranty deed, criminal proceedings, Procurator Fiscal, grantee, devisee*, common terms with uncommon meanings, as the term *assignment* – it does not mean a “task or duty”, or “something assigned”, but it means the “transference of a right, interest or title”, archaic expressions such as *hereinafter, hereto, hereby, hereof, aforesaid, whosoever, thereof, therein*, doublets as *last will and testament, give and bequest, will and bequest, aid and abet, cease and desist, rules and regulations*, frequent use of prepositional phrases as *according to, as to, in the event of*,

As Danet (1985:281) claims, “syntactic features are probably more distinctive of legal English than are lexical ones, and certainly account for more of the difficulties of lay persons in comprehending it”. She identifies eleven of such features. Among others we mention nominalization: *make such provision for the payment of* instead of *provide for the payment*, or *give time for the payment of any debts* instead of *give time for persons owing debts to pay*, use of passives and conditionals, sentence length and complexity, negatives: *not, never, unless, except or by prefixes un-, in-*, binomial expressions: *goods and materials, liable and responsible, engage or participate, generally and specifically, control, direct or supervise; employee, partner, agent, or principal; files, records, documents, drawings, specifications, equipment, and similar items.*

2. History of Legal English

The innumerable historical events caused irreversible shifts in the society on the British Isles, resulting in cultural changes and even afflicting the style of the “English” language in each period. The spoken and written language of the Britons gradually altered its form, both structurally and lexically. As a consequence, a great amount of English word stock is of Latin and French origin.

It is the Anglo-Saxon period to which the oldest English legal texts are dated, though much of the material has been preserved in post-Conquest manuscripts. The earliest of Anglo-Saxon laws were written in the vernacular, and not in Latin. Latin would have been an obvious choice because the first English legal code coincided with the date of conversion to Christianity. The Germanic tradition is the most important reason for the use of the vernacular. So the codification written in English reflects a natural prolongation of the tradition. Moreover, laws drafted in Latin would have seemed artificial.

The legal profession began to develop greatly after the Conquest. The Anglo-Saxons did not have any ‘trained lawyers’ – they appeared as late as the second half of the thirteenth century. French was the language of oral pleading and the language of law books also changed from Latin to French. The legal English of today has its roots in that time. The terms that have remained are now pronounced pursuant to the rules of English phonology, their medieval meanings having been retained.

It is noteworthy to point out that technical terms and their formation developed only gradually due to the constant use of the French words within the closed ranks of the profession. The legal profession was accustomed to the use of French to such an extent that little could be achieved through the statute in a short time. French was preferred in the pleading on the grounds of its established terminology and the degree of precision that could be achieved by using it.

Legal language has always been complex and very complicated, thus perplexing every reader in every time. The basis and principles of drafting various statutes, codes and acts in the fifteenth century were dissimilar from those employed in the nineteenth century and today. Lawyers and clerks were employing a very elaborate verbal style, the motive being the fact that they were sometimes paid according to the number of pages they had written. In this way legal documents were issued until the beginning of the nineteenth century. In the course of the nineteenth century special guidelines began to emerge on how to draft laws. These are, in many cases, followed nowadays.

Due to the influences mentioned above, English legal vocabulary is multi-layered in its origin, the sentences are complex and even the layout of the documents carries the traditional traits. The way in which legal documents were drafted centuries ago are still applied today for the sake of habit and tradition and for the need of precision. Sometimes, though, there may be a tendency to overcome such reverence to tradition and make legal English more comprehensible to the layman.

3. Discourse Markers

As Siepmann points (2005: 37) discourse markers can be applied to both written and spoken language and they carry pragmatic and propositional meaning. Though named differently, (*comment clauses, pragmatic markers, discourse connectives, cue phrases lexical phrases, organizers or simply markers words*) discourse markers assume a pragmatic function in a discourse. As discourse markers underline

relationships between text spans, they include extralinguistic features, as headings or indentations, contributing to textual progression and translate the communicative strategy of the author.

Discourse markers can be defined as linguistic expressions of varying length which carry pragmatic meaning and facilitate the discourse. They have two fundamental functions: the discoursal function and the interpersonal function. The textual function is to signal relations between prior, present and subsequent discourse, marking off one text unit from another or linking discourse units further apart. The interpersonal function consists in expressing speaker or writer stance.

Sentence openers paint a picture in the reader's mind and grab their attention by drawing them into the composition. A sentence opener uses a verb, plural noun, collective noun or a preposition. By using collective nouns, one may give the reader more details about the issue: *choir of singers, team of hockey players, and troupe of dancers*. A collective noun is a word used to define a group of objects, such as: *animals, people, emotions, committee*, or it refers to a group of countable nouns as a unit *faculty of education, firm of lawyers, minority of conservatives, congregation of worshippers, department of health, majority of liberals, board of directors, and staff of teachers*. Prepositions tell the position or placement of the subject: *between the gardens, under the new law, next to house, on the subject, close to the family, in the middle of something, about the problem, above the board*.

Examples: ***In the event that*** a trademark owner wishes to allow others to use the trademark, he or she must inform the Registrar.

Here, the opening phrase “in the event that” indicates to the reader that what follows is a hypothesis. The word “if” could also be used to the same effect.

Example: *Where trademark infringement occurs, the owner of the trademark has the right to sue. **However**, a trademark may be lost if it is no longer distinctive.*

Here, the opening word of the second sentence – *however* – indicates a qualification to the previous statement.

Example: ***Of course***, if information is already in the public domain, it will no longer be regarded as confidential.

The opening phrase “of course” in this sentence indicates an assumption. The writer uses this technique to indicate to the reader that the idea conveyed in the rest of the sentence is generally accepted.

Example: ***Therefore***, in such circumstances a confidentiality agreement covering such information will be ineffective.

In this sentence, the opening word “therefore” indicates a logical step or deduction based on the information provided in the previous sentence.

The table below sets out some of the more common functions for which discourse markers are used (on the left) and some suggested words or phrases for those functions (on the right).

Function	Suggested word or phrase
Referring to the past	<i>Formerly</i>
Expanding on a point	<i>Besides, furthermore</i>

Contrasting	<i>On the other hand, conversely</i>
Summarizing	<i>In short, in summary, by way of précis</i>
Drawing a conclusion or inference	<i>As a consequence, consequently, as a result</i>
Giving an example	<i>For instance, for example</i>
Emphasizing	<i>In particular, especially, it should be stressed that</i>
Qualifying	<i>However, it should also be borne in mind that</i>
Making a logical step in the argument	<i>Therefore, thus, it follows that in particular</i>
Beginning	<i>Firstly, to begin with</i>
Making an assumption	<i>Of course, naturally, clearly, evidently</i>
Referring to a new issue	<i>Turning to, with reference to, with respect to, with regard to, regarding</i>
Hypothesizing	<i>In the event that, if</i>
Bearing a factor in mind	<i>Given that, bearing in mind that, considering that</i>
Stating an exemption	<i>Except, with the exception of, save for, save as to</i>

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