

Stanisław Goźdz-Roszkowski

Uniwersytet Łódzki, Wydział Filologiczny,
Katedra Języków Specjalistycznych
oraz Komunikacji Międzykulturowej
<https://doi.org/10.18778/8220-840-5.06>

Rozdział 5

Legal English

1. The concept and scope of legal English.
2. Leading features of legal English.
3. Variation in legal language.
4. Legal genres.
5. Legal terminology and phraseology.
6. Research perspectives on law and language.

1. The concept and scope of legal English¹

English has become the common language in a globalized legal world, especially in various corporate and business law contexts. It is no exaggeration to argue that understanding how legal language works is essential for today's legal or business professionals. Law belongs to those highly specialised areas that cannot exist without language. Various legal provisions, such as legal rules and regulations are expressed in language. Legal concepts, processes and practices are accessible only through language.

Unlike the language of science (such as biology or physics), legal language hardly ever relies on truly universal concepts. Even the seemingly universal concepts of *justice* and *democracy* may be interpreted and applied differently in Western Europe, Russia or China. In addition, legal language is intimately bound up with a national legal system. Legal language is said to

¹ This chapter is a thoroughly revised, updated and expanded version of Biel, Goźdz-Roszkowski (2015).

be **system-bound**, which means that it is the product of the history, culture and, of course, the legal system of a given country. Each national law forms an independent legal system with its own terminology derived from unique conceptual structures, rules of classification, sources of law, methodological approaches and socioeconomic principles (Šarčević 1997: 13).

Unlike most technical languages, certain types of legal language may contain some ambiguity and vagueness. Consider, for instance, the use of the word *reasonable* in the sentence below, which comes from a fairly typical *Tenancy Agreement*:

The Tenant will permit the Landlord or the Landlor's agents at reasonable hours in the daytime to enter the Property to view the state and condition thereof.

Which hours should be considered acceptable to visit the premises may be a matter of some debate. In case of a dispute over the meaning of a given word or expression, courts may have to interpret it according to different rules. For example, the meaning of a disputed term could be determined in terms of the accepted usage of the trade or course of dealing (also known as *course of performance*), the latter referring to how the parties used the term in the course of their past transaction(s) (Tiersma 1999: 116). In addition, the meaning of legal terms, phrases, or even longer chunks of discourse is often examined and then determined by courts, legislatures, and government agencies (Goźdz-Roszkowski 2012). Consequently, it may differ from ordinary usage. The enormous impact of jurisdiction on the development of legal discourse has often resulted in issues concerning its **interpretation** and **comprehensibility**. When interpreting or, as the lawyers say, construing a term, there are certain rules that may be invoked, for example, the three **rules of statutory construction**, traditionally applied by English courts (the literal rule, also known as the plain meaning rule, the golden rule and the mischief rule). In addition, a certain amount of **vagueness** or **indeterminacy** in legal language could in fact be deliberate and strategic. For example, the expression *with all deliberate speed* used by the Supreme Court of the United States in reference to racial segregation in schools (e.g. *Brown v. Board of Education*, US. 294, 30, 1955) was employed deliberately in order to ensure greater flexibility when interpreting the law and to offer some leeway in the subsequent decision-making process (cf. Jopek-Bosiacka 2006: 56).

Legal English is by no means a single and uniform variety of language. What is typically referred to as ‘legal language’ should be understood as extremely complex type of discourse found in widely varied institutional spaces of different legal systems and cultures. Put differently, the expression ‘legal language’ is often used as a cover term referring to a wide range of very different texts, both written and spoken. Whether it makes sense to use the expression ‘legal language’ has been the subject of heated debate. For example, the interested reader should consult Klinck (1992: 133) for a detailed discussion of various perspectives on this issue. By and large, the opinions range from those who maintain that “there is such an identifiable phenomenon as ‘legal language’ and that it is meaningful to think in terms of such a category” and use the designation “law language” with reference to a “technical, idiosyncratic sublanguage system”, to scholars such as George Mounin (1974), who assert that it is not scientifically correct to speak of the language of law because legal language is only a specialized form of general language rather than an autonomous and independent linguistic phenomenon (see also Goźdz-Roszkowski 2012).

Certain derogatory terms often attributed to legal language include **legalese** and **argot** to reflect the impression that some uses of legal language are incomprehensible for the layperson due to a high frequency of terminology and stylistic clumsiness. Other terms, such as **legal slang** or **jargon** indicate that legal language is an insider variety employed by professionals in order to stop outsiders from understanding their communication. The notion of **style** has also been used in reference to legal English (e.g. Crystal, Davy 1969) but it has been rejected as too vague to be a useful descriptive category.

Finally, some scholars argue for studying legal language in terms of **sub-language**. This concept is associated with a computational approach to language analysis and it is characterised by the following features, all of which are shared by legal language (Pontrandolfo, Goźdz-Roszkowski 2014):

- limited subject matter;
- the presence of lexical, syntactic, and semantic restrictions;
- the occurrence of nonstandard, grammatical rules;
- and unusually frequent occurrence of certain grammatical constructions in comparison with general language; these include, for example, nominalization, the modal *shall*, passive forms, etc.

It should be also noted that the phrase **legal English** tends to be used a lot to refer to English for the legal workplace (Northcott 2013). This applies mainly to countries where English is not the language of the legal system. The interest in the applied aspect of how English is used in legal contexts reflects the growing impact of English as a **lingua franca** in commercial law and public international law (Durant, Leung 2016).

2. Leading features of legal English

While the term ‘legal language’ constructs a stereotype based on how people perceive statutes, contracts, courtroom scenes from movies, etc., there are certain core features likely to be found in most legal genres. Despite the internal variation of legal language and its dependency on a particular legal system, there have been many attempts to specify its main lexicogrammatical features (e.g. Mellinkoff 1963; Tiersma 1999; Alcaraz, Hughes 2002; Jopek-Bosiacka 2006). These may include various lexical and syntactic features as provided below:

- complex syntactic constructions resulting in unusually long sentences;
- frequent use of the passive voice as in the following example:

No person has been authorized to give any information or make any representation other than those contained or incorporated by reference in this joint proxy statement/prospectus, and, if given or made, such information or representation must not be relied upon as having been authorized.

- (multiple) negation;
- nominalization (e.g. *petition for parental right termination*);
- conditionals and hypothetical formulations;
- archaic adverbs (e.g. *hereinafter, therein, whereby*);
- complex prepositional phrases (e.g. *in the event of; for the purpose of*, etc.);
- binomial and trinomial expressions (also known as doublets and triplets) referring to quasi-synonymous sequences of words belonging to the same grammatical category (e.g. *false and untrue, last will and testament, give, devise and bequeath*);
- Latinisms (e.g. *bona fide, prima facie*);

- atypical anaphora (e.g. avoiding personal pronouns);
- terms of art (see section on legal terminology) unique to the domain of law (e.g. *estoppel*, *estovers*, *revocation*, *lien*, etc.).
- jargon as the vocabulary of a trade, occupation, or profession, unlike terminology, some items may not be included in official lexicons or law dictionaries (e.g. *judge-shopping*, *predecease*, etc.);
- semi-technical (mixed) terms. These are lexical items from the common stock which have acquired certain specialized meanings in the context of legal practices. Consider the word *issue* in the following examples:

*The testator died without **issue**.*

*The parties could not agree on the **issue**.*

*The passport was **issued** by the Liverpool office.*

*Parties must wait for process to **issue** from the court.*

Other examples include *action* (lawsuit), *brief* (a type of legal document; a written statement prepared by the counsel arguing a case in court), *cause* (legal proceedings) or *party* (someone who is part of a lawsuit).

It should be stressed that certain features have not been statistically substantiated and their actual occurrence may depend on a given text type or genre. The text excerpt (from *Indemnification Agreement*) provided below illustrates some of the features provided above and which are associated with **legalese**, i.e. type of legal writing in which such features tend to be particularly frequent making the text rather obscure:

Text 1

In the event the Indemnitee in his capacity as nominee for election to the Company's Board of Directors at the Annual Meeting was, is or becomes a party to or other participant in, or is threatened to be made a party to or other participant in, a Claim by reason of (or arising or allegedly arising in any manner out of or relating to in whole or in part) an Indemnifiable Event or Indemnitee's being a nominee for election to the Company's Board of Directors at the Annual Meeting, UtiliCorp to the fullest extent permitted by applicable law shall indemnify and hold harmless the Indemnitee from and against any and all Losses suffered, incurred or sustained by the Indemnitee or to which the Indemnitee becomes subject, resulting from, arising out of or relating to such Claim (it being understood that except as

provided in SECTION 3(c) with respect to Expenses, reimbursements of any such Losses shall be made as soon as practicable but in any event no later than 15 days after written request (a “CLAIM NOTICE”) is made to UtiliCorp accompanied by supporting documentation).

This excerpt contains one very long and complex sentence which consists of as many as 185 words. Worth noting is the frequent occurrence of conjoined phrases and lists of words (usually nouns) marked by an exceptionally dense use of technical vocabulary (e.g. *Indemnitee, Company’s Board of Directors, indemnify*), the use of *shall*, avoidance of personal pronouns, etc. The sheer length of the text is partly due to the extremely frequent use of phrasal and verbal coordination and past participle forms placed in post-nominal positions, as in *was, is or becomes, [losses] suffered, incurred or sustained*. While this text is fairly representative of contractual provisions, there are legal genres which could differ radically in terms of their lexico-grammatic features, phraseology, macrostructure, production circumstances, etc. (Goźdź-Roszkowski 2011). By way of comparison, below is a different excerpt which comes from a letter written by a solicitor to his client:

Text 2

Dear Mr Johnson

I am grateful for the e-mail message which you sent to my Secretary Elaine last week and confirm that the letters are now being sent out to the beneficiaries in Poland. I also confirm that the letters are being sent in English but with a copy of the Polish translation enclosed. [...]

Turning to the question of the Probate Court requirements, they are not disputing the English translation of the Will as such, but require an affidavit from a Polish lawyer (in English) to confirm the validity of the Will under Polish law and who is beneficially entitled. I enclose a precedent of the necessary document together with some notes provided by the Probate Court, and I am wondering whether your co-executor in Poland has the necessary qualifications to deal with this. If not, presumably she will be able to contact a suitable person who is conversant with both the Polish law and the English language.

The language of the letter appears ‘normal’ in that it is written in standard formal English. It uses a moderate number of legal terms. Importantly,

there are hardly any features attributed to legalese as shown in Text 1. These two text extracts were sampled from different legal genres characteristic of different levels of specialist communication and different transactive goals. Linguistic characteristics highlighted above reflect those differences. For example, the frequent use of coordination and the determiner *any* in Text 1 is intended to allow for different possible scenarios in contractual provisions.

3. Variation in legal language

As already noted, the term ‘legal language’ refers to specific classes of texts (genres) created and used by professionals operating in various legal contexts. Legal genres span legislation enacted at different levels (supranational, international, national, state, federal, etc.), judicial decisions (judgments, decrees, or orders), law reports, briefs, contracts, wills, powers of attorney, etc.), academic writing (e.g. journals, textbooks), through oral genres such as, for example, witness examination, jury summation, judge’s summing-up, and so forth, to various media representations of legal issues (e.g. a newspaper article reporting a crime).

Thus, legal language may be used broadly to refer to language of the law, language about law, and language used in legal communicative situations. In the case of English, legal language shows enormous variation in many different respects. The system of **common law** originating in Great Britain has spread to many other countries around the world, notably to the United States, Canada, Australia, New Zealand, South Africa, and to India and other countries where English was recognized as one of the official languages. Despite sharing certain basic characteristics, the language and legal institutions in the respective countries have come to differ greatly from one another (Williams 2005). Legal language also differs in terms of the level of formality, mode (spoken or written), and the use of individual genres by different professional groups (e.g. judges, attorneys, paralegals).

In addition, the complexity of legal language could be, to some extent, explained by its long historical development, which often ran parallel and independently of ordinary and non-specialised language. Legal English was greatly influenced by Anglo-Saxon, Latin, and French. Interested readers

should consult Mellinkoff (1963) for one of the most detailed descriptions of legal English including its history (see also Mattila 2013). Legal English is characterised by **continuity** due to the uninterrupted development of its legal system. England has not been conquered since 1066. Legal provisions, such as acts of Parliament and case law do not become inoperative due to old age. For example, the *Treason Act 1351* was considered in a legal case of *Joyce v. DPP* dating back to 1946.

There have been many attempts to classify legal language. For example, Tiersma (1999) provides a division of legal texts into three major categories of **operative legal documents** (those that create or modify legal relations such petitions, statutes, contracts, wills, etc.), **expository documents** (e.g. judicial opinions which analyse objectively legal points) and **persuasive documents** (e.g. briefs or memoranda). Gibbons (2003: 15) revisits some fundamental and classic distinctions of legal language by including the written vs. spoken mode. This means there are written texts of legislation and other legal documents and the spoken, more interactive and dynamic texts found in a variety of law-related processes, such as courtroom interaction, police investigations, prisons and consultations between lawyers and clients.

In Poland, legal language has been traditionally conceptualized in terms of the classic dichotomy: language of the law (**język prawny**) and its metalanguage (**język prawniczy**) (Wróblewski 1948). The former includes the language of the legislator used to create legal norms and the latter encompasses the language employed by lawyers to talk or write about the law (e.g. judicial decisions, pleadings).

It appears that the term 'legal language' has been often overused as a convenient label for a generalized functional variety disregarding considerable variability within legal language. More recent research suggests that the complexity and intertextuality found in legal language should be understood in terms of domain-specific hierarchical system disciplinary genres (e.g. Bhatia 2004; Kjaer 2000). Thus, the expression 'legal language' refers effectively to a genre system connected with different professional activities and intertextually linked to large **primary genres** such as legislation or judgments. In the course of professional activities, legal professionals need to refer to, interpret, and exploit such larger generic constructs in order to achieve their professional objectives.

4. Legal genres

One way of understanding variation in legal English is to refer to the concept of genre, which was usefully applied in the context of English for specific purposes, including legal English (see Swales 1990; Bhatia 1993). Genre can be defined as “each of the specific classes of texts characteristic of a given scientific community or professional group and distinguished by certain features of vocabulary, form and style, which are wholly function-specific and conventional in nature” (Alcaraz, Hughes 2002: 101). It is important to bear in mind that legal genres do not need to be written (as are *contracts*, or *statutes*, for example) but they can also be oral (e.g. *witness testimony* given in court). Texts can be assigned to a given genre by considering several stylistic and formal features (Alcaraz, Hughes 2002: 102):

- A shared communicative function expressed by the same performative verb(s);
- A similar macrostructure, i.e. format or organizational outline;
- A similar discursive mode of developing the macrostructure (narrative, descriptive, imperative, etc.);
- A common lexical and syntactic arrangement of the material and common set of functional units and formal features;
- Common socio-pragmatic conventions.

Consider the document known as **power of attorney** which entitles an individual (**attorney**) to act on behalf of another individual (**principal** or **donor**) has a relatively simple macrostructure consisting of clearly recognizable parts which fulfil specific functions: *commencement* and *performative act*, the *operative part*, *final provisions* and *concluding clause* (cf. Alcaraz, Hughes 2002; Berezowski 2015). In the commencement and performative act, the legal relationship between the principal and the attorney is activated using the performative verb *appoint*:

NOW, THEREFORE, I Barry Samuel Sanderson, in the capacity of a director or officer or both a director and officer of the Company, as the case may be, hereby **appoint** Fith Leigh Orrman, Joshua Meade and Vivien Penelope Megan Selkirk, and each of them severally, **my attorney** (s) with power to execute any of the following: (Berezowski 2015).

The operative part is developed using a sequence of verbs to determine the scope of the attorney's rights and duties:

Without prejudice to the foregoing my Attorney shall have the set powers set out in the following clauses:

To offer for sale, negotiate the price of, sell... (Berezowski 2015).

If a power of attorney is executed in the form of a notarial deed, it may contain a highly formulaic and conventional expression such as:

IN WITNESS whereof, I have hereunto set my hand this 16th day of April...

It seems clear that an in-depth knowledge of different genres is regarded as extremely important for any user of legal genres in order to be aware of how legal texts are constructed and used within a given professional community. This means that LSP users who possess generic competence are aware of a repertoire of text genres typically employed in the course of a given professional practice and they know how to use them in order for the whole process to go in a smooth and timely manner. Legal texts should be created in a way that makes them easily recognizable by members of a specific professional community, e.g. lawyers as belonging to a particular genre (Goźdz-Roszkowski 2016).

5. Legal terminology and phraseology

One of the fundamental properties of legal terms is their system-bound nature. This can be illustrated by differences between terminology in English-speaking jurisdictions. For example, the UK equivalent of *spółka (kapitałowa)* is *company* while its US equivalent is *corporation*. In civil procedure, the parties are known as a *claimant* (*powód*) and a *defendant* (*pozwany*) in England, a *pursuer* and a *defender* in Scotland, and a *plaintiff* (sometimes also *complainant*) and a *defendant* in the United States. These examples show that legal terms are **system-specific** rather than **language-specific**, which has some important implications for translators attempting to translate texts into English. It is critical to identify the recipient of

a translation in the first place in order to consistently apply terminology from the target legal system. It is not so infrequent to find translations with mixed terms coming from different legal systems, in particular the UK and the US systems, which might be confusing to the TT recipient.

Thus, legal terms are unique to a legal system and do not easily transcend its boundaries. In consequence they show incongruity (or partial congruity) between legal systems. Each legal system standardises legal concepts according to its own needs and in keeping with its legal tradition. The boundaries of legal concepts are often artificially fixed, in particular by definitions, to extend or narrow down their meaning as necessary. Take, for example, the broad definition of the noun *street* in the UK Street Offences Act 1959 with reference to the offence known as *loitering or soliciting for purposes of prostitution*:

(1) *It shall be an offence for a common prostitute to loiter or solicit in a street or public place for the purpose of prostitution.*

[...]

(4) *For the purposes of this section “street” includes any bridge, road, lane, foot-way, subway, square, court, alley or passage, whether a thoroughfare or not, which is for the time being open to the public; and the doorways and entrances of premises abutting on a street (as hereinbefore defined), and any ground adjoining and open to a street, shall be treated as forming part of the street.*

It should be borne in mind that incongruity of terminology goes beyond single concepts and often concerns higher-level structures known as **concept systems** (or concept schemes), that is, complex interrelated networks that structure the knowledge of a given branch of law. **Terminology** may be defined, after Wright and Budin, as “a structured set of concepts and their representation in a specific subject field” (Wright, Budin 1997: 325). Thus, terms provide points of access to legal knowledge. They synthesise legal knowledge and are used for its representation and transfer. Many areas of law are organized differently in each legal system, and in particular: the civil procedure, the criminal procedure, the court system,² typologies

² For more information on court systems in each EU Member State in each EU official language, go to the European E-Justice Portal: <https://e-justice.europa.eu> [accessed: 24.05.2022].

of offences, types of partnerships and companies, etc. For example, the term *spółka* covers two distinct terms in UK law: a *partnership* (*spółka osobowa*) and a *company* (*spółka kapitałowa*). While Polish law distinguishes only two types of companies, *spółka z ograniczoną odpowiedzialnością* and *spółka akcyjna*, UK law provides for an *unlimited company*, *private company limited by shares*, *private company limited by guarantee* and *public company limited by shares*. The typologies are far more complex in US law, which regulates company law (corporate law in the US terminology) at the state level; hence, company (US: corporation) types differ from state to state to some extent. The differences make it difficult, if not impossible, to find functional equivalents for such terms.

Let us now go on to discuss other functional and structural properties of legal terms. Some legal terms are restricted to legal language, for example *estoppel* or *termin zawity*; they are referred to by Alcaraz and Hughes (2002: 16–17) as **purely technical terms**. A considerable number of terms are **semi-technical or mixed terms**, that is polysemous terms which are known in everyday language but also have additional legal senses, e.g. *consideration*, *powód*. Legal texts also contain **everyday vocabulary**, e.g. *paragraf*, *subject matter*, as well as terms which are related to the thematic field of regulation. Consider, for example, the Polish statute *Prawo budowlane* (*Construction Law*), which contains many terms related to civil engineering such as *budynek mieszkalny jednorodzinny*, *budowla*, *obiekt małej architektury*, *budowa*, *remont*, *teren zamknięty*. These examples demonstrate that one needs to be conversant with legal terminology, as well as have a thorough knowledge of specialized terminology related to the area of regulation.

Legal terms may have a simple single-word form, e.g. *contract*, *company*, *share*, *reasonable*, *to rescind*, but they often combine with other words to create more complex sequences, the so-called **multi-word terms**: *the Companies Act*, *Companies House*, *the Registrar of Companies*, *private company limited by shares*, *non-voting shares*. Terms are embedded in text by **collocations**, in particular verbs and adjectives, which are standardized and more restricted in legal language. Therefore, in order to be able to imitate the language of legal professionals and TL generic conventions in their translations, translators should pay close attention not only to terms but also to the linguistic company they keep. Table 1 below shows the direct collocational environment of the Polish term *uchwała* and its English equivalent *resolution*.

Table 1. The immediate collocational environment of *uchwała* and *resolution* in Polish and UK law

UCHWAŁA	RESOLUTION
source: collocations based on <i>Kodeks spółek handlowych</i>	source: collocations based on <i>the Companies Act 2006</i>
<i>podjąć, powziąć, protokołować, uchylić, zaskarżyć uchwałę; zgłosić sprzeciw do uchwały</i>	<i>cancel, confirm, forward, move, propose, register, revoke, sign, pass, circulate, vote on the resolution</i>
<i>uchwały zapadają...</i>	<i>the resolution has/takes effect, expires, states, specifies; has been carried/lost unanimously, is put to the vote; ~ is decided on a show of hands</i>
<i>uchwała wspólników, zgromadzenia wspólników, zarządu, likwidatorów; uchwała jednomyślna, uchwała ważna/nieważna, stwierdzenie nieważności uchwały</i>	<i>resolution intended to be moved at a general meeting, ineffective ~, resolution at a general meeting, resolution of the company, resolution of members or of the class of members ordinary, extraordinary, special resolution; written resolution</i>
<i>uchwała o rozwiązaniu spółki, o podziale zysku, o podwyższeniu/obniżeniu kapitału zakładowego, o umorzeniu akcji, o dalszym istnieniu spółki; uchwała w sprawie nieobjętej porządkiem obrad; uchwała podjęta w trybie pisemnym/korespondencyjnym, z wykorzystaniem środka porozumiewania się na odległość</i>	<i>a resolution amending the company's articles, approving a payment/transaction/directors' report, authorising payment/off-market purchase; conferring, varying, revoking or renewing authority; disapplying pre-emption rights, resolution for reregistration as a private company/for reducing share capital, resolution to remove a director</i>
<i>projekt uchwały, dzień powzięcia uchwały, sprzeciw dotyczący powzięcia uchwały, wpis do rejestru wzmianki o uchwale</i>	<i>copy of resolution, records of resolution, registration of resolution, notice of resolution, text of the resolution, the date of the resolution, validity of a resolution, agreement to the resolution</i>

Source: Biel, Goźdz-Roszkowski (2015: 259–260).

Collocations of terms are sanctioned in legislation, which is the **primary legal genre**. They are expected to be replicated in legal genres of a lower status, such as contracts or judgments, in order to ensure the stability of meaning. It is worth stressing that legal terms may have colloquial or **non-legal variants**, for example: *korporacja, firma* → *spółka*, *wyjść za kaucję* → *wyjść za poręczeniem majątkowym*, *adopcja* → *przysposobienie*, and it is important to distinguish and select an appropriate variant whenever necessary.

6. Research perspectives on law and language

Language and law is a fine example of an interdisciplinary field. After Durant and Leung (2016), it is possible to distinguish at least four (sometimes overlapping) broad areas within the current research into law and language:

- The language of the law;
- Law as language;
- Language subject to law;
- Interrelationship between law, language and wider society.

Under the **language of the law**, language use is examined in a range of public law sources such as statutes, international treaties, regulations, etc. and private law documents (e.g. contracts, power of attorney, statements of claim). Legal uses of language, i.e. legal language, can be investigated in terms of how distinctive features, i.e. lexical, grammatical and structural patterns are employed in those texts to achieve legal effects. Here, one can also analyse the extent to which legal practices and processes rely on **conventionalised language** to achieve professional goals.

The **law as language** perspective looks at how legal systems are brought into being through language by referring to legal professional practices and standards. This perspective recognizes the central role of language in:

- ordering and transforming social relations, ownership and behaviour (**performative dimension**);
- creating entities and relations through linguistically formulated rules (**constitutive dimension**).

Durant and Leung (2016) point to **bilingual** and **multilingual jurisdictions** where the choice of official languages could impact on how legal systems are structured and how law is written.

Legal analysis could also concern language used as evidence in a court of law within the **language subject to law** area. In other words, general, ‘non-legal’ uses of language are under legal scrutiny as, for example, in the case of expert forensic linguistic opinions regarding disputed authorship of incriminated texts (e.g. threats, blackmail, suicide notes), speaker identification, plagiarism, etc. This area of inquiry may also include language use subject to legal regulation in the case of certain ‘**language crimes**’, such as perjury, solicitation, threatening behaviour, defamation, etc. (see Durant, Leung 2016).

The fourth area is concerned with the **interrelationship between law, language and society**. The following topics can be listed by way of example (based on Durant, Leung 2016: vii):

- language rights – claims that some specified use of language (e.g. as a medium of instruction) is a civil or human right (such claims can be particularly contentious among linguistic minorities);
- legal systems and societal multilingualism;
- the penetration of politics and cultural values into law through specific uses of language;
- representations of law in popular media.

Apart from these four broad types of intersection between language and law, researched can be carried out within the more traditional areas of legal translation, legal terminology, legal argumentation, contrastive/comparable studies of legal text genres, etc.

It is **legal linguistics**, also known as **jurilinguistics** or **legilinguistics** that has emerged as a trans-discipline of law and linguistics which examines the relationship between law and language. Vogel et al. (2018: 99) defines “legal linguistics” as “a branch of the discipline of language and legal science, with the linguistically-communicative ‘constitution’ of the societal institution of law”. The International Language and Law Association (ILLA) which holds a biannual general conference has focused recently on the following themes, most of which correspond to the four areas provided above:

- Language as the mirror of human rights issues in law and legal discourse.
- Inequality, discrimination and violence in language and law.
- Experimental approaches to language, law and human rights.
- The migrant’s language rights.
- Legal interpretation.
- Pragmatics of legal discourse.
- Free speech in the arts.
- Discourse analytic approaches to power and justice in language and law.
- Historical perspectives on legal pragmatics.

In addition, **forensic linguistics** has become a discipline of its own covering other areas where law and language intersect (adapted from the website of the International Association for Forensic and Legal Linguistics³):

³ <https://www.iafl.org/forensic-linguistics/> [accessed: 24.05.2022].

– Language in the Legal Process

This area deals with linguistic aspects of conducting interviews with the so-called vulnerable witnesses, i.e. children, rape victims, in the context of communicative challenges they may pose. Other aspects concern police interviews, investigative interviewing, language testing of asylum seekers, bilingual courtrooms and second-language issues, courtroom interpreting; courtroom interaction, courtroom translating, courtroom language, police language, prison language, language addressed to judge and jury in common and civil law courtrooms.

– Language as Evidence

Language can be used as evidence in cases of authorship analysis and attribution, plagiarism, speaker identification and voice comparison, examining confessions and suicide notes. A related area concerns language as evidence in civil cases (trademark, contract disputes, defamation, product liability, deceptive trade practices, copyright infringement).

– Research/Teaching

Research and teaching carried out from the perspective of Forensic Linguistics may involve practice and ethics of expert testimony, the presentation of linguistic evidence, linguists as expert witnesses, language education for law professionals.

Core readings

Berezowski Ł. (2015), *Jak czytać i rozumieć angielskie dokumenty notarialne, testamenty i pełnomocnictwa?*, Warszawa: Beck.

Coulthard M., Johnson A., Wright D. (2017), *An Introduction to Forensic Linguistics: Language in Evidence*, London: Routledge.

Durant A., Leung J. (2016), *Language and Law: A Resource Book for Students*, London: Routledge.

Tiersma P. (1999), *Legal Language*, Chicago: Chicago University Press.

Study questions

1. What makes legal language different from other specialised languages? Can you think of any factors accounting for the unique nature of legal language?
2. Provide leading linguistic features of legal English? Are they found in all types of legal texts?

3. How can legal texts be divided? What are major legal text genres?
4. Explain why legal terms are system-bound? Provide examples.
5. Explain the concept of 'genre' and explain how it contributes to our understanding of legal texts.
6. Consider the many complex relations between language and law. Outline ways in which language can be researched in legal contexts.

Bibliography

- Alcaraz E., Hughes B. (2002), *Legal Translation Explained*, Manchester: St. Jerome Publishing.
- Berezowski Ł. (2015), *Jak czytać i rozumieć angielskie dokumenty notarialne, testament i pełnomocnictwa?*, Warszawa: Beck.
- Bhatia V. (1993), *Analysing Genre – Language Use in Professional Settings*, London: Longman.
- Bhatia V. (2004), *Worlds of Written Discourse: A Genre-Based View*, London: Continuum.
- Biel Ł., Goźdz-Roszkowski S. (2015), *Legal translation*, [in:] Ł. Bogucki, S. Goźdz-Roszkowski, P. Stalmaszczyk (eds.), *Ways to Translation*, Łódź-Kraków: Wydawnictwo Uniwersytetu Łódzkiego, pp. 249–274.
- Crystal D., Davy D. (1969), *Investigating English Style*, London: Longman.
- Durant A., Leung J. (2016), *Language and Law: A Resource Book for Students*, London: Routledge.
- Gibbons J. (2003), *Forensic Linguistics. An Introduction to Language in the Justice System*, Oxford: Wiley-Blackwell.
- Goźdz-Roszkowski S. (2011), *Patterns of Linguistic Variation in American Legal English: A Corpus-Based Study*, Frankfurt am Main: Peter Lang.
- Goźdz-Roszkowski S. (2016), *The role of generic competence and professional expertise in legal translation. The case of English and Polish probate documents*, "Studies in Logic, Grammar and Rhetoric", vol. 45, no. 1, pp. 51–67, <https://doi.org/10.1515/slgr-2016-0015>
- Jopek-Bosiacka A. (2006), *Przekład prawny i sądowy*, Warszawa: Wydawnictwo Naukowe PWN.
- Kjaer A. (2000), *On the structure of legal knowledge. The importance of knowing legal rules for understanding legal texts*, [in:] *Language, Text and Knowledge*, Berlin–New York: Walter de Gruyter, pp. 127–162.
- Klinck D.R. (1992), *The Word of the Law*, Ottawa, Canada: Carleton University Press.
- Mattila H. (2013), *Comparative Legal Linguistics*, London and New York: Routledge.
- Mellinkoff D. (1963), *Language of the Law*, Boston, MA: Little, Brown.
- Mounin G. (1974), *La linguistique comme science auxiliaire dans les disciplines juridiques*, "Archives de philosophie du droit", vol. 19, pp. 7–17.
- Northcott J. (2013), *Legal English*, [in:] B. Paltridge, S. Starfield (eds.), *The Handbook of English for Specific Purposes*, Oxford: Blackwell, pp. 213–226.

- Pontrandolfo G., Goźdz-Roszkowski S. (2014), *Exploring the local grammar of evaluation: The case of adjectival patterns in American and Italian judicial discourse*, "Research in Language", vol. 12(1), pp. 71–91.
- Swales J. (1990), *Genre Analysis: English in Academic and Research Settings*, Cambridge: Cambridge University Press.
- Šarčević S. (1997), *New Approach to Legal Translation*, The Hague: Kluwer Law International.
- Tiersma P. (1999), *Legal Language*, Chicago: The University of Chicago Press.
- Vogel F., Hamann H., Gauer I. (2018), *Computer-assisted legal linguistics: Corpus analysis as a new tool for legal studies*, "Law & Social Inquiry", vol. 43(4), pp. 1340–1363.
- Williams Ch. (2005), *Tradition and Change in Legal English*, Frankfurt am Main: Peter Lang.
- Wright S.E., Budin G. (eds.) (1997), *Handbook of Terminology Management*, vol. 1: *Basic Aspects of Terminology Management*, Amsterdam: John Benjamins Publishing.
- Wróblewski B. (1948), *Język prawny i prawniczy*, Prace Komisji Prawniczej, nr 3, Kraków: Polska Akademia Umiejętności.

Netography

- European E-Justice Portal, <https://e-justice.europa.eu> [accessed: 24.05.2022].
- Goźdz-Roszkowski S. (2012), *Legal language*, [in:] *The Encyclopedia of Applied Linguistics*, Wiley, <https://doi.org/10.1002/9781405198431.wbeal0678>.
- International Association for Forensic and Legal Linguistics, <https://www.iafl.org/forensic-linguistics/> [accessed: 24.05.2022].