

Syntactical characteristics of legal documents

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Annotation: The article provides an in-depth analysis of the syntactic features of legal discourse and highlights the main factors that contribute to the complexity of legal texts through examples. It also discusses syntactic features commonly found in legal texts, such as long sentences, nominalization (i.e., expressing ideas through noun phrases), verbosity (the use of excessive words), and circumlocution (indirect expressions). In particular, the article explains how these elements reduce the clarity and comprehensibility of texts, making legal documents difficult to understand for the general public. In addition, the lack of punctuation is identified as another factor contributing to the complex syntactic structure of legal texts. The article also explores the syntactic differences between written and spoken legal discourse, highlighting phrases specific to spoken legal language and their communicative functions. Furthermore, the article examines the "Plain English Campaign" aimed at simplifying legal texts and evaluates its contribution to improving the overall comprehensibility of legal documents. It also sheds light on the frequent use of negation, as well as the separation of main and auxiliary verbs in different parts of the sentence, emphasizing the role of such syntactic structures in legal texts.

Key words: legal english, syntax, punctuation, nominalization, verbosity, circumlocution, anaphora, negative constructions.

Синтаксические особенности юридических документов

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Аннотация: В данной статье представлен подробный анализ синтаксических особенностей юридического дискурса, а также выделены основные факторы, способствующие сложности юридических текстов, с приведением примеров. Рассматриваются типичные синтаксические особенности юридических текстов, такие как длинные предложения, номинализация (т.е. выражение идей посредством именных конструкций), многословие (использование избыточного количества слов) и окольные выражения (непрямые формулировки). В частности, статья объясняет, как эти элементы снижают ясность и понятность текста, делая юридические документы трудными для восприятия широкой публикой. Также указывается, что отсутствие знаков препинания является еще одним фактором, способствующим сложной синтаксической структуре юридических текстов. В статье также рассматриваются синтаксические различия между письменной и устной юридической речью, с акцентом на фразы, характерные для устного юридического языка, и их коммуникативные функции. Кроме того, рассматривается кампания «Ясный английский» (Plain English Campaign), направленная на упрощение юридических текстов, и оценивается ее вклад в повышение общей понятности юридических документов. Также освещается частое использование отрицательных конструкций, а также разнесённость вспомогательных и смысловых глаголов по разным частям предложения, с акцентом на роль таких синтаксических структур в юридических текстах.

Ключевые слова: юридический английский, синтаксис, пунктуация, номинализация,

многословие, окольные выражения, анафора, отрицательные конструкции.

Huquqiy hujjatlarning sintaktik xususiyatlari

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Annotatsiya: Ushbu maqolada yuridik diskursning sintaktik xususiyatlari chuqur tahlil qilinadi hamda yuridik matnlarni murakkablashtiruvchi asosiy omillar misollar asosida yoritib beriladi. Shuningdek, maqola yuridik matnlarda tez-tez uchraydigan uzun jumlar, nominalizatsiya (ya'ni o'tli birikmalar orqali fikrni ifodalash), ortiqcha so'zlar ishlatish (verbosity) va bilvosita ifodalar (circumlocution) kabi sintaktik xususiyatlar haqida ma'lumot beradi. Xususan, maqolada bu kabi elementlarning matnning aniqligini va tushunarligini pasaytirishdagi sabablarini va natijada yuridik hujjatlarni oddiy foydalanuvchilar uchun tushunarsiz holga keltirilishini ochib beriladi. Shuningdek, maqolada tinish belgilarining kamligi ham yuridik matnlarning murakkab sintaktik tuzilmasiga ta'sir qiluvchi omil sifatida ko'rsatiladi. Maqolada yozma va og'zaki yuridik diskurs o'rtasidagi sintaktik farqlar, og'zaki yuridik diskurs uchun xos bo'lgan iboralar va ularning kommunikativ funksiyalari ham yoritiladi. Bundan tashqari, maqolada yuridik matnlarni soddalashtirishga qaratilgan "Plain English Campaign" harakati ham tahlil qilinib, uning yuridik hujjatlarning umumiy tushunarligiga qo'shgan hissasi baholanadi. Shuningdek, inkor shakllarining keng qo'llanishi, asosiy va yordamchi fe'llarning bir-biridan ajratib ishlatilishi kabi sintaktik qurilmalarning yuridik matnlardagi ahamiyati ko'rsatib beriladi.

Kalit so'zlar: huquqiy til, sintaksis, tinish belgilari, nominalizatsiya, ortiqcha so'z ishlatish, bilvosita ifodalar, anafora, inkor konstruktsiyalari.

Introduction

Legal English, often referred to as "legalese," represents a highly specialized variety of English distinguished by its complex syntactic structures, archaic vocabulary and formal tone. It has evolved over centuries, influenced by Latin, Law French and traditional legal practices. While legal English is meant to be very precise and consistent so that laws and contracts are clear and reliable, it is often criticized for being difficult for ordinary people to understand. The layperson often finds legal documents difficult to understand due to their length, density and unfamiliar constructions.

The syntactic characteristics of legal English contribute significantly to its complexity. Features such as extended noun phrases, nominalizations, multiple subordinate clauses, the passive voice, and a lack of punctuation are widely prevalent. Although these structures are sometimes important for expressing detailed legal ideas, they can also make the text difficult to understand, causing confusion and lack of clarity. Moreover, legal language varies depending on the situation that written legal documents are usually more complicated than spoken legal language, which is generally clearer and easier to follow, especially during courtroom discussions.

In response to increasing concerns regarding the complexity and lack of clarity in legal documents, various initiatives have been introduced to enhance transparency and ease of understanding. Among these is the "Plain English Campaign" which promotes the simplification of legal and administrative language to make it more accessible to the general public. This article seeks to examine the syntactic features characteristic of legal English, investigate the underlying causes of its complexity and evaluate the measures taken to modernize and clarify legal writing. Through the analysis of authentic legal texts and the assessment of specific syntactic structures, the study aims to provide a deeper understanding of both the form and function of legal discourse.

Methodology

This study employs a qualitative descriptive approach to explore the syntactical characteristics of legal English. Instead of relying on primary data collection methods such as surveys or interviews, the study is grounded in a comprehensive textual analysis of authentic legal documents and relevant secondary sources. The legal documents analyzed include excerpts from treaties (e.g., the Treaty of Sevres), commercial contracts, insurance agreements, wills, statutory provisions and court transcripts.

In addition to analyzing primary legal texts, the study incorporates insights from academic literature and reference materials that focus on legal English and its unique grammatical characteristics.

The analysis follows a thematic organization, examining each major syntactic characteristic separately and illustrating its use through selected examples. Particular attention is paid to the structural differences between written and spoken legal English.

Results and Discussion

Legal language has distinctive features in terms of syntax that ordinary people find it difficult to understand because of its complexity. It is characterized by the frequent use of long and complex sentences that doublets, triplets, a lack of punctuation, unusual word order, repetition, extended noun phrases with multiple modifiers, prepositional phrases and both coordinate and subordinate clauses making legal documents difficult to comprehend. For example, in legal documents such as commercial bank forms and insurance agreements, sentences are often structured in a way including multiple clauses:

The applicant agrees to assume full responsibility for the genuineness or correctness and validity of all endorsements appearing on all instructions and further irrevocably and unconditionally accepts responsibility for any loss, claim (including third party claims) or damages whatsoever that may arise as a result of inputting wrong information/instruction or figures and in consequence agrees to hold the bank harmless and without liability for any loss the applicant may suffer as a result thereof and to indemnify the Bank on demand against all losses, cost (including legal cost), claims or damages suffered by the Bank in respect of same (excerpt from the terms and conditions of a commercial bank's local currency fund transfer form).

The provision for termination hereinafter appearing will at the cost of the borrower forthwith comply with the same after the payment of this premium at any time during the period of insurance stated in the schedule (excerpt from an insurance cover form) (Amadi, 2020; 32-33).

Crystal and Davy (1969) point out that legal documents often contain long, complex sentences and sometimes a whole legal statement is made in just one sentence. Despite this complexity, many legal sentences tend to follow a predictable logical pattern, usually like: *If X happens, then Y must follow*. This shows that legal duties or actions are typically tied to certain conditions that need to be fulfilled first.

Take this example from a life insurance policy:

If the policy has not been dealt with, it will be converted into a paid-up policy.

Even this fairly short sentence includes elements that specify conditions or exceptions, known as adverbials. These can appear in various forms:

Clauses: *when the policyholder applies*

Adverbs: *promptly*

Phrases: *within a reasonable period*

Such adverbials often come at the beginning of a sentence, but they can also appear in other parts of a sentence. For example:

If at the end of the year the policy has not been dealt with... (Durant & Leung, 2016; 56).

Upon such invitation being given the Council should immediately institute an inquiry into the circumstances of the dispute and recommend such action as may seem best and most effectual in the circumstances. (Treaty of Sevres) (Matevosyan, Azizyan, & Vanesyan, 2019; 112).

The complexity due to the use of complex sentences arises from the inclusion of multiple subordinate clauses, embedded words and phrases that provide extra details and numerous modifiers.

ARTICLE 7.

The seat of the League is established at Geneva. The Council may at any time decide that the seat of the League shall be established elsewhere. All positions under or in connection with the League, including the Secretariat, shall be open equally to men and women. Representatives of the Members of the League and officials of the League when engaged on the business of the League shall enjoy diplomatic privileges and immunities. The buildings and other property occupied by the League or its officials or by Representatives attending its meetings shall be inviolable. (Treaty of Sevres) (McKay & Charlton, 2005; 111-112).

Many syntactic features are more prominent in written legal documents than in spoken legal discourse which have distinct characteristics such as complexity, formality and specialized vocabulary. While spoken legal English contains legal terminology and style, it is generally simpler and closer to everyday English, making it easier for laypersons to understand, particularly in courtroom settings.

Spoken Legal English

Spoken legal English is mainly used in court trials and it involves presenting conflicting facts in an oral way. It follows a structured format:

Opening statement (e.g., “Clerk, read the charge to the accused”);

Presentation of evidence;

Closing arguments and verdict.

Lawyers (both defense and prosecution) use many interrogative sentences:

What did you see when you entered the kitchen? – (wh-questions)

Did you say you were alone that day? – (yes/no questions)

You said you were alone that day? – (indicative questions)

Witnesses, on the other hand, mostly use declarative sentences and simple Yes/No responses.

Moreover, in spoken legal English specific phrases are used in court in order to make it carefully structured:

I put it to you (used to challenge a witness);

Honourable court (a respectful way of referring to the court);

Objection overruled/sustained (judge’s response to objections);

As the court pleases (showing deference to the judge’s decision);

My lord (addressing senior judges) / *your honour* (addressing judges in general courts) / *worship* (addressing magistrates who deal with less serious crimes) (formal ways of addressing judges or magistrates);

May it please the court (used when addressing the court);

You may approach the bench (a judge’s instruction allowing lawyers to come to discuss);

Hear ye, hear ye, hear ye (a traditional phrase used to announce the beginning of a court session);

I do solemnly swear (oath taken by witnesses);

The truth, the whole truth, and nothing but the truth (oath wording);

Alleged (used to indicate something is not yet proven) (Amadi, 2020; 37).

The lack of punctuation

In written legal English, the one of the syntactic features is the frequent absence of punctuation. It originates from older legal drafting traditions, particularly in these legal documents such as conveyances, deeds, powers of attorney and policy agreements. Although the less use of punctuation introduces ambiguity leading to misinterpretations, lawyers historically believed that the meaning of legal documents should be conveyed strictly only through words.

Another reason for avoiding punctuation in legal documents is the possibility of adding punctuation deliberately after the document is finalized in order to change its meaning. Despite these historical reasons, punctuation is more commonly used in legal drafting to enhance clarity (Imhanobe, 2002) & (Amadi, 2020; 33). However, some legal documents still omit punctuation as

seen in the following example:

A missing Oxford comma in Maine's labor laws led to a \$10 million lawsuit by truck drivers against Oakhurst Dairy. The law stated that overtime rules did not apply to:

"The canning, processing, preserving, freezing, drying, marketing, storing, packing for shipment or distribution of perishable foods." Without a comma after "shipment," it was unclear whether "distribution of perishable foods" was exempt from overtime pay or if only "packing for shipment or distribution" was exempt. The court ruled in favor of the truck drivers, showing how missing punctuation can have major legal consequences. (Victor, 2017). "Lack of Oxford Comma Could Cost Maine Company Millions in Overtime Dispute." The New York Times.

Retrieved from <https://www.nytimes.com/2017/03/16/us/oxford-comma-lawsuit.html>.)

Nominalization

Nominalization, which is the use of noun forms instead of their verb forms, is another key feature of legal English. For example, instead of *to consider* legal English uses *to give consideration*, *to be in opposition* instead of *to oppose*, *to be in contravention* instead of *to contravene*, *to be in agreement* instead of *to agree*. In legal language, many nominalizations come from Law French, often formed by adding suffixes like *-al* (as in *try/trial*, *propose/proposal*) or *-er* (like *demur/demurrer*, *waive/waiver*). Verbs can also become nouns by adding *-ing*, forming gerunds – for instance, *Injuring the girl is unforgivable*.

Legal texts tend to be lengthy and rigid due to the way words are formed. Although some argue that legal language should be simplified using plain English, it is difficult to remove complex noun forms (nominalization) from legal writing. This is because legal professionals do not simply say *to arbitrate* but instead use *to go into arbitration*, as *arbitration* refers to a legally defined process with specific rules. (Amadi, 2020; 34). This reflects the strict grammatical structure and traditional nature of legal English. This is also characterized with verbosity which is the use of several words instead of a single one.

Legal writing frequently uses nominalizations. A sentence like *In the event of default in the payment of this obligation* could be made simpler as *If you fall behind and do not pay what you owe*. Phrases like *made assignment* instead of *assign* are typical. Other examples include *assumption of risk*, *will bar recovery of damage*, *failure of recollection*, and *after a consideration of*. These are common and serve particular functions in legal contexts.

Legal writers often use nominalizations to avoid mentioning the subject which makes legal rules applicable to anyone. For example, California's trespass laws use gerunds like *cutting down*, *destroying or carrying away* to describe actions without identifying specific people that the law is applied broadly.

However, this technique can also be used to obscure responsibility which is similar to the passive voice. Instead of clearly stating *the defendant injured the girl at 11:30 p.m.*, a lawyer might say *the girl's injury happened at 11:30 p.m.*, or even just *the injury happened at 11:30 p.m.*, not clearly stating who was responsible. Such use of language can be intentional, shifting focus away from the person at fault.

In other cases, nominalizations are simply used out of habit. For instance, the phrase *failure of recollection* is common could be more clearly stated as *people often forget things* which avoids unnecessary complexity.

Similarly, in credit agreements, phrases like *in the event of default by the buyer* use *default* as a noun. A clearer alternative would be *if the buyer defaults*, which conveys the same idea but in a more straightforward way (Chiu, 2021; 63-64).

Verbosity

One of the most criticized aspects of legal language is its excessive wordiness, known as verbosity. Verbosity refers to using more words than necessary in speech or writing. Legal drafters often rely on using wordy expressions, even though there are simpler alternatives. For instance, *although* is often replaced with *despite the fact that*. Legal writers are frequently criticized who

overuse words, making legal documents unnecessarily complex.

Example:

Verbose Expression	Exact Expression
Give consideration to	consider
Give goods to	delivery
At the time of his birth	when he was born
Have need of	need
Make provision for	provide (for)

The overuse of words further complicates legal documents, which are already difficult for laypersons to comprehend. The primary reason for verbosity in legal writing is caution that lawyers try to avoid ambiguities and loopholes. An American judge has said that “the legal mind finds magnetic attraction in redundancy and overkill.” (Coca Cola Bottling Co. v. Reeves. (n.d.). All Federation Weekly Law Reports, Part 4, 383–384.)

Verbose language is often found in legal grants of rights. For example, instead of simply stating that someone has the right to use paths and roads, the grantee is given “the full right to pass and repass on foot or with or without vehicles along and over the foot paths and roads respectively of the said estate”. (Jammu and Kashmir State Land Grants Act, 1960). Moreover, the use of prepositional phrases contributes to this wordiness. Instead of simpler words like *if*, *before*, and *after* legal documents often use longer expressions like *in the event that*, *prior to* and *subsequent to*. Similarly, *during the time that* instead of *during*, *until such time as* instead of *until*, *in order to* instead of *to* increase the complexity and contribute to wordiness (Durant & Leung, 2016; 77).

Legalistic Expressions	Ordinary Expressions
Adequate number of	Enough
Be empowered to	May
Be able to	Can
Abutting	Next
Per diem	Per day
In case	If
Previous to	Before
Pursuant to	In accordance with
Until such time as	Until
In order to	To
In the interest of	For
Per annum	Per year

Sir Matthew Hale, a former Chief Justice, humorously explained that clerks who drafted legal documents were paid per word, meaning longer pleadings led to higher earnings. This historical factor may have contributed to the tradition of verbosity in legal writing. Even today, lengthy legal documents remain common. In one case, a 2600-page legal pleading had to be condensed to just 360 pages. The judge criticized the original document for being contradictory, confusing and nearly impossible to understand.

Richard Wydick, an expert on legal language, supports clarity in legal writing. He suggests that lawyers, being cautious professionals, hesitate to replace old, redundant phrases since they have been effective in the past. Checking the validity of a new phrase takes time that lawyers value efficiency. However, Wydick argues that once a lawyer eliminates unnecessary verbosity, they will benefit from

clearer communication throughout their career.

The use of pronouns

In wills and testaments, the use of the second-person(you) pronoun is avoided.

Instead, the first-person pronoun (I) is used since the document does not directly address or command the inheritors. For example:

This is the last will and testament of Mr.XYZ. I Mr.XYZ hereby bequeath my property known as and situate at No. AB Azikiwe Road, Aba to my first son James XYZ.

In the witness attestation section of wills and testaments, third-person or second-person pronouns are not used. Instead, nouns or noun phrases are preferred:

As at the date of Mr XYZ's signature above, Mr XYZ declared to us, the undersigned witnesses that the foregoing Last Will and Testament consisting of seventy (70) pages including this page expresses Mr XYZ's true and sincerest wishes and will. Mr XYZ signed this Last Will and Testament in our presence and then we signed this Last Will and Testament in Mr XYZ's presence and in the presence of each other at the address shown immediately above Mr XYZ's signature (Amadi, 2020; 35).

Anaphora

In legal documents, there is also less use of anaphora (the use of pronouns to refer to previously mentioned ideas). Instead, legal texts frequently repeat nouns and noun phrases to avoid ambiguity. Pronouns such as *it*, which are commonly used in other types of writing for referencing, in legal English it appears only in fixed expressions like *it is agreed as follows* where *it* does not refer to any specific noun but serves as a grammatical placeholder.

Indefinite pronouns like *everyone*, *everybody* and *every person* are used when a law applies universally and *no one* or *nobody* is used in prohibitions to emphasize impartiality. However, such generalization often create vagueness:

Be it known that by this notice/order everybody is prohibited from having anything to do with the property known as and called No. TYK Azikiwe Road, Aba as same is the subject matter of a pending suit (Amadi, 2020; 36).

Circumlocution

Circumlocution is another feature seen in legal syntax. According to Oxford Learner's Dictionary, circumlocution is the use of more words than are necessary, instead of speaking or writing in a clear, direct way. Circumlocution leads a person to avoid direct references and encourages the use of scholarly language and lengthy sentences, resulting in an indirect way of expressing ideas. In legal language, circumlocution appears in phrases like *guardians of law* instead of simply saying *police* or *pillars of justice* instead of *judges* (Sabnis, 2017; 82).

Negatives

Furthermore, legal writing often uses too many negatives. This is because laws mostly focus on what people cannot do rather than what they can do. For example, in the Ten Commandments, most rules start with *Thou shalt not*, showing a preference for negative wording.

Negative words are not just *not* or *never* but also include prefixes like *mis-* in *misstate* and *un-* in *unusual*. Words like *deny*, *forbid*, *except* and *unless* also have negative meanings. Judges also prefer to give negative orders instead of positive orders. In fact, if a positive order is appealed, it is paused, but a negative order stays in effect (*Agricultural Labor Relations Bd. v. Superior Court*, 1983. (1983). *All Federation Weekly Law Reports*, Part 395, 485–486). (Chiu, 2021; 64–65).

There is also the frequent use of the word *any* in legal texts. It often appears so much that it might seem overused, but this is intentional that it is used to eliminate ambiguity and ensure the sentence includes all possible cases or situations.

Nevertheless, in the event of Turkey failing to observe faithfully the provisions of the present Treaty, or of any treaties or conventions supplementary thereto, particularly as regards the protection of the rights of racial, religious, or linguistic minorities, the Allies Powers expressly reserve the right to modify the above provisions, and Turkey hereby agrees to accept any dispositions which may be

taken in this connection. (Treaty of Sevres)

While a single negative in a sentence is manageable, multiple negatives can make comprehension difficult. In Standard English, double negatives typically cancel each other out, making the meaning unclear. When readers encounter one negative word, they expect the sentence to remain negative, but additional negatives force them to reinterpret its meaning. More than two negatives in a sentence can make it extremely difficult to understand. For example, a California jury instruction contains *innocent misrecollection is not uncommon*, which has three negatives in just five words. Too many negatives make legal texts complicated and difficult to comprehend.

The separation of auxiliary verbs from main verbs

In legal writing, auxiliary verbs are often separated from main verbs which makes sentences difficult to understand. For example:

(a) ... the vendor if called upon to do so *will* at the request of the purchaser or any person deriving title under him, *do* all lawful assurances ...

(b) The Insured *shall* within fourteen days of the loss or damage coming to his knowledge and at his own expense *deliver* to the company a claim in writing

containing as particular an account as may be reasonably practicable (Sabnis, 2017; 87).

Because of this word order, legal texts become more complicated.

There has been a continuous effort to make legal English easier to understand. The Plain English Campaign argues that removing old-fashioned words, simplifying sentence structures and using more punctuation would make legal texts clearer for everyone. They believe this would save time, reduce stress and costs, and even make lawyers' work easier.

However, some legal experts believe that legal English is complex for a reason. They argue that its structure has been developed over centuries to ensure clarity, accuracy and reliability in interpreting laws and resolving disputes. According to them, keeping consistency in legal language is more important than making it simple for the general public to understand.

Although Plain English is slowly being introduced into legal writing, the traditional style remains strong. Lawyers still prefer using legal language to maintain their professional identity and to ensure that they are seen as experts in lawmaking, interpreting rules and handling legal disputes. As a result, despite some efforts to simplify legal English, many of its complex features continue to exist. For example, legal documents still include technical and old-fashioned language as seen in phrases like:

'Whether on principles of ubi jus ubi remedium the trial Judge was correct in not awarding damages to the appellants against the respondents.' (Amadi, 2020; 39).

Passive constructions

In legal writing, the use of passive constructions is both traditional and still seen. For example, British and U.S. enactment clauses begin with passive constructions like *Be it enacted by the Queen's most Excellent Majesty* or *Be it enacted by the Senate and House of Representatives of the United States*. These clauses are impersonal and passive voice is used to avoid specifying who is performing the action.

An example from the Fifth Amendment of the U.S. Constitution shows passive voice: *Nor shall any person be subject for the same offence to be twice put in jeopardy*, where the agent performing the action (such as the government) is implied rather than stated directly. Similarly, in jury instructions, phrases like *You are instructed that...* or *The witness should not be discredited* use passive constructions without specifying who should perform the action.

Legal texts often use the passive voice to shift attention away from the person or entity performing the action. The subject of an action is usually left out or mentioned later using a phrase like *by someone*. This style creates a more neutral and impersonal tone giving the writing a more formal and generalized tone. In addition, the passive structure improves the flow of sentences by introducing familiar information first and placing new or important details later which aligns with how readers naturally process information.

While passive voice is sometimes justified for clarity and to maintain objectivity, it also serves to obscure or downplay the identity of the actor, especially in legal contexts where the actor may be intentionally

hidden. For instance, instead of saying *The defendant injured the victim*, a passive construction might present *The victim was injured*, omitting the defendant's identity. This use of passive voice can be seen as a technique for confusion in legal cases, particularly when lawyers want to minimize the responsibility of their client.

Statistical data shows that statutes often contain many more passive constructions than active ones, suggesting that legislators prefer this style to make their commands seem more objective and authoritative. For example, in legal orders or judgments, the passive voice is frequently used to avoid first-person language and to make the action seem as though it comes from an impartial source: *It is ordered...*, rather than *I order*.

However, passive voice is less common in contracts, where it is important to specify exactly who is responsible for actions. For example, in a publishing agreement, active voice is used to clarify the duties of the author and publisher. Passive constructions might only appear in uncertain contexts, like specifying which laws will govern the contract that the actor (the one interpreting the law) is unclear.

The passive voice also has a habitual presence in legal texts, contributing to their complexity and imprecision. For example, a jury instruction might say, *You must never speculate to be true any insinuation suggested by a question asked a witness* which is difficult to follow due to its passive constructions. Even the U.S. Supreme Court has pointed out that using passive voice in statutes can make it hard to determine who is responsible for required actions, leading to confusion about the statute's meaning (Durant & Leung, 2016; 58-62).

The use of modal auxiliaries

Another common feature of legal language is the use of the modal verbs *shall* and *will*. In everyday conversation, *will* is used more frequently than *shall*. However, in legal writing, both are used quite often to indicate actions that will happen in the future. *Shall* is especially used when emphasizing that a future action is mandatory or required. Legal documents contain many examples of this usage.

ARTICLE 26.

Amendments to this Covenant will take effect when ratified by the Members of the League whose representatives compose the Council and by a majority of the Members of the League whose Representatives compose the Assembly. No such amendment shall bind any Member of the League which signifies its dissent therefrom, but in that case it shall cease to be a Member of the League. (Treaty of Sevres)

The first use of *will* refers to something that will happen in the future whereas the two instances of *shall* indicate that there is a required or mandatory action (Matevosyan, Azizyan, & Vanesyan, 2019; 112).

Modal verbs in legal English express the speaker's or writer's attitude, perspective or judgment regarding the action or subject in a sentence. They are used to give directions, indicate possibilities, express possibilities or specify conditions and requirements. For instance, in injunction orders, modals such as *must* and *may* are used to clearly define what actions the Respondent is obligated or permitted to take or refrain from taking.

Commonly used modal verbs in legal contexts include: *must, can, should, could, may, might, will, would, and shall*.

Each modal conveys a specific legal function (McKay & Charlton, 2005; 65):

Obligation: *must, shall*

Ability: *can, should*

Probability: *will, may, might*

Permission: *may, can*

Suggestion: *should*

Request: *would, might*

Conditional sentences

Conditional sentences are commonly used in legal English, particularly during settlement discussions. For example, in the sentence *If you pay within 14 days, Mr. Salleh will accept £100,000 in full and final settlement*, the present tense follows *if*, while the second clause includes *will*, indicating that the offer depends on timely payment.

They are also used to issue warnings, such as: *If you do not accept this offer, we will proceed to court*. In more formal communication, *should* often replaces *if* to add politeness as seen in: *Should*

you encounter any further difficulties, please inform me. Similarly, *should* can replace *would* to keep a professional tone: *I should also make clear that this offer is conditional upon early acceptance.*

In formal legal language, the structure *were* + *to*-infinitive may substitute *if* clauses as in: *If we were to make an offer, there would have to be some assurance of confidentiality.* This can also be rephrased by inverting the sentence and omitting *if*: *Were we to make an offer, there would have to be some assurance...*

Legal writing also uses various conditional conjunctions such as *unless*, *until*, *although*, *provided that*, *on condition that*, and *in order that*. For instance: *We wouldn't make an offer unless there was an assurance of confidentiality.*

Finally, modal verbs are often employed to express possibility rather than certainty. For example: *If you can assure us of confidentiality, we may put forward an offer* (McKay & Charlton, 2005; 43-44).

In legal writing, the definite article *the* is not commonly used as a determiner. Instead, legal texts tend to use the demonstrative pronoun *this* more frequently for that purpose. This use specifies particular items or actions with greater clarity which is important in legal contexts that precision is essential.

Another important feature that adds coherence to legal documents is the use of conjunctives that words which connect ideas. At the coordination level, the most commonly used conjunctions are *and* and *or*. In terms of subordination level, legal texts often rely on conjunctions like *if*, *when*, *unless*, *that* and *which* to link dependent clauses and express conditions, exceptions or clarifications.

In conclusion, legal English remains a specialized and complex form of language, shaped by centuries of legal tradition. Its distinct syntactic features, such as long sentences, nominalization, verbosity, circumlocution and a lack of punctuation, an excessive amount of negatives, the separation between auxiliary and main verbs, contribute to its difficulty for laypersons. While spoken legal English is generally more accessible, written legal texts prioritize precision, consistency and formality to avoid misinterpretation.

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