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COMPATIBILITY OF SYNTACTIC FEATURES OF LEGAL ENGLISH AND PLAIN ENGLISH

Anotacija

Straipsnyje analizuojama teisinio teksto specifika ir supaprastintosios kalbos principų taikymo dalykiniams tekstams galimybės. Nagrinėjamas kalbos sintaksinių raiškos priemonių konkurentų suderinamumas, keičiant teisinę kalbą į supaprastintąją. Tuo tikslu, (1) analizuojamas dalykinio (teisinio) stiliaus savitumas ir sintaksinės ypatybės, ribojančios teksto suvokimą; (2) tiriamos supaprastintosios kalbos stilistinės ypatybės ir kalbos išraiškos priemonės; (3) analizuojama teisei ir supaprastintajai kalbai keliamų reikalavimų atitiktis. Tyrimas pagrįstas Lisabonos sutarties teksto analize. Tyrimo rezultatai atskleidžia, kad nors formalūs reikalavimai teisei ir supaprastintajai kalboms yra panašūs, šių dviejų kalbų raiškos priemonės skiriasi iš esmės. Vis dėlto tam tikrus dalykinio stiliaus sudėtingos sintaksės atvejus įmanoma perteikti supaprastintosios kalbos raiškos priemonių išgalėmis.

PAGRINDINIAI ŽODŽIAI: teisinė (anglų) kalba, supaprastintoji (anglų) kalba, sintaksinės ypatybės.

Abstract

The research explores the compatibility of syntactic characteristics of legal English and plain English. The paper analyses the competition of linguistic means of expression between plain English and legal English. To this end, the paper (1) explores the characteristics of legal writing and identifies syntactic features that cause comprehension problems; (2) analyses syntactic features and means of expression of plain English; (3) investigates the compatibility of the requirements for plain English with the characteristics of legal English. The research is based on the Treaty of Lisbon. The findings prove that although formal requirements for legal English are compatible with the requirements for plain English, there is a great difference between the means of expression of the two variations. Nevertheless, plain English principles allow appropriate user-friendly syntactic competitors for most complicated cases of syntax in legal writing.

KEY WORDS: legal (English) language, plain (English) language, syntactic features.

DOI: <http://dx.doi.org/10.15181/rh.v0i16.1010>

Introduction

The need for plain language is triggered by the miscommunication between legal professionals – lawyers – and non-professionals – common citizens. Legal language used all around the world and deemed to be the most popular language among legislators in the EP, causes comprehension difficulties for those interested in the EU affairs. One of the linguistic features adding to the specificity of legal language includes its complicated syntax. Typically, the specificity of legal writing encompasses precision, clarity of expression, avoidance of any unnecessary elements (Gibbons et al. 2004, Rudnickaitė 2012, Mattila 2006, 2013, etc.). To this end, plain language principles, which presuppose legal language to be “simple and comprehensible, while ensuring that the legal language continues to perform its task of being as explicit and watertight as possible” (Gibbons et al. 2004) – seem to be compatible with the main requirements for legal writing – to be *clear*, *consistent* and *logical*. However, here we face a paradoxical situation: precision in legal writing leads to *over-precision*, resulting in long-winded sentences *full of unnecessary elements* and *lack of clarity of expression*. Thus, as Mellinkoff (1983) puts it in his publication *The Myth of Precision and the Law Dictionary*, precision of legal language is merely a myth. Although formal requirements for legal English seem similar to the requirements for plain English, there is a great difference between the two variations of English in real life.

To this end, the purpose of the research is to analyse the compatibility of syntactic features of *legal English* and *plain English*.

The tasks:

- 1) to explore the characteristics of legal English and to identify the syntactic features which cause difficulties in understanding a legal text, as well as to analyse the reasons for their prevalence;
- 2) to analyse syntactic features and means of expression of plain English;
- 3) to analyse the compatibility of the requirements for plain English with the characteristics of legal English; and
- 4) to identify appropriate syntactic competitors in plain English for the complicated syntactic structures of legal English.

The methods of the research include:

- scientific literature analysis – to analyse the characteristic features of plain English as opposed to legal English;
- comparative analysis – to analyse the syntactic features and means of expression of legal English and plain English, as well as the reasons for their prevalence;
- trend analysis – to spot the tendencies of prevalence of legal English and plain English in official communication;
- exemplification method – to study syntactic features of legal writing so as to exemplify their occurrences in the Treaty of Lisbon.

The object of the current research – syntactic units featuring specific style of legal writing, based on the Treaty of Lisbon.

The relevance of the research: identification of the features of legal English that hinder the reader's perception on the basis of an internationally-binding legal act – Treaty of Lisbon, where the focus is placed on the syntactic competitors in plain English. This competition ensures a much friendlier expert-to-layman communication as a means to ensure the accessibility of legal texts to the general public.

Concepts and concerns of legal English

Legal English – also referred to as *legalese* – is approached in a few ways. The term *legal English*, defined by Mellinkoff (1963) as “distinctive words, meanings, phrases, and modes of expression”¹ or as “the specialized vari-

¹ Richard Nordquist. About.com Guide <http://grammar.about.com/od/il/g/Legal-English.htm> [viewed: 24 March 2013].

ety (or occupational register) of the English language used by lawyers and in legal documents”², is approached rather neutrally. Meanwhile, the term *legalese* is “generally used as a pejorative term for written forms of legal English” (ibid.). Thus it might seem that *legal English* is a neutral term, and the term *legalese* carries a negative connotation. However, Collins English Dictionary defines *legalese* as “the conventional language in which legal documents, etc. are written”³ (which is rather neutral); meanwhile Collins American English Dictionary extends the definition by defining *legalese* as “the conventional language of legal forms, documents, etc., involving special vocabulary and formulations, often thought of as abstruse and incomprehensible to the layman”⁴; elsewhere the term is defined as a language “containing an excessive amount of legal terminology or of legal jargon”⁵, or even as a “slang for the sometimes arcane, convoluted and specialized jargon of lawyers and legal scholars”⁶ (which is obviously negative). To this end, we will assume that both terms – *legal English* and *legalese* – share the same common definition and have either neutral or, more often, negative implications, and are generally understood as terms used when speaking about *conventional language used in legal documents containing an excessive amount of legal terminology*.

Specificity of legal writing features foreignisms, verbosity, nominalizations, embedded clauses, passive verbs, long-winded sentences, etc. In addition, legal language has specific requirements for *precision* (texts must be precise and easy to read); *clarity of expression* (easily understandable and unequivocal); *avoidance of unnecessary elements* (sentences must be simple, clearly structured, without unnecessary elements) (Gibbons et al. 2004, Rudnickaitė 2012, Mattila 2006, 2013, etc.).

Nowadays, researchers claim that many aspects of legal style serve little function in modern world, because “ambiguity routinely lurks within traditional, legalistic language” (Garner 2009, 296). Lawyers, however, seem

² Richard Nordquist. About.com Guide <http://grammar.about.com/od/il/g/Legalese.htm> [viewed: 24 March 2013].

³ Collins English Dictionary <http://www.collinsdictionary.com/dictionary/english/legalese> [viewed: 24 March 2013].

⁴ Collins American English Dictionary <http://www.collinsdictionary.com/dictionary/american/legalese> [viewed: 24 March 2013].

⁵ Dictionay.com <http://dictionary.reference.com/browse/legalese> [viewed: 24 March 2013].

⁶ Legal Dictionary Law.com <http://dictionary.law.com/Default.aspx?selected=1131> [viewed: 24 March 2013].

to stay irresistible to changes. Looking deeper into the problem, Tiersma (2000, 2010) observes a few reasons for prevalence of specific features of legalese in legal writing. One of the most obvious reasons is *formality* of language, as legal language striving toward great formality “naturally gravitates towards archaic language” (Tiersma 2000, 95). Moreover, archaic words and forms reflect *dignity and solemnity* of the profession. It seems natural that if legal terminology has been preserved over centuries, it deserves great respect. Furthermore, veneration to authoritative texts shares common grounds with *religion*, and therefore the sacredness of Holy texts causes problems for translators if trying to update them to modern times. Lawyers, likewise, show great respect to the original Constitution, which is, undoubtedly authoritative and thus influential on contemporary legal English. *Safety and convenience* is yet another reason for retaining legalese, as judges continue reading the same outworn phrases despite the fact that even the native speakers of English find it problematic to perceive what goes on in court. The lawyers use this kind of ‘insider language’ (Garner 2009, 310), because it is safe and convenient for them. And finally, this ‘safe and convenient’ language helps to preserve lawyers’ *monopoly*: ordinary people, facing difficulties when trying to understand legal texts, are inclined to seek advice of lawyers. Undoubtedly, lawyers themselves are very reluctant to admit that obvious reason. But to prove his point, Tiersma, quoting Mellinkoff, states that there is no a “better way of preserving a professional monopoly than by locking up your trade secrets in the safe of an unknown tongue” (Tiersma 2000, 28).

Syntactic features of legal English (based on the Treaty of Lisbon)

Traditionally, linguistic features of legalese are divided into three major categories: *lexical*, *syntactic* and *discourse* (Damova 2007). This paper, however, is exclusively focusing on the syntactic features, though the boundaries between all of these categories are not always clear, e.g., nominalization and binomials (or multinomials) can be treated from both lexical and syntactic standpoints, meanwhile syntactic features in some cases overlap with the discourse features as in the case with anaphora.

Furthermore, just as the boundaries between the categories of the linguistic features of legal English are not always clear, there is no single

classification of the very syntactic features of legalese. The authors of the paper accept the syntactic features of legal English singled out by Damova (2007), supplementing the list with some features provided by Paredes and Sanchez⁷ to consider them at some length and illustrate by examples taken from the Treaty of Lisbon, yet without giving an exhaustive list of all the possible syntactic items found in the Treaty.

Thus, syntactic features, which are the most distinctive ones of legal English and account for many difficulties of lay persons in comprehending them (Damova 2007, quoted Danet), include: nominalization, passives, negatives, sentence length and overall grammatical complexity (embedding, pre-positioning of case descriptions, lack of punctuation, parataxis), binomials, whiz deletion, conditionals, prepositional phrases, unique determiners, impersonality, inversion, repetition of terms, expressions and syntactic constructions, and unusual anaphora.

Numerous examples of *nominalization* – nouns constructed from verbs – usually adding *-age* (e.g. *storage (of information), passage, heritage*), *-tion* (e.g. *allocation, determination, limitations, coordination, cooperation, collection, detection, adoption*, etc.), or *-ment* (e.g. *(should contain some) assessment*) found in the Treaty indicate a highly nominal character of legalese contributing to dense, self-contained writing.

Another syntactic feature widely used in formal documents, including the text analysed, is *passive structures* which are meant not only to assign obligations, or impose conditions (e.g. *procedure to be adopted, principles are to be interpreted, countries are to be considered, budget is to be implemented*, etc.), but also add to the degree of formality. There are also cases of old passive structures which are one of the factors contributing to tortuous syntax (e.g. *(the qualified majority) shall be deemed attained*).

Negatives (esp. multiple negatives) are also common in legal English. They are not expressed only by ‘not’, ‘never’ but most frequently by adding the terms like ‘unless’, ‘except’ or by prefixes *-un*, *-in*, etc. (e.g. *...unless the European Council, acting unanimously, decides..., Except where the Treaties provide otherwise, decisions...*).

⁷ Pascual Francisco Perez Paredes, Moises Almela Sanchez. *Introducing Legal English* [viewed: 24 March 2013. Internet access: <http://ocw.um.es/cc.-juridicas/metodologia-interpretacion-y-argumentacion-para-la/material-de-clase-1/theme1.pdf>].

Sentence length and overall grammatical complexity are determined by the specificity of legal documents where sentences can stretch over several lines, constitute one whole paragraph, and it is not an exception that a whole document can consist of one sentence only (Damova 2007). Complete sentences containing both coordinate and subordinate clauses are characteristic of legal English, and instances of embedding (e.g. The tasks referred to in Article 28 A(1), *in the course of which the Union may use civilian and military means*, shall include..., etc.), pre-positioning of case descriptions (e.g. *When the agenda so requires*, the members of the European Council may decide each to be assisted by a minister and, *in the case of the President of the Commission*, by a member of the Commission), or consecutive use of conjunctions (e.g. ...the Union shall act only *if and insofar as* the objectives...) are also common. Since it is very rare for a rule of law to be of universal application, to avoid ambiguities, legislative statements often begin with rather long initial case descriptions specifying to what the rule applies or with qualificational insertions placed next to the word they qualify, even at the cost of making the sentence awkward and difficult to understand; whereas in any other genre so conflated sections of language would be very likely to appear as separate sentences (Paredes, Sanchez).

Little punctuation and overuse of *that*, which are listed by the above mentioned scholars as factors contributing to tortuous syntax of legalese, are not so prominent in the Treaty, on the contrary, long, embedded sentences are highly punctuated (e.g. *The Union's action on the international scene, pursuant to this Chapter, shall be guided by the principles, shall pursue the objectives of, and be conducted in accordance with, the general provisions laid down in Chapter 1.*).

Binomial and multinomial expressions are a sequence of two or more words or phrases belonging to the same grammatical category, having some semantic relationship and joined by some syntactic device (ibid.) (e.g. *in good and due form, if and insofar as*). According to Gustafsson (2009), binomials are a style marker in legal language where they appear 4–5 times more often than in other prose texts, and besides the functions of technical accuracy, precision and unambiguity, as well as end-weight in a sentence, they might also serve no specific purpose.

Whiz deletion, the omission of the *wh*-forms plus some forms of the verb *to be*, is also ample in the Treaty, e.g. [*which is*] hereinafter referred

to as “the Treaties”, [*which is*] hereinafter ‘the Decision’, within the limits [*which are*] hereinafter laid down, etc.

Conditionals, especially complex conditionals, in sentences starting with *if* or *in the event of*, *in case*, are widely used in the Treaty, for example, to specify to whom or when the rules or terms are applied (e.g. *in the event of resignation, if he does not obtain, in case of the absence*, etc.)

Legal English is high in incidence of *prepositional phrases* (Prep. + Noun + Prep (e.g. *for the purpose of, in accordance with, subject to, by virtue of, without prejudice to, in compliance with*, etc.), and *phrasal verbs* (e.g. *enter into force, called upon to adopt*, etc.). Prepositional phrases can string out one after another, often being misplaced (Damova 2007, quoted Danet). Furthermore, together with embedding, prepositional phrases, likewise binomial expressions, create syntactic discontinuities which are rarely encountered in any other genre and which cause difficulties for non-specialist readers. For example, *shall be subject as a body to a vote of consent* illustrates a discontinuous prepositional phrase; while *by a minister and, in the case of the President of the Commission, by a member* features a discontinuous binomial phrase.

Unique determiners (e.g. *such* and *said*) are used in a way specific only for the legal language to mean *this, the, the particular, the one that is being concerned and no other* (e.g. *the said Committees, such assets*, etc.).

Legal documents are usually written in the third person to maintain their formal style (e.g. *The Union shall pursue its objectives*, etc.).

Inversion is yet another syntactic feature of legal documents. There is no single clear reason for the use of unusual word order, but the influence of French grammatical structures is viewed as a contributory factor (Nawaz et al. 2013, 226) (e.g. within the limits *hereinafter laid down*, from which *have developed the universal values*, etc.).

Similarly to *little punctuation*, a syntactic feature characteristic of legalese (though not prevailing in the Treaty), which arose from a widespread belief among lawyers that punctuation was unimportant, and that the meaning of legal documents was hiding only in the meanings of the words (ibid.), *parataxis* (a term used for phrases or clauses arranged independently: a coordinate, rather than a subordinate construction⁸) also aims

⁸ Richard Nordquist. About.com Guide <http://grammar.about.com/od/pq/g/parataxis-term.htm> [viewed: 11 August 2013]

at factuality, objectivity. Paredes and Sanchez hold a view that “connectors such as *hence*, *consequently* or *that is* are perceived as too subjective, too influential on the reader’s opinion”, thus legal documents are likely to be devoid of them (e.g. *The Union shall establish... It shall work... It shall promote... It shall combat... It shall promote... among Member States. It shall respect...*, etc.). When phrases, clauses or sentences are linked in a relationship of equality, such a relationship is paratactic. The latter example illustrates an equal status between the sentences.

Repetition of terms, expressions and syntactic constructions is yet another syntactic feature distinctive of legal English (e.g. *The Treaties may be amended in accordance with an ordinary revision procedure. They may also be amended in accordance with simplified revision procedures.*). Parallel structures equalized by parataxis seem to invite repetitive openings, *anaphora*, which is seen as a discourse feature, and thus is excluded from the paper.

As it was mentioned at the beginning of the chapter, there are no clear boundaries between the categories of linguistic features of legal English. On the one hand some syntactic features (e.g. nominalization and binomial or multinomial expressions) can be treated as lexical if analysed separately; on the other hand, they overlap with discourse features if analysed in segments larger than a sentence (e.g. repetition of terms, expressions and syntactic constructions).

Although the Treaty of Lisbon could not be strongly criticized for obscurity of expression, still there are instances of tortuous syntax that are seen as requiring adequate reader-friendly competitors in plain English. Hence, to facilitate perception, to avoid awkward, dense sentences in legal writing, and to clearly communicate the intended message the following cases are to be addressed in the first place: *nominalization*, *passive structures*, *complex prepositional phrases*, *binomials* (especially those whose both elements are synonymous), and *long-winded sentences*.

Concepts and concerns of plain English

Plain English (or *plain language*) is known as a communication style that emphasizes *clarity*, *brevity* and *avoidance of technical language* (esp. when speaking about official communication, including laws). The *intention* here is to write in a manner that is easily *perceived by general public*: appropriate to the level of their skills and knowledge, clear and direct, free

of clichés and unnecessary jargon which results in the language that is excessively hard to understand to general readers, namely, *gobbledygook*⁹. The problem here is that “professionals stick to their technical terminology even in interaction with laymen as they are rarely trained to verbally leave their special area of focus in order to communicate with the unknowing public outside their field” (Schneiderei 2004).

In England, the *Plain English Campaign* has been found to fight for crystal-clear communication since 1979, directed against gobbledygook, jargon and misleading public information. The campaigners have achieved so much that currently we have *laws and regulations against gobbledygook* issued in many states of the US, Canada, Australia, Britain and whole of the EU (Asprey 2003). The Plain English Campaign, initially seen as a part of the consumer movement, afterwards reached the spheres of business, medicine and the law. For centuries, lawyers when choosing legal words or expressions were concerned only about the *secondary audience* – other *lawyers*. But currently, evaluating the issue from the plain English perspective, the *client* – the *primary audience* – has to be equally able to understand the document.

The generally accepted principles of plain English¹⁰ in relation to syntax include the following:

- *Keep your sentences short.* The average sentence length is 15–20 (at most 30) words. Sentences include one or two clauses, all abundant words and phrases are removed.
- *Prefer active verbs.* Active verbs comprise about 80–90% of all verbs. The preference is given to the subject-verb-object structure, though; there are cases when it is more appropriate to use a passive structure (to make something less hostile, to avoid blaming somebody, if the subject is not known, etc.). Passive word order is reversed (object-verb-subject) and additional words are needed, what makes writing long-winded and less lively.
- *Avoid nominalization.* It is often used instead of verbs. Like passive verbs, too many of them make writing dull and heavy-going.

Following the principles of plain English above, writing becomes beneficial for writers and readers alike because a text becomes faster to write

⁹ Plain English Campaign <http://www.plainenglish.co.uk> [viewed: 12 April 2013].

¹⁰ Plain English Campaign <http://www.plainenglish.co.uk> [viewed: 12 April 2013].

and faster to read, meanwhile the message is carried across easily and in a much friendlier manner.

The Table below exemplifies reader-friendly syntactic competitors of plain English to substitute the cases found in the Treaty of Lisbon.

Table

Legal English vs. plain English (based on the Treaty of Lisbon)

LEGAL ENGLISH	PLAIN ENGLISH
<i>Prepositional phrases</i>	
<i>pursuant to</i> paragraph 4	<i>under</i> paragraph 4
<i>within the framework of</i> this Treaty	<i>under</i> this Treaty
<i>Long-winded sentences</i>	
<i>In accordance with</i> Article 16 B of the Treaty on the Functioning of the European Union <i>and by way of derogation from</i> paragraph 2 <i>thereof</i> , the Council <i>shall adopt a decision</i> laying down the rules <i>relating to the protection of</i> individuals <i>with regard to the processing of</i> personal data by the Member States when carrying out activities which fall within the scope of this Chapter, and the rules relating to the free movement of such data.	<i>Under</i> the Article 16 B of the Treaty on the Functioning of the European Union, <i>excluding</i> paragraph 2, the Council <i>decides</i> to lay down the rules <i>to protect</i> individuals when the Member States, acting within the scope of this Chapter, <i>process</i> personal data. The Council also lays down the rules on the free movement of such data.
<i>Binomials</i>	
Who, having exchanged their full powers, found <i>in good and due</i> form [...]	Who, having exchanged their full powers, found <i>in due</i> form [...]
It shall determine the <i>terms and conditions</i> for [...]	It shall determine the <i>conditions</i> for [...]
<i>Passive structures</i>	
objectives of this programme [...] <i>have been considered and approved</i> by organizations	organizations <i>have considered and approved</i> the objectives of this programme [...]
it <i>has been approved</i> by the Member States	the Member States <i>have approved</i> it
<i>Nominalization</i>	
should <i>contain</i> some <i>assessment</i>	should <i>assess</i>
<i>the collection, storage, processing, analysis and exchange of</i> relevant information	<i>to collect, store, process, analyse and exchange</i> relevant information
carry out <i>activities</i> / <i>taken into consideration</i>	to <i>act</i> / <i>considered</i>

The analysis of syntactic features found in the Treaty of Lisbon allows drawing certain conclusions in terms of compatibility of legal English and plain English because adequate syntactic competitors can be found for many of the complicated syntactic cases of legal English.

The analysis of the syntactic features of plain English and legal English, as well as similar requirements for both of the stylistic variations discussed above, prove to be compatible. In many cases the syntactic features act as replaceable syntactic competitors in plain English and legal English, retaining very much the same meaning in both stylistic variations. However, though the first steps prove to be successful in transfer from legalese to a much friendlier communication style in plain language, still more comprehensive studies need to be carried out in this field.

Summarising notes

Many English documents of present legal importance display syntactic features which make it difficult to read and understand legal writing. This is exemplified by the analysis of the Treaty of Lisbon.

The most frequent syntactic features of legal writing, which obstruct perception, include: *nominalization, passive forms, complex prepositional phrases, binomials, long-winded sentences*. Many if not all of these features are capable of having reader-friendly syntactic competitors in plain language, which aim at clear expert-to-layman communication: precise, vigorous, void of unnecessary words, anachronisms and legal jargon.

All the complex grammatical structures, verbosity, etc. neither enhance precision nor add clarity to the legal text, but legal writing with its peculiar style still persists. The main reasons for retaining specific features of legalese include: *formality, dignity and solemnity, convenience and safety*. However, tradition alone cannot justify the use of anachronisms, thus the principles of plain English are applied worldwide to official documentation, pervading the sphere of law.

Plain English aims at writing from the viewpoint of the reader: *precisely, vigorously, eliminating unnecessary words, avoiding anachronisms and legal jargon*. Thus the formal requirements for legal English are compatible with the requirements for plain English: *precision, clarity of expression, avoidance of unnecessary elements*. However, the actual situation in legal writing shows that precision often leads to over-precision, resulting in

long-winded sentences full of unnecessary elements and lack of clarity of expression.

Nevertheless, there is a way out of this paradoxical situation: to look for syntactic competitors to replace the passive structures by active structures; to use shorter sentences instead of their long-winded equivalents; to replace complex prepositional phrases by their short and simple syntactic competitors; to replace binomials in the cases where both components of the binomial phrase carry the same meaning by their monomial competitors; and to avoid nominalization by finding appropriate syntactic competitors to substitute verbs for nouns. Following these recommendations legal texts would appear to be more communicative and reader-friendly.

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TEISINĖS IR SUPAPRASTINTOSIOS KALBOS SINTAKSINIŲ YPATYBIŲ SUDERINAMUMAS

Santrauka

Teisinė kalba kelia sunkumų dėl jos specifinių dalykinio (teisinio) stiliaus ypatybių. Teisinėje kalboje gausu sudėtingų frazinių veiksmažodžių, dvinarių (daugianarių) konstrukcijų, ilgų įterptinių sakinių, pasyvinių konstrukcijų ir kt. kalbos suvokimą apsunkinančių sintaksinių ypatybių.

Vis dėlto teisinei kalbai yra keliami griežti reikalavimai: kalba turi būti aiški, nedviprasmiška, glausta, tiksli ir pan. (Gibbons et al. 2004, Rudnickaitė 2012, Mattila 2006, 2013, etc.). Vadinasi, tokių reikalavimų laikymasis turėtų užtikrinti teisinės kalbos paprastumą, aiškumą, tikslumą, tačiau taip nėra. Paradoksalu, bet perdėtas tikslumas teisinėje kalboje neretai veda prie daugiažodžiavimo, todėl sakiniai tampa gremėzdiškai ilgi, o tai trukdo

sklandžiai ir aiškiai reikšti mintį. Ne veltui D. Mellinkoffas (1983) teigia, kad teisinės kalbos aiškumas tėra mitas. Visa tai suponuoja šio straipsnio problematiką – bandymą suderinti griežtus reikalavimus teisinei kalbai ir tuo pat metu užtikrinti kalbos aiškumą eiliniam jos vartotojui, kuris neretai neturi nieko bendra su teisine profesija.

Straipsnyje keliamas tikslas – išanalizuoti teisinės kalbos ir supaprastintosios kalbos sintaksinių ypatybių suderinamumą. Tuo tikslu keliami tokie uždaviniai:

1. Išanalizuoti dalykinio (teisinio) stiliaus savitumą ir sintaksines ypatybes, ribojančias teksto suvokimą.
2. Ištirti supaprastintosios kalbos stilistines ypatybes, sintaksines raiškos priemones.
3. Išanalizuoti teisinei ir supaprastintajai kalboms keliamų reikalavimų atitiktį.
4. Nustatyti teisinės kalbos sintaksinių struktūrų konkurentus supaprastintojoje kalboje.

Straipsnio objektu pasirinkti sintaksiniai teisinės kalbos vienetai, randami angliškame Lisabonos sutarties tekste. Analizuojama, kokie sintaksiniai vienetai labiausiai apsunkina teisinio teksto suvokimą ir ieškoma galimų sintaksinių raiškos priemonių konkurentų supaprastintojoje kalboje.

Tyrimo rezultatai atskleidžia, kad nors formalūs reikalavimai teisinei ir supaprastintajai kalboms yra panašūs (tikslumas, aiškumas, glaustumas), šių dviejų kalbų (teisinės kalbos ir supaprastintosios kalbos) raiškos priemonės skiriasi iš esmės.

Analizės rezultatai parodo, kad Lisabonos sutarties tekste yra daug sudėtingų sintaksinių struktūrų, kurias siūloma keisti supaprastintosios kalbos priemonių konkurentais. Pavyzdžiui, kiek tai yra įmanoma, pasyvinėms struktūroms rekomenduojama ieškoti aktyvių struktūrų konkurentų; dvinarėms (daugianarėms) struktūroms, kurių prasmė identiška arba labai panaši, siūloma paieškoti vienanarių konkurentų; ilgiems sakiniams atrasti trumpesnių (suskaitytų) sakinių konkurentų ir kt.

Augantis žmonių poreikis suprasti teisinę kalbą be specialistų pagalbos (Asprey 2003) natūraliai skatina ieškoti galimybių pritaikyti teisinį tekstą skaitytojo poreikiams, todėl apsiriboti vien tradicija nebėra prasminga. O atitinkami supaprastintosios kalbos raiškos priemonių konkurentai yra orientuoti į teisinės kalbos pirminius vartotojus – eilinius piliečius.