# DISCOURSAL AND SYNTACTIC FEATURES OF LEGISLATIVE TEXTS

**Koval N. Y.**
*Drohobych State Pedagogical University after Ivan Franko*

У статті досліджуються лінгвістичні особливості законодавчих текстів. Виділено основні синтаксичні структури – номіналізатори, складно-прийменникові вирази, кваліфікатори, біномінальні та поліномінальні вирази, синтаксична перервність – як ефективні засоби реалізації таких стилістичних рис, як точність, чіткість викладу та всеохопленість, притаманних законодавчим документам. Запропоновано засоби, які спрощують трактування і сприйняття законодавчих положень.

Ключові слова: законодавчий текст, законодавче положення, номіналізатори, складно-прийменникові вирази, кваліфікатори, синтаксична перервність.

В статье исследуются лингвистические особенности законодательных текстов. Представлены основные синтаксические структуры; определено, что к типичным средствам выражения четкой и адекватной формулировки законодательного документа относятся номинализаторы, квалификаторы, биноминальные и полиноминальные структуры. Представлены лингвистические средства, которые упрощают трактовку законодательного документа.

Ключевые слова: законодательный текст, номинализаторы, квалификаторы, биноминальные и полиноминальные структуры, синтаксическая дискретность.

The article focuses on the problem of linguistic peculiarities of legislative texts. The main syntactic features such as nominal expressions, complex prepositional phrases, binominal and multinominal expressions, syntactic discontinuities were defined as effective means of achieving clarity, precision, unambiguity and all-inclusiveness of legislative documents. Easification devices which help to simplify the legislative statements are suggested.

Keywords: legislative text, legislative provision, qualifications, nominalization, syntactic discontinuities, easification devices.

The law is one of the most important social institutions. Its chief function is to regulate social behaviour in an optimally rational and reasonable manner in a given community. But at the same time it is an institution which depends on language and whose operations therefore also have a linguistic dimension. In view of the importance of law in society, it is no surprise that scholars in many disciplines have taken an interest in legal language, trying to discover its characteristics through the methodologies of their own special fields. In addition to representatives of the legal profession itself, there are studies of law language by, for example, sociologists, psychologists, anthropologists and linguists [2; 3; 4; 5; 6]. The sociologists and psychologists have been interested in the use of language in trial situations, where they have studied, for instance, the correlation between the social background of the parties involved and their use of language [10; 12]. The studies where the factors affecting, and contributing to particular impressions of testimonials, as well as those where men's and women's language at court have been compared are also very interesting [6]. To this list we could further add the work of anthropologists, who have made occasional observations of the language while studying the functions of the law in different societies.

There are many reasons as to why linguists should be interested in legal language. One of the challenges is created by a basic conflict between the functions of law and language. There is an inherent element of vagueness in natural languages, but the law sets extremely strict demands on the language it uses. How such properties of text as specificity, exactness and clarity are achieved is a linguistic problem.

**The object** of the research is a legislative text as a type of written legal English. Its subject comprises investigation of linguistic peculiarities of legislative texts which make technique of its writing obligatory for people involved in drawing up legal documents.

**The purpose** of this work is to examine some characteristics of legal English at the level of discourse, syntax and vocabulary. The main emphasis will be on the syntactic aspect, since this is the base level in legislative writing, consisting of relatively independent and context-free sentences. Therefore, many of the inter-sentence dependencies characteristic of more neutral varieties of language play a less important role in legal discourse. Still such relationships do occur and will have to be considered. They are also relevant, because they may throw further light on some peculiarities of the syntax. Naturally, all levels of language are interconnected with and interdependent on, each other. The description of the syntactic style markers of legal English is **a basic task** of our research.

There are many alternatives open for investigation: for example, oral or written legal language. The study of oral discourse has attracted increasing attention in linguistics generally, and this interest is also reflected in the domain of legal language [4]. There are studies of lawyer-client interaction and courtroom interaction, where the linguistic strategies of the parties are investigated, to name only a couple of examples [6; 7]. The problem of how well legal language is understood in different contexts is also a challenging and important branch of the study of oral legal discourse. Another possibility, which is the one we will explore here, is the study of the written variety. More specifically, we will be concerned with some of the structural aspects of modem English legislative language. This line of study is of relatively recent origin. The first notable analysis of the syntactic structures used in legal English was not published until the mid-1970's [9].

The active research in the area of spoken language has shown how different the two media, the spoken and written, are and can be. The differences are crystallized in the case of law language. 'Spoken legal English' is not just a spoken variant of the written text, but a different genre, where the connection between what is said (when, why, how) and the speech situation of the utterance is very close indeed. The written variant is at the other extreme; it is stable, constant and almost context-free.

Legal discourse is a very special kind of communication. In the American context, the text is drafted by only a few draftsmen, often just by one or two specially trained experts. They try to give a verbal expression to the will of Government by formulating the text in such a way that all conceivable considerations will be taken into account in the drafting process. The actual sender of the message (i. e. Congress or Senate) will impose certain basic requirements on the text, e.g. by taking for granted that the area in question is adequately covered by the text, and that the text is clear, consistent and prescriptive. Also, the law must simultaneously be both general and specific. Fulfilling such strict criteria demands not only a thorough knowledge of the principles of drafting but also considerable verbal skills. The overall requirements are reflected also in the language, where they take priority over considerations of readability, comprehension, elegance or fluency.

In this communication process where the law text constitutes the message, the receiving role is also atypical, for the text is written by one expert for another. That legal language represents specialist-to-specialist communication will be obvious even to the layman as soon as he becomes involved with law. He will usually have to resort to the help of an interpreter (e.g. a lawyer) quite soon. The "translation" works both ways: "interpreters" translate a client's business (e.g. a document in a business transaction) into the legal code; and vice versa, they explain to the client what the law is and how it should, or could, be interpreted in a given situation. In legal communication not only are the sender and receiver, but also, and above all, the message itself special.

But before we move to the level of syntax, one feature characteristic of legal English on the level of discourse must be discussed, the almost total lack of conventional intersentence cohesive ties, essential for most well-formed texts. The fact that they are so sparsely used in laws is one factor setting this genre in a category of its own. The reason for the non-use of cohesive ties is the independent and context-free status of the sentence in law language, which makes it possible to refer to a subsection and cite it as a coherent whole without having to make the reader aware of either what precedes or follows it. The cohesive ties that do occur are practically limited to lexical cohesion, more precisely

repetition. There are very few references beyond the sentence boundaries, being confined to references to other sections or subsections in the same law or some other laws. Such references are, however, important in themselves, and give an idea of the network character of American legislation. Tracing up such references may take the reader far outside the law he is consulting. As already indicated, lexical repetition is very much preferred to substitution even within the sentence. Anaphoric reference is introduced only when repetition is not possible and when there is no risk of confusion. Even a long constituent may be repeated several times so as not to risk the unambiguity of the text.

The term legal language, as V. J. Bhatia indicates, encompasses several usefully distinguishable genres depending upon the communicative purposes they tend to fulfil, the settings or contexts in which they are used, the communicative events or activities they are associated with, the social or professional relationship between the participants taking part in such activities or events, the background knowledge that such participants bring to the situation in which that particular event is embedded and a number of other factors [5, p. 101] . We identify several genres used in a variety of legal settings. Some of them are: cases and judgements in written form used in juridical settings; lawyer-client consultation, counsel-witness examination in spoken form and legislation, contracts, agreements etc. in written form used in various professional settings. In this research work, we shall take up legislative documents for an in-depth genre analysis.

Legislative writing has acquired a certain degree of notoriety rarely equalled by any other variety of English. It has long been criticized for its obscure expressions and circumlocutions, long-winded involved constructions and complicated syntax, apparently meaningless repetitions and archaisms. To the specialist community these are indispensable linguistic devices which bring in precision, clarity and unambiguity and all-inclusiveness; however, to the non-specialist this is a mere ploy to promote solidarity between members of the specialist community, and to keep non-specialists at a respectable distance.

Legislative writing is highly impersonal and decontextualized, in the sense that its illocutionary force holds independently of whoever is the "speaker" (originator) or the "hearer" (reader) of the document. The general function of this writing is directive, to impose obligations and to confer rights. As legal draftsmen are well aware of the age-old human capacity to wriggle out of obligations and to stretch rights to unexpected limits, they attempt to guard against such eventualities, by defining their model world of obligations and rights, permissions and prohibitions as precisely, clearly and unambiguously as linguistic resources permit. A further complication is the fact that they deal with a universe of human behaviour which is unrestricted, in the sense that it is impossible to predict exactly what may happen within it. Nevertheless, they attempt to refer to every conceivable contingency within their model world and this gives their writing its second key characteristic of being all-inclusive.

Legislative writing differs significantly from most other varieties of English, not only in terms of the communicative purpose it is designed to fulfil, but also in the way it is created. In most other written varieties, the author is both the originator and the writer of what he creates, whereas in legislative provisions, the parliamentary draftsman is only the writer of the legislative act, which originates from the deliberations of a parliament in which he is never present. Similarly, in most varieties, the reader and the recipient for whom the document is meant are the same person, whereas in the case of legislative provisions, the document is meant for ordinary citizens but the real readers are lawyers and judges, who are responsible for interpreting these provisions for ordinary citizens. The result of this unique contextual factor is that the parliamentary draftsman finds his loyalties divided. On the one hand, he has to acknowledge his loyalty to the will of government and on the other hand he must use linguistic and discoursal strategies to help the intended readership. In other words, he is required to use linguistic resources and discoursal strategies to do justice to the intent of Congress and, at the same time, to facilitate comprehension of the unfolding text for ordinary readership. This is generally achieved by making the provision clear, precise and unambiguous.

Any specific interpretation will be dependent on and constrained by the facts of the case, which provide the context for its interpretation and it is possible that such an interpretation may not necessarily be the same as the one intended by parliament. In order to guard against such eventualities, the draftsman tries to make his provision not only clear, precise and unambiguous, but all-inclusive too. And it is this seemingly impossible task of achieving the dual characteristic of clarity, precision and unambiguity on the one hand, and all-inclusiveness on the other hand, that makes legislative provisions what they are. It is true that legislative writing has a long and well-established tradition and the style of legal documents has become firmly standardized, with the inevitable result that legal draftsmen tend to become comfortable with tried, tested and time-honoured linguistic expressions and style of writing over a period of time. This becomes particularly significant where each subsequent generation of parliamentary draftsmen is trained by the preceding one while on the job.

As pointed out above, the situation is now rather satisfactory in this respect, and we already have quite a good picture of the role of the main syntactic variables in the legal sentence. Viewing the problem of sentence structure and syntactic complexity from another angle, it could be claimed that, basically, the syntax of legal English is really quite simple. What complicates it, are the heavy nominal constituents. They are heavy because most of the information of the sentence is packed into them. In this view, the interpretation of a legal text implies a process of analysing and unfolding of the nominal structures.

It has been claimed that syntactic and discoursal features of legislative writing are, in various ways, interconnected, in the sense that the apparent legal requirement of expressing something by means of nominal expressions with a variety of qualifications would bring in syntactic discontinuities, thus making the discoursal structure of the sentence not only complex but compound as well [15, p. 53]. Therefore, it is necessary to look at some of the predominant syntactic features of the legislative provisions of this genre. Let us begin with a typical instance of this genre:

"*Except as otherwise provided in paragraph (c), provisions and limitations of any law respecting real property and obligations secured by an interest in real property or an estate therein, including, but not limited to, Section 726 of the Code of Civil Procedure, provisions regarding acceleration or reinstatement of obligations secured by an interest in real property or an estate therein, prohibitions against deficiency judgments, limitations on deficiency judgments based on the value of the collateral, limitations on the right to proceed as to collateral, and requirements that a creditor resort either first or at all to its security, do not in any way apply to either (1) any personal property or fixtures other than personal property or fixtures as to which the secured party has proceeded or is proceeding under subparagraph (ii) of paragraph (a), or (2) the obligation*" (CCC Section 9501(4)(b)(i)).

Like any other instance of legislation, this also displays a number of syntactic characteristics typical of the genre. Let us consider some of the most important syntactic properties, particularly those which will help us understand regularities of organization in this genre:

• *Sentence length*

To begin with, the whole section consists of a single sentence of an above-average length – 102 words compared with 27.6 words in a typical sentence in written English legislative texts.

• *Nominal character*

Complex nominal expressions of various kinds are typically associated with academic and professional genres and have gained a certain degree of notoriety in recent years. To the specialist community they are a useful linguistic device to bring in text cohesion, facilitating reference to (associated) technical concepts; however, to the non-specialist outsider this is nothing but jargon. Let's take up three major types of nominal expressions. The first type is the complex nominal phrases [13, p. 22], which is significantly used in advertisements of a particular kind. The second type is known either as nominal compounds [16, p. 147] or compound nominal phrases [14, p. 137], and these are typically associated with scientific writing. The third type is conventionally called nominalization, and is overwhelmingly used in legislative provisions [5, p. 89]. Although all three

types of nominals are generally grouped together under the broad category of complex noun phrases, it is more appropriate to consider them as distinct for two reasons. First, although they perform a more or less similar grammatical function in the language, they have different grammatical realizations, secondly, they seem to textualize different aspects of the three genres with which they have traditionally been associated. In other words, they have different grammatical realizations and carry different discoursal values in the three genres.

The legislative writing, which is notoriously rich in the use of nominals of a third kind, which we have earlier on referred to as nominalizations. Legislative writing must be both precise and all-inclusive. One of the many linguistic devices which make this possible is the use of nominalizations, others include the use of qualificational insertions, complex-prepositions, syntactic discontinuities, binomial and multi-nominal expressions. To illustrate how nominalization is used in legislative provisions, let us look at the example above.

In this 102-word sentence, there are 43 instances of nominal expressions. Of these forty three, there are some which have been repeatedly used, *property* which is the topic of the section, – 5 times, *limitations, obligation* – 3 times, *provision, estate, judgement, collateral* – twice. This means that the legislative draftsman uses nominalization for two reasons. First, of course, to refer to the same concept or idea repeatedly and this promotes coherence and saves the writer from repeating lengthy descriptions. Second, and perhaps more typically, it is a convenient device to refer to as many aspects of human behaviour as required and, at the same time, to be able to incorporate as many qualificational insertions as necessary at various syntactic points in the legislative sentence. In legislative rules and regulations, one finds an overwhelming use of nominalizations simply because the parliamentary draftsman needs to condense his longish provisions into somewhat more precise, unambiguous and all-inclusive statements by incorporating all types of possible conditions and contingencies that may arise during the course of the interpretation of a particular legislative provision. Nominalization is a very ancient and trusted linguistic device used by the legal expert to achieve condensation and all-inclusiveness in his writing. Legislative sentences are more nominal in character than the ones generally encountered in ordinary everyday usage. And this example is likely to be preferred in this writing to its more typically verbal version.

• *Complex prepositional phrases*

The next striking syntactic feature of the legislative discourse is the use of what Quirk refers to as complex-prepositional phrases [13, p. 302]. They give its structure as P-N-P (Preposition + Noun + Preposition). Some of the typical examples from legislative writing include *for the purpose of, in respect of, in accordance with, in pursuance of, by virtue of,* etc. The use of complex prepositions rather than the simple ones, for example, *"by virtue of*" instead of *"by"*, *"for the purpose of"* in place of *"for"*, and *"in accordance with"* or *"in pursuance of"* instead of a simple preposition *"under"* is rather preferred in legislative writing simply because the specialist community claims, that the simple ones tend to promote ambiguity and lack of *clarity. For example:*

"*Proceed in any sequence, as to both some or all of the real property and some or all of the personal property or fixtures in accordance with the secured party's rights and remedies in respect of the real property, by including the portion of the personal property or fixtures selected by the secured party in the judicial or non judicial foreclosure of the real property in accordance with the procedures applicable to real property*" (CCC Section 9504(4)(ii)).

• *Binominal and multinomial expressions*

Binomial and multinomial expressions have also been typically associated with legislative texts. Binomial or multinomial expression is 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 such as "and" or "or" [8, p. 75]. Typical examples include *"signed and delivered", "in whole or in part", "to affirm or set aside", "act or omission", "advice and consent", "by or on behalf of",*

*"under or in accordance with", "unless and until", and "consists of or includes", "wholly and exclusively", "the freehold conveyed or long lease granted"* and many others. Here is an excellent example from the Public Contract Code (WAIS Document Retrieval California Codes):

*"If the director deems that a contractor has failed to supply an adequate working force or material of proper quality, or has failed to comply with Section 10262, or has failed in any other respect to prosecute the work with the diligence and force specified by the contract, the director may:*

*(a) After written notice of at least five days to the contractor, specifying the defaults to be remedied, provide any such labour or materials and deduct the cost from any money due or to become due to the contractor under the contract; or*

(b) If he considers that the failure is sufficient ground for such action, he may give written notice of at least five days to *the contractor or the contractor's sureties, that if the defaults are not remedied the contractor's control over the work will be terminated"* (PCC Section 10253).

Binomial and multinomial expressions, therefore, serve as a useful tool for making legislative statements all-inclusive.

• *Qualifications in legislative provisions*

The most important characteristic of the legislative statement is the use of qualifications without which the provision will lose its essential nature. Most legislative provisions are extremely rich in insertions within their syntactic boundaries. Let us see how this is done by taking the following provision for illustrative purposes:

"*In counties containing a population of 6,000,000 or over, the board of supervisors may by ordinance authorize such county officer as is deemed appropriate to take or perform any or all acts or actions permitted or required of the board by this article, including the authority to adopt and advertise plans and specifications, award contracts, approve bonds, or order the change or alteration of contracts, with respect to original contracts which do not exceed the total amount of seventy-five thousand dollars ($75,000), or with respect to changes or alterations to original contracts entered into by the board where the changes or alterations do not exceed 10 percent of the amount of the original contract or seventy-five thousand dollars e($75,000), whichever is less*" (PCC Section 20145).

In simple words, this provision is meant to give powers to the legal subject, in this case, *the board of supervisors*, to make special regulations. But it is not given the authority to make special regulations as and when he likes. The attached qualifications make the provision extremely restricted. In fact, without these qualifications the legislative provision will be taken to be of universal application and it is very rare that a rule of law is of universal application. The qualifications seem to provide the essential information to the main proposition without which the provision will be of very little legal significance.

Legislative statements can, and most of them do, have a number of qualifications other than the case description, without which they will become universally applicable. Basically, there are three types of qualifications and they tend to provide three different types of information about the rule of law. The first type are preparatory qualifications, which outline the description of case(s) to which the rule of law applies. The second type are operational qualifications, which give additional information about the execution or operation of the rule of law. And finally there are referential qualifications, which specify the essential inter-textual nature of the legislative provision.

• *Syntactic discontinuities*

It is not simply the presence of qualifications that makes legislative provisions an interesting genre but more interestingly the way these qualifications are inserted within the legislative sentence. It is understandable that, if one needs to incorporate a variety of qualifications within a single sentence, one would like to have as many syntactic points at which to insert them as are possible. But one consideration that makes this task even more difficult is the fact that if qualifications on the one hand make the main provisional clause more precise and clear, they can also promote ambiguity if they are not placed judiciously. That is the main reason why legal draftsmen try to insert qualifications right next to the word they are meant to qualify, even at the cost of making their

legislative sentence inelegant, awkward but never ambiguous, if they can help it. The result of all this effort is that these qualifications are inserted at various points where they create syntactic discontinuities rarely encountered in any other genre. In the following example we have a rather longish qualification:

"*The board of supervisors may, by ordinance, resolution, or board order, authorize the county engineer, or other county officer, to order changes or additions in the work being performed under construction contracts"*(PCC Section 20142(a)).

– inserted immediately after the modal may, thus creating discontinuity within the main verb phrase may authorize. So far as qualificational insertions are concerned, legal draftsmen do not consider any phrase boundaries sacrosanct, be it a verb phrase, a noun phrase, binomial phrase or even a complex prepositional phrase. Let us look at some of the examples from the Public Contract Code.

Discontinuous noun phrase

"<…*The contractor shall have the right, within 30 days after receipt, to submit to the awarding state agency and the department, a written response statement that shall be filed with the evaluation in the state agency's contract file and in the department*" (PCC Section 10369(f)).

"< *The check or bond accompanying any proposal or bid which is accepted shall be held by the clerk until the contract for doing the work has been entered into, either by the lowest bidder or by the owners of three-fourths part of the frontage, whereupon the certified check or bond shall be returned to the bidder*. …>" (PCC Section 20418).

Discontinuous verb phrase

"<…*The clerk shall, upon payment of the statutory fee prescribed therefore, record a notice of the award of contract in the office of the county recorder*….>" (PCC Section 20420).

"<…*The State Personnel Board may, when it has reason to believe that a proposed contract is not in compliance with the provisions of Section 19130 of the Government Code, and shall, when requested to do so by an employee organization representing state employees, direct a state agency to transmit the contract to it for review*. ...>" (PCC Section 10337(a)).

Discontinuous constituents with fairly long qualificational insertions like these, and many others embedded within them, add considerably to an already complex syntactic character of the legislative sentence and cause serious psycholinguistic problems in the processing of such provisions, especially in the case of non-specialist readership.

• *Visual arrangement of text in legal documents*

In earlier times legal documents made few concessions to the convenience of the reader as far as visual arrangement was concerned. Their content was usually set down as a solid block of script, consisting of extremely long sentences. The manifold effects of tradition can still be seen in legal documents, but in the use of layout and other graphic devices to indicate the structure, content and logical progression of the text there have been important developments. This applies especially to statutes, which contain many provisions and subprovisions. In modern laws these are set out in an orderly manner, readily available for reference. The, US Public Contract Code (2001), for instance, consists of ten chapters, each of them containing a number of sections and subsections. Each section and subsection is numbered to facilitate reading and cross-reference. All sections carry a heading in the margin.

Standard document-design principles have emerged, the most important of which emphasises the reading audience of the document. Other corollary principles are that good design helps readers locate information, that good design emphasises the most important content, and that the best test of good design involves readers' comprehension and satisfaction after reading the document. Design principles also include organisational patterns, such as aligning related elements to one another, providing contrasts in looks – typeface and size, placement on page, white space-establishing hierarchy, placing related items in proximity to one another, and repeating design elements to establish document coherence.

Many of the attempts to reform legislative writing in the western world have largely been ineffective because of their failure to recognize the value of an ethnomethodological position that the legislative provision reflects a sphere of practical reasoning which needs to be understood in its own terms. The fact is that radical reforms suggested by the plain-language campaign are seen as demands which amount to transgression of the generic integrity of the whole tradition in legislative writing. There seem to be two possibilities open to the concerned parties. One is to use easification devices, to make legislation more easily accessible to a larger specialist audience without neutralizing the generic integrity of legislative statements. The other possibility is to create popular versions of these documents in plain language for a lay audience, so that we may have two different versions for two very different sets of readership: an authentic and authoritative one which has been "easified" in a number of ways, for specialist use; and another popular one for the lay audience, for information and education.

V. J. Bhatia introduces the notion of *easification* as an alternative to simplification [5, p. 209]. Easification, as he points out, attempts to make the text more accessible to the learner by using a variety of what he calls easification devices, the purpose of which is to guide the reader through the text without making any drastic changes to the content or linguistic form of the text, thus maintaining its generic integrity. Easification is not only a technique for text presentation but also a learning strategy which helps the learner to simplify the text for himself, depending upon his background knowledge of the subject matter and of the language.

Legal writing in general, and legislative documents in particular, present specific psycholinguistic problems in their processing and comprehension. Unlike many other areas of specialist writing, it is neither possible nor appropriate to tamper with the original documents to make them easily accessible to a wide range of lay readership. However, it is possible to make such texts more readerable without simplifying their content or form. This can be done by using easification devices, which provide an access structure around the text to help the reader to process the text appropriately without sacrificing its originality, authenticity or generic integrity. Here we'll suggest some of easification devices to make an authentic text more easily accessible to the reader depending upon the nature of the genre which the text represents, and the purpose of reading.

*a) Clarification of cognitive structuring;*

One major problem that legislative texts pose to a non-specialist reader is the depth and complexity of modification. Many of these modifications appear in those syntactic positions where they create discontinuities in the structure of the legislative statement. The syntactic structure of a typical legislative statement must be understood in terms of a complex interplay of qualifications and the main provisionary clause. The most serious obstacle to a clear understanding of these legislative documents, therefore, is the complexity of syntactic structure, which can be overcome by clarifying the cognitive structuring underlying the provisions. The analysis of cognitive structuring present another way of achieving the same clarity of cognitive structuring: the main provisionary clause and the remaining sections give the attendant qualifications, which make the provision operative.

*b) Reducing information load at a particular point;*

The second serious obstacle to the comprehension of legislative statements is the high density of information at a particular point in the syntactic structure of the legislative sentence. The tension between simplicity and clarity on the one hand, and certainty of legal effect on the other, is very common in all legal systems. The demand for all-inclusiveness resulting in excessive elaboration comes not only from the Government and the instructing department but also from Congress itself. The present-day legislative writing shows the use of a new device to reduce information load at a particular point in the expression of legislative content. We have referred to this as a *textual-mapping device*, and it is being increasingly used in present-day legislation.

*c) Indicating legislative intentions;*

The third easification device that can make legislative writing more easily accessible without endangering its generic integrity is the use of statements of purpose to explain and clarify the legislative intent at various levels, particularly in the case of complex contingencies. This will tell readers, specialist and non-specialists alike, what the Act or any section of it is about.

The main thrust of plain-language documents has been to press for language reform for the benefit of ordinary citizens. The citizens, who are supposed to abide by legislation, have a right to understand the laws which govern their daily activities. However, laws are unintelligible to a large section of the people who are supposed to abide by them. As a matter of fact, we must realize that legislative documents are written for two very different audiences, and that they have different communicative purposes. The specialists, who include lawyers, judges, government executive officers, need to be able to understand and interpret laws in order to negotiate and implement justice. Ordinary citizens, on the other hand, need to be aware of laws in order to be able to avoid violating them. In the sciences, there is a fairly well-established tradition to produce two different versions of scientific reports, one for fellow scientists and the other for popular consumption by science enthusiasts. A somewhat similar tradition needs to be firmly established in the legislative setting as well. Simple accounts of the kind that talks about in the context of language simplification can be one strong possibility and alternative non-linear accounts of public documents, including laws, social security, insurance, public health documents etc. the other. There has been some effort in this direction in the past few years, but much more needs to be done.

**Literature**

1. Ветрова Г. Н. Суд присяжных и проблемы уголовного судопроизводства // Вестник Моск. ун-та. Серия: Право. – №3. – 1999. – С. 16-30.
2. Власенко М. С. Мовні засоби втілення стильових рис текстів іспаномовних законодавчих документів // Вісник Київського державного лінгвістичного університету. – 2000. – Т 3. – №2. – С.147-154.
3. Круковський В. І. Комунікативно-прагматичний аспект французьких законодавчих текстів: дис. ... канд. філол.наук: 10.02. 04 / В. І. Круковський. – К.: КДПУ, 1996. – 211 с.
4. Скуратовська Т. А. Аргументація в американському судовому дискурсі (на матеріалі справ за участю суду присяжних): дис. ... канд. філол. наук: 10.02.04 / Т. А. Скуратовська. – К., 2002. – 196 с.
5. V. J. Analysing Genre: Language Use in Professional Settings / V. J. Bhatia. – L.: Longman, 1993. – 242 p.
6. Cotterill J. Language in the Legal Process / J. Cotterill. – L.: Palgrave Macmillan Ltd, 2002. – 276 p.
7. Hiltunen R. Chapters on legal English: Aspects past and present of the language of the law / R. Hiltunen. – Helsinki: Suomal tiedeakat, 1990 – 123 p.
8. Gunnarsson B. L. Functional comprehensibility of legislative texts: experiments with a Swedish Act of Parliament // Text. – 1984. – № 4 (1-3). – P. 71-105.
9. Gustafsson M. The syntactic features of binominal expressions in legal English // Text. – 1989 – № 4 (1-3). – P. 105 – 129.
10. Law and Psychology: The broadening of the discipline/ Ed. J.R.P. Ogloff – Durham, N.Y.: Carolina Acad. Press, 1992. – 455 p.
11. Mey J. L. The Pragmatics of transition // Political discourse in transition in Europe, 1989-1991. – Amsterdam; Philadelphia, 1998. – P. 25-34.
12. Miller G. A. Linguistics, Psychologists and the Cognitive Science // Language. – 1990. – Vol. 66. – № 2. – P. 317-322.
13. Quirk R. A Grammar of Contemporary English / R. Quirk, S. Greenbaum, G. Leech, J. Svartvik. – London : Longman, 1982.

14. Salager F. Compound nominal phrases in scientific-technical literature: proportion and rationale // Reading for Professional Purposes – Studies and Practices in Native and Foreign Languages. – London: Heinemann Educational Books, 1984. – P. 136-145.
15. Swales J. M. Genre Analysis – English in Academic and Research Settings / J. Swales. Cambridge: Cambridge University Press, 1990. – 189p.
16. Williams R. A Cognitive Approach to English Nominal Compounds // Reading for Professional Purposes – Studies and Practices in Native and Foreign Languages. – London: Heinemann Educational Books, 1984. – P. 146-153.

**Sources of illustrations**

1. WAIS Document Retrieval CALIFORNIA Codes. Public Contract Code.
2. WAIS Document Retrieval CALIFORNIA Codes. Commercial Code.
3. USA Uniform Commercial Code.