

Some grammar aspects of legal writing

English is tacitly accepted as the world language in various areas of international activities. Likewise, legal English, the language of common law, is the language of international commercial and legal transactions by means of contracts. Legal English is a professional language. This means that a good command of ordinary English does not automatically make a student proficient in legal English.

Legal English is the style of English used by lawyers and other legal professionals in the course of their work. It has particular relevance when applied to the drafting of written material, including: legal documents: contracts, licences etc; court pleadings: summonses, briefs, judgments etc.; laws: Acts of parliament and subordinate legislation, case reports; legal correspondence.

Legal English therefore differs from general English by a number of peculiarities of structural and semantic character, which are determined by their specificity: legal texts should serve to convey accuracy of legal rules. The main principle of writing legal documents is the so-called 'Golden rule of interpretation', according to which documents are drawn up orienting to the original meaning of the word if it does not lead to ambiguity or absurdity. Hence, there exists a tendency to unification of similar texts and traditional use of standard terminology repeatedly used before, which leads to complexity of the construction of legal normative acts.

One of the most characteristic peculiarities is a wide array of complex sentences with more than two subordinate clauses, which as a rule are not separated by commas. The most important components are marked graphically (for example, printed in bold, italics).

In many cases legal texts include clauses of condition, reason and result. The most typical structure of logical discourse is presented by the patterns like this, 'If sth happens, sth/sb shall be / do' (If, after the first meeting held for the purpose of the election, one or more seats remain to be filled, a second and, if necessary, a third meeting shall take place.) or 'In the event / In case of sth, sth/ sb shall be / do' (In the event of an equality of votes among the judges, the eldest judge shall have a casting vote.)

One more peculiarity is the use of archaic linking words: legal writing employs many old words and phrases that were formerly quotidian language, but today exist only in law, dating from the 1500s, for example, herein, hereto, hereby, heretofore, herewith, whereby, and wherefore. ('I certify herewith that the above is, to the best of my knowledge and ability, a true and correct rendering of a document in the English language.')

Examining the texts of legal documents it can be concluded that despite its tendency to accuracy and semantic abundance, such texts cannot always be easily interpreted.