

4 Read Texts D(i) and D(ii) and then answer the question below.

Discuss in detail ways in which language is used to construct meaning and identity in legal discourse.

You should include a range of examples/ideas from Texts D(i) and D(ii) and from your wider studies of English language, with detailed reference to lexis, grammar, syntax and discourse as appropriate. [25]

Text D(i) is taken from an internet resource on mental health law in England and Wales.

Representation, etc.

10.—(1) Any party may be represented by any person whom he has authorised for that purpose not being a person liable to be detained or subject to guardianship [or after-care under supervision] under the Act or a person receiving treatment for mental disorder at the same hospital or mental nursing home as the patient.

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(2) Any representative authorised in accordance with paragraph (1) shall notify the tribunal of his authorisation and postal address.

(3) As regards the representation of any patient who does not desire to conduct his own case and does not authorise a representative in accordance with paragraph (1) the tribunal may appoint some person to act for him as his authorised representative.

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(4) Without prejudice to rule 12(qa3), the tribunal shall send to an authorised representative copies of all notices and documents which are by these Rules required or authorised to be sent to the person whom he represents and such representative may take all such steps and do all such things relating to the proceedings as the person whom he represents is by these Rules required or authorised to take or do.

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(5) Any document required or authorised by these Rules to be sent or given to any person shall, if sent or given to the authorised representative of that person, be deemed to have been sent or given to that person.

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① modality. → power.

→ low usage of modal verbs.

→ high usage of "shall" → serves as a demand. deontic modality.

→ usage of may only when subject is legally allowed options

→ still subject to the authority of the law

"may" as opposed to "can"

→ permission

→ ability

deemed
&
damned

⑤ References to other texts/documents.

→ power.

FS

⑥ Embedded clauses

② usage of doublets → clarity, consistency.

③ lengthy lists → coverage of contingencies

④ usage of old english + jargon
→ power + clarity

restricts

Text D(ii) is taken from the Attorney General's Chambers Singapore Housing and Development Act (Chapter 129).

Establishment and incorporation of Housing and Development Board

3. There is hereby established a body to be known as the Housing and Development Board which is a body corporate and has perpetual succession and may sue and be sued in its corporate name.

Common seal

4.

—(1) The Board shall have a common seal and that seal may from time to time be broken, changed, altered and made anew as the Board considers fit.

(2) Subject to subsection (3), all deeds, documents and other instruments requiring the seal of the Board shall be sealed with the seal of the Board in the presence of the Chairman, or the Deputy Chairman, or a member of the Board, and an officer of the Board authorised by the Board in that behalf, who shall sign every such deed, document or other instrument to which the seal is affixed, and such signing shall be sufficient evidence that the seal was duly and properly affixed and that it is the lawful seal of the Board.

(3) All deeds, documents and other instruments which relate to the sale, lease, assignment, mortgage or assurance whatsoever of any premises sold under the provisions of this Act may be sealed with the seal of the Board in the presence of any officer of the Board duly authorised by the Board to act in that behalf who shall sign every such deed, document or other instrument to which the seal is affixed, and such signing shall be sufficient evidence that the seal was duly and properly affixed and that it is the lawful seal of the Board.

(4) Section 11 of the Registration of Deeds Act (Cap. 269) shall not apply to any instrument purporting to have been executed under subsection (2) or (3).

↓
references to other
texts : excludes and restricts
ability to understand : only
people with knowledge of
the other texts will be able
to comprehend.



4. The usage of legal discourse refers to the language commonly found and used in legal documents or settings, and such language is usually used to construct a rather distinct identity: that of power, clarity, objectivity and comprehensiveness.

One way through which language is used to construct this identity is through the usage of high modality. Legal documents, such as Text D(i) and Text D(ii), usually display a higher use of deontic modality through the preponderance of the modal verb "shall". This reinforces the authority of the document, as the lack of negotiation, ^{associated with} and demanding nature of the modal verb restricts the choices available to the subject in question, and shapes the sentence into a more imperative expression, as opposed to a simple declaration of possibility. In addition, where relatively less strong modal verbs, such as "may" (Text D(i) lines 1 and 10, Text D(ii) lines 6 and 18), are used, they are only used when the subject is legally allowed a variety of options, such as in choice of representative in Text D(i) paragraph (1) and paragraph (3). In these instances, while the modality of the text is relatively lower, a ~~at~~ certain degree of authority is still maintained as the usage of the modal verb "may" still surfaces the idea that the permission being granted is what enables the person in question, as compared to if ~~was~~ a modal verb such as "can" was utilised instead, which would be a suggestion of mere ability, regardless of the decisions of the law. Here we see that the high modality maintained throughout the text helps to ~~be~~ reinforce the position of authority that legal documents assert over the people needing them by restricting the freedom of the reader and imposing a certain duty or obligation on the reader.

This reinforcement of power is also achieved through the usage of jargon, as evident in the use of lexis such as the usage of the word "party" (Text D(i), line 2) to refer to the people involved, or the use of the word "tribunal" (Text D(ii),

✓ (lines 7 and 10). Similar jargon can be observed in Text Dii), such as "purporting" (line 24) and "provisions" (line 18). The usage of jargon here helps to construct the authority and power the document has as it serves to exclude readers who may not be well-versed in the vocabulary associated with legal discourse, and this prevents such people, such as the common layman, from being able to understand the text without some form of aid or help. This places the text in a position of higher authority due to the power asymmetry at play, with the text producer clearly possessing more knowledge than the average reader of the text.

✓ While excluding the out-group from being able to completely understand the text, the usage of jargon also helps to construct a standard of clarity and accuracy for the in-group audience of the text, as the shared knowledge and standardised understanding of the meaning of the text by those well-versed in legal discourse, such as lawyers, ensures that there is less room for ambiguity and ensures that the text is more objective.

A feature of legal discourse closely related to jargon is the usage of Old English, with archaic ~~words~~ ^{lexis} such as "hereby" (Text Dii), (line 2), often making appearances in legal documents or settings. The usage of Old English ~~here~~ ^{hereby} does not just serve the aforementioned purposes, but also reinforces the authority of the documents by ~~aligning~~ ^{aligning} it closely to the language of the courts and officials of the past, further increasing the credibility of ~~its~~ ^{its} power through historical association.

✓ Legal discourse also often reinforces its position of power by making references to other documents which may be common knowledge to those well-versed in the subject matter, but not to the layman. For example, Text Dii) makes reference to the "Rules" (lines 13, 16, 18) of "rule 12(9a3)" (line 12), and Text Dii) ~~refers~~ ^{directs} the reader to "Section 11 of the Registration of Deeds Act (cap 269)" (line 23). These exophoric references

✓ also play a part in excluding those who ^{good} do not share a common understanding, and the Restricted Code at play here serves to further emphasize the higher position of power associated with the document.

✓ Besides power, legal documents also aim to be comprehensive and clear in the content they are presenting. The construction of this identity is often achieved through the usage of doublets, such as "sent or given" (Text Dii), line 20), "notices and documents" (Text Dii), line 13), "take all such steps and do all such things" (Text Dii), line 15), and "duly and properly" (Text Dii), line 21). The usage of pairs of words that essentially mean the same thing in legal discourse helps the document to cover all contingencies — ensure that all bases have been addressed, that all possible variants of the potential meaning have been somewhat included. ~~the~~ This ensures that the document is more watertight, and reduces the likelihood of loopholes. The usage of doublets can also serve a clarifying purpose, as the usage of a synonym helps to reconfirm the meaning of a word, ensuring less room for ambiguous interpretations. ✓ This adds to the clarity and comprehensiveness that the text tries to portray.

Another similar method of constructing the identity of comprehensiveness is through the usage of listing. For example, (Text Dii) mentions that documents can be signed by "the Chairman, or the Deputy Chairman, or a member of the Board" (line 11). This listing of all possible options available, or all possible scenarios, helps the text to cover ^{as much} ~~at~~ ground as possible.

not quite a good example from the text.

20/25

Very good elaboration generally.