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## International and Discourse is in Our Name

**Robert J. Dickey**

Keimyung University, S. Korea

**Robert J. Dickey** is Editor-in-Chief of the *International Journal of Law, Language & Discourse*, and an Assistant Professor of Public Administration in the School of Public Service at Keimyung University, Daegu, S. Korea. Holding a Juris Doctor degree from Thomas Jefferson Law School in California, he is a past president of Korea TESOL and a longtime language teacher, teacher trainer, and researcher in professional ethics, language teaching, law, and public/nonprofit service administration. ORCID: <https://orcid.org/0000-0003-0974-2628>, Email: [robertjdickey@yahoo.com](mailto:robertjdickey@yahoo.com)

### Abstract

This introductory article describes the journal's focus on "international" and "discourse," and introduces the articles in this issue.

**Keywords:** soft-genres, international, discourse, law, language

### Focus on Diversity

Far too often journals are pigeon-holed into narrow fields of study, with readership limited to those who have already read extensively within that particular field. Other journals roam too broadly, accepting anything from everywhere, and readers never know what they may find (and here we are carefully avoiding the issue of the so-called "predatory press" that accept everything... for a price!). In the ideal case journals can accept interesting new work in fields related to the journal's core, yet still remain faithful to a few central themes. We believe at the *International Journal of Law, Language & Discourse* we have found a strong central theme that impacts scholars and practitioners across the globe. In the nutshell, that theme is "the nexus of law, language, and discourse" – though we need to consider those terms rather carefully, as we discussed last issue (Dickey, 2020, 5). In this brief introductory article I'd like to quickly explore two terms in our journal's title, "international" and "discourse," and how these assist the journal in offering diverse yet focused studies within our field.

### International

While the term "international" is itself well-studied, we might consider some competing terminology, such as "global" and "transnational." While it is clear that both legal systems and the English language (and Spanish, and Chinese, and not a few others) have certainly crossed many borders, and might be considered "transnational," far fewer should be reckoned "global,"

or widely adopted across the globe. Leaving this armchair analysis to the side, let's examine the international footprint of the journal to date (as of this publishing) --

- Published articles from 31 countries (and a few more if you count both home country and country of work at the time of publications, see Table 1);
- Current editorial/advisory team from 18 countries, including six not in the contributors list (Brazil, Denmark, India, Indonesia, Ireland, and Zimbabwe);
- Website visitors in 2020 from 112 countries.

**TABLE 1.**

**IJLLD Contributors' Countries, Issues 1.1 – 8.2**

|   |             |              |
|---|-------------|--------------|
| Austria                                     | Iran        | Russia       |
| Australia                                   | Israel      | S. Africa    |
| Belgium                                     | Italy       | Saudi Arabia |
| Canada                                      | Japan       | Spain        |
| China (inclusive of<br>Hong Kong and Macau) | Kenya       | Sweden       |
| Croatia                                     | Lithuania   | Sweden       |
| Estonia                                     | Netherlands | Tanzania     |
| Finland                                     | New Zealand | UAE          |
| France                                      | Nigeria     | UK           |
| Greece                                      | Philippines | US           |
|   | Poland      |              |

This is a rather broad footprint, and we aspire to reach out further into lands less well included in the global scholarship community, particularly in Africa, western, central and southeast Asia, and South America. As scholars in these areas often face poor libraries, it is also our aim to make the scholarship of this journal most widely accessible. In this pursuit we seek partnerships with local academic groups, formal and informal. And in fact, for this issue, all three articles are from “non-native English speakers.”

“International,” too, suggests a rather light touch on the editorial keyboard. We certainly aren't adopting Prince Charles' conceptualization of (British) English as the international language (Kachru & Nelson, 2006, p. 11) – as an American, I take exception! Our ELE publisher supports the “World Englishes” movement, where the “author's voice” should prevail, even if it is in a form unlike our own. Comprehensibility and flow should be our key concerns, not spelling or word-choice.



## **Discourse**

There are a number of quality journals in our field that focus on “language and law” or add aspects such as speech, linguistics, or interpretation. Our “discourse” mandate opens other paths of investigation without closing off the others. As mentioned last issue, we’ll accept a looser definition of discourse as “language in use” (Dickey, 2020, 6). We see this at work in articles such as last issue’s contributions by Mulundi (2020) and Conduit (2020), and this issue’s contribution by Marasigan and Ballesteros-Lintao (2020) and Mayrhofer (2020).

What may be particularly noticeable is that the journal is not wedded to the language and discourse of traditional “law language” topics tied closely to courts, statutes, or legal documents. We are mindful of the “soft genres” concept for law, suggested by Campos Pardillos (2007), yet extending his initial foray beyond “legal thrillers” such as John Grisham to analysis of the discourse involved with other areas associated with law. Again, viewing law expansively, we may consider citizens’ perceptions of discussions on proposed statutes, or law-related topics such as consumer product safety warning messages. The combination of law and language is pervasive in modern society, as are our discussions and understandings of such combinations... alongside analysis of legal interpretation/translation, choice of language in legal settings, and analysis of terminology in use.

## **In this Issue**

We are pleased to present three very divergent studies, from different parts of the world, examining different language issues. First, from Austria, Monika Mayrhofer examines the linguistic framing of discussions on the global and transnational issue of climate change and migration, particularly through United Nations documents and international agreements. Michelle Anne A. Marasigan and Rachelle Ballesteros-Lintao then consider how the affected parties of proposed legislation in the Philippines interpret media reports. Finally, Anton Osminkin (a Russian living in France) dives deep into legal linguistics to consider how interpreters may best understand old forms of legalese, such as “herein,” “thereby,” and “wherefore.”

We hope you enjoy the issue. We welcome your comments, suggestions, and contributions.

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# **Victims, Security Threats or Agents? - Framing Climate Change-related Mobility in International Human Rights Documents**

**Monika Mayrhofer**

Ludwig Boltzmann Institute of Fundamental and Human Rights, Austria

**Monika Mayrhofer** is a Senior Researcher at the Ludwig Boltzmann Institute of Fundamental and Human Rights, Vienna, Austria. Her research focuses on climate change-related mobility, equality and anti-discrimination. Currently, she is the project leader of the research project “The concept of vulnerability in the context of human rights” (2019-2022) funded by the Austrian Research Fund FWF and the co-project leader of the research project “ClimMobil – Judicial and policy responses to climate change-related mobility in the European Union with a focus on Austria and Sweden” (2019-2022) funded by ACRP. Contact: [monika.mayrhofer@univie.ac.at](mailto:monika.mayrhofer@univie.ac.at)

## **Abstract**

Climate change-related human mobility is a contested issue. For over a decade, UN human rights bodies have contributed to international discussions on displacement, migration and other forms of mobility associated with climate change. This contribution will analyze how climate change-related mobility is framed by UN human rights institutions. The findings show that UN human rights bodies primarily rely on a victim/protection-frame, which understands mobile persons in the context of climate change first and foremost as victims in need of human rights protection. However, other frames are used as well. In particular, the framing of mobile persons as political and social agents, which focuses on active entitlement, participation and empowerment, is also a recurring frame. Frames, such as the conceptualization of environmental migration as a security-threat or an adaptation-frame, which understands human mobility in the context of climate change as a viable adaptive strategy and emphasizes the benefits of mobility, are infrequently used. This article will use a frame-analytical approach, a variation of discourse analysis, in order to discuss to what extent and how these four different frames are invoked in documents published by UN human rights bodies and in what specific way these narratives are shaped and perpetuated by the international human rights discourse.

**Keywords:** climate change, mobility, human rights, frame analysis, United Nations

## **1. Introduction**

Climate change will have far-reaching consequences for the enjoyment of human rights and it will also have repercussions on human mobility. In 2009, the Office of the United Nations High Commissioner for Human Rights (OHCHR) drafted a report on the relationship between climate change and human rights.<sup>1</sup> The report discusses the implications of observed and

projected impacts of climate change on the enjoyment of human rights and on the obligations of States under international human rights law (UNHRC, 2009). The report marks a starting point for UN human rights institutions to discuss human rights in the context of climate change. The report also includes a section on displacement outlining different forms and dimensions of climate change and mobility and their impact on human rights. Since then, the Human Rights Council (HRC) as well as other UN human rights bodies and stakeholders have frequently highlighted the challenges climate change-related mobility poses for the human rights of people affected.

Climate-induced migration is ‘an essentially contested concept’ (White, 2011, p. 13). This is reflected by the on-going debate on the appropriate use of (legal) terminology. It is also indicated by political, public and academic discussions on how to govern and legally regulate this complex mobility issue. There are many terms and concepts that are used to refer to different forms of mobility in the context of climate change: displacement, migration or mobility are some of the terms used to grasp the many dimensions of the multi-faceted phenomenon of migration in the context of climate change. In addition, there are collectively organized forms of movement – the evacuation of communities before or following a so-called ‘natural disaster’, or their relocation in response to long-term environmental degradation such as inundation as a result of rising sea levels. The discussion of terminology and the ‘nature’ of the movement are not trivial issues, but have profound consequences for the legal status of affected persons, especially when crossing international borders.

Mobility in the context of climate change, thus, is an issue that is open for interpretation, controversies and contestations. This is reflected in different narratives, so-called frames, which are used in academic, political and legal discourse to refer to this issue. Frames are concepts such as specific narratives, metaphors or myths that allow us to attach meaning to social and political issues and processes. They are

a way of selecting, organizing, interpreting, and making sense of a complex reality to provide guideposts for knowing, analyzing, persuading, and acting. A frame is a perspective from which an amorphous, ill-defined, problematic situation can be made sense of and acted on’ (Rein & Schön, 1993, p. 146).

A frame analysis is a ‘variation of discourse analysis’ (O’Brien et al., 2011, p. 6). It aims at scrutinizing different meanings and substances, underlying ‘narratives’ and ‘structures of belief, perception and appreciation’ (Rein & Schön, 1996, p. 85), which are influential in policy and legal processes and documents. Frame-theoretical approaches are used in many disciplines

(Entman, 1993; Lakoff & Johnson, 2003; Lindekilde, 2014; Reese et al., 2008; van Hulst & Yanow, 2016). Recently, frame analysis has also been applied by academics carrying out research on the environment and climate change (Atapattu & Schapper, 2019; Djoudi et al., 2016; Lakoff, 2010; O'Brien et al., 2011; Xie, 2015) and climate change-related mobility (Baldwin & Fornalé, 2017; Oakes et al., 2020; Ransan-Cooper et al., 2015). The common starting point of these contributions is the identification of different narratives and frames used to discuss climate change and climate change-related mobility and the analysis of the impacts of these frames on policy making as well as on academic, political and legal perception and interpretation of these issues.

Frames are also used in the legal context.

By selectively picking favorable words and arguments, frames establish a common language ... frames in the legal sphere operate in a similar fashion to the public opinion realm. An established frame influences ensuing discussions, decision making, and policy outputs. (Wedeking, 2010, p. 618; see also Luchjenbroers & Aldridge, 2007; Faber & Reimerink, 2019)

Thus, framing in the legal discourse 'is about focusing attention on certain aspects of reality and simultaneously ignoring others' (van Hulst et al., 2014, p. 457) through the selective use of words, terminology and metaphors by legal actors and other stakeholders. Frame analysis examines the linguistic choices stakeholders make in the context of a legal discourse, what these choices of specific words and terminology emphasize and what they omit. In addition, it analyzes, which larger network of associations are triggered by the chosen words and terminology (Luchjenbroers & Aldridge, 2007, p. 341).

This contribution will analyze how climate change-related mobility is framed by UN human rights institutions. The article will start with discussing the most important dimensions of frame analysis and its relevance for research on climate change and mobility and present the most important frames on climate change-related mobility as discussed in the academic literature. It will in particular distinguish between four frames: a victim/protection-frame, a security-frame, an adaptation-frame and a political and social agent-frame (section 2). The article will then concentrate on discussing the emergence of climate change-related mobility as an international human rights issue. It will focus, in particular, on UN institutions and policies. Based on a presentation of these developments (section 3), the contribution will elaborate on how climate change-related mobility is framed by UN human rights bodies (section 4). For this purpose, more than 50 documents published by UN human rights bodies were reviewed and it was analyzed to what extent and how these four different frames are invoked and in what

specific way these narratives are shaped and perpetuated by these documents. The last section will present a conclusion (section 5).

## **2. Framing climate change-related mobility**

Climate change is not only an environmental issue it is also a social, political, economic and legal issue. How climate change and its impacts are understood, interpreted and talked about has far-reaching consequences on how the challenges associated with climate change are regulated and addressed. Frames play an important role in this context. Frames are concepts, narratives, myths and metaphors that are used to describe and understand an issue. They ‘define the scope for debates and actions’ (O’Brien et al., 2011, p. 5). Frames are assumed to be selective as they highlight ‘some aspects of a perceived reality and make them more salient in a communication text, in such a way as to promote a particular problem definition, causal interpretation, moral evaluation, and/or treatment recommendation’ (Entman, 1993, p. 52). Thus, frames indicate how a social situation and/or problem is named and defined, they refer to stories and/or assumptions individuals tell about the world and which give meaning to their experiences. Frames ‘construct particular meanings concerning issues by their patterns of emphasis, interpretation, and exclusion’ (Carragee & Roefs, 2004, p. 217) and have powerful consequences (see also Hertog & McLeod, 2008, p. 142). They have, as Lakoff and Johnson put it, ‘the power to define reality. They do this through a coherent network of entailments that highlight some features of reality and hide others’ (Lakoff & Johnson 2003, p. 115). Frames, thus, have implications for human action, including political and legal action. On the one hand, frames are characterized by some degree of stability, they are ‘organizing principles that are socially shared and persistent over time, that work symbolically to meaningfully structure the social world’ (Reese, 2008, p. 11). On the other hand, frames are also alterable, actors in the political, legal and social arena can (re)frame a certain issue, e. g. when a frame is not adequate any longer or a frame is changed or dismissed in the course of a political and social process. This is also the case for legal discourses:

if a legislator describes or interprets a legal act differently, reality can change. The specialized knowledge in a legal text is, on the one hand, contained in the document itself as the language object that represents the act, and, on the other, in the legal system as a whole in which the legal act takes place and produces an effect. (Faber & Reimerink, 2019, p. 16)

Faber and Reimerink have further pointed out that ‘a legal text is a “many-splendored entity” with various layers, which are organized in “frames”’. At ‘the heart of legal frames are

events and actions in the real world, which humans have the need to evaluate, describe, and regulate in some way.’ (Ibid.) As with other frames, frames in a legal context can be identified by analyzing the selection of specific terminology and words that are associated with specific frames.

The discussion on mobility in relation to climate change is also characterized by competing frames. The Intergovernmental Panel on Climate Change (IPCC), for example, has, so far, mainly used a ‘security-frame’, which understands migration and displacement as a risk and threat to human security. As early as 1990, in its First Assessment Report, the IPCC noted that

migration and resettlement may be the most threatening short-term effects of climate change on human settlements. People may decide to migrate in any of the following cases: loss of housing ..., loss of living resources ..., loss of social and cultural resources. (IPCC, 1990, pp. 5-9)

Twenty-four years later, the IPCC dedicates in the chapter on ‘Human Security’ a whole section on ‘Migration and Mobility Dimensions of Human Security’ in its Fifth Assessment Report (IPCC, 2014, pp. 766-771) and includes subsections on migration in other chapters, for example in the Chapter on ‘Emergent Risks and Key Vulnerabilities’:

climate change will bear significant consequences for migration flows at particular times and places, creating risks as well as benefits for migrants and for sending and receiving regions and states .... While the literature projecting climate-driven migration has grown recently ..., there is as of yet insufficient literature to permit assessment of projected region-specific consequences of such migration. (IPCC, 2014, p. 1060)

It is striking that the second quote is formulated in a more cautious way and also includes a reference to ‘benefits’ of climate change related migration. This is due to the fact that there has been an extensive discussion on the relationship between climate change and migration, drawing from multi- and interdisciplinary research carried out during the last few decades which added new frames to the academic debate on mobility and climate change. One of these new frames, which became quite popular among researchers, is the frame of migration as a form of adapting to climate change. The concept of ‘adaptive migration’ particularly highlights the benefits and advantages of mobility with regard to adjusting to a changing climate (see, for example, Baldwin & Fornalé, 2017; Barnett & Webber, 2010; Black et al., 2011).

Oakes, Banerjee and Warner (2020) differentiate between three frames that are used with regard to climate change-related mobility: a securitization-frame, a protection-frame and an adaptation and climate risk management-frame. The paper published by Ransan-Cooper et al.

(2008) distinguishes between four frames, three of which – the victims-frame, the security threats-frame and the adaptive agents-frame – match the three frames presented by Oakes, Banerjee and Warner (2020). In addition, they identify a so-called political agent-frame. My analysis of the UN human rights documents on climate change-related mobility is based on the insights of this research and will distinguish between four frames. Thus, in the following, I will shortly present the main characteristics of these four frames.

The protection- or victims-frame (hereafter, the victim/protection-frame) is based on the narrative that people migrating in the context of or displaced by environment- and climate change-related events are vulnerable, helpless and passive victims

in need of “saving” through foreign donor financial assistance and even asylum. ... The victim framing tends to create an impression that external humanitarian, legal and even financial assistance is required, sidelining how mobile people themselves understand their experience. (Ransan-Cooper et al., 2008)

The discursive emphasis of this frame is on the suffering and abuses of specific persons and groups and on policies and regulations that offer them protection. Oakes, Banerjee and Warner claim that human rights play a crucial role within the victim/protection-frame, as human rights are often presented as the remedy in order to save and protect vulnerable people moving in the context of climate change (Oakes et al., 2020, p. 254).

The securitization/security threat-frame (hereafter, the security-frame) emphasizes, as already indicated above, the risks and threats that migration as well as ‘masses’ of migrants and displaced persons will pose to their home countries and – in case of being displaced or migrating across international borders – to the host countries. Environmental migrants – and migration and displacement as such – are presented as being a security or other fundamental risk to the national, regional or global level, for example, to the safety of people and communities or to legal and institutional systems. Increased border control but also development interventions are policies associated with this frame (Ransan-Cooper et al., 2008, p. 110).

The adaptive agents/adaptation and climate-risk management-frame (hereafter, the adaptation-frame) understands migration in the context of climate change as a solution and as one of many adaptation strategies in order to address increasingly difficult living conditions in a deteriorating environment. The frame emphasizes the benefits and positive outcomes of migration for the host countries as well as for the countries and regions of origin. The frame stresses ‘the need for people who move as a result of climate change to be recognized’ and



promotes ‘the need to include migration as part of a suite of climate change adaptation strategies to help solve the climate change “problem”’ (Ransan-Cooper et al., 2008, p. 111). Migration as an adaptive strategy is conceptualized as being an option actively and preventively chosen to cope with the consequences of climate change-related impacts. It is assumed not only to contribute to the ability or the potential of a system to react successfully to environmental change but also to enable individuals, groups or organizations to benefit from climate change. The benefits may concern the individual and local level but also have an effect on the national and community level. Promoting mobility strategies with migrant and seasonal workers schemes or relocation programs are policies associated with this frame.

The last frame, which conceives environmental migrants as political and social agents (hereafter, the political and social agent-frame), is a rather new frame (Ransan-Cooper et al., 2008, p. 111). This frame concentrates on socio-economic, political and institutional structures and processes, which are shaped by unequal power relations. It highlights the positions of environmental migrants within such a system. Mobile persons are perceived as political and social agents. The narrative concentrates on

how institutions could be reformed and/or new governance designed to provide potential migrants or non-migrants with a greater degree of choice in their mobility decisions, in areas such as labour law, land tenure reform, access to adequate resources (e.g. for relocation) and improving access to decision-making processes. (Ransan-Cooper et al., 2008, p. 112)

Self-determination of migrants, rights-based approaches to governance and law and the strengthening of agency by introducing accessible and comprehensive consultation- and participation-processes are key categories of this frame.

In the following section, first, main documents published by international human rights bodies will be presented. Secondly, it will be analyzed which frames are used in these documents and which ones are the dominant frames.

### **3. Climate change-related mobility as a human rights issue**

For the purpose of this study, more than 50 documents published by UN human rights bodies (e.g. documents, studies, resolutions published by the United Nations Human Rights Council (hereafter, HRC), the United Nations Office of the High Commissioner for Human Rights (hereafter, OHCHR), various treaty-based bodies and Special Rapporteurs) on the topic of climate change were reviewed and those focusing either partly or entirely on mobility were

selected for a detailed analysis. The following overview indicates the main sources that were chosen for the analysis.

In 2008, the HRC adopted its first resolution (Resolution 7/23) that explicitly focuses on human rights and climate change, where it voices its concern ‘that climate change poses an immediate and far-reaching threat to people and communities around the world and has implications for the full enjoyment of human rights’ (UNHRC, 2008). Resolution 7/23 also requested the OHCHR to carry out a detailed analytical study of the relationship between climate change and human rights. The *Report of the Office of the United Nations High Commissioner for Human Rights on the relationship between climate change and human rights* (UNHCR, 2009) was drafted after a consultation process with States, intergovernmental and non-governmental organizations, national human rights institutions and individual experts. The report was adopted on 15 January 2009 and outlines main aspects of the relationship between climate change and human rights (UNHRC, 2009). The report dedicates a section to the topic of displacement. Furthermore, the document also mentions the issues of migration, displacement, eviction and relocation in the sub-section on response measures, in the sections on effects on specific rights and effects on specific groups, in the section on conflict and security risks, in the section on human rights obligations and in the concluding section (UNHRC, 2009).

Since then, the HRC has adopted many resolutions (UNHRC, 2008, 2009a, 2011, 2014, 2015, 2016, 2017, 2018, 2019, 2020) and published several reports and other documents focusing on climate change and human rights in general and climate change, human rights and mobility in particular. In March 2009, the *Report of the Representative of the Secretary-General on the Human Rights of Internally Displaced Persons, Walter Kälin, Protection of Internally Displaced Persons in Situations of Natural Disasters* was published (UNHCR, 2009b). The report discusses relevant legal frameworks and analyzes ‘human rights protection challenges which would seem to be symptomatic of disaster-induced displacement’ (UNHRC, 2009b, para 8). The report further lays down how the protection of affected persons can be strengthened. In August 2009, the UN General Assembly adopted the *Report of the Special Rapporteur on adequate housing as a component of the right to an adequate standard of living, and on the right to non-discrimination in this context* (UNGA, 2009). The report dedicates a section to ‘Climate change and human mobility’ emphasizing the complex linkages between climate change and human mobility and the significant role of the right to housing in this context. In 2011, the then Special Rapporteur on the human rights of migrants, Jorge Bustamante, submitted a report to the HRC, which outlined, inter alia, possible themes for

further study (UNHRC, 2011a). One of the two topics mentioned in this section is ‘Migration in the context of climate change’. The successor of Jorge Bustamante, François Crépeau dedicated the thematic section of the 2012 *Report of the Special Rapporteur on the human rights of migrants* to the impacts of climate change and some of its consequences for migration (UNGA, 2012). The report reviews the international engagement concerning migration and climate change and discusses the challenges of defining climate change-induced migration. The report also identifies people and places ‘vulnerable to climate change-induced migration’ (UNGA, 2012) and examines the role of international law in this context. The report also discusses the potential for political engagement on this issue at national as well as at international levels and outlines recommendations in order to develop appropriate responses.

In the run-up to the Conference of the States in Paris in 2015 (COP 21), the HRC organized a full-day panel discussion with representatives from UN Member States, intergovernmental organizations, civil society organization and academia. The results of the panel discussion including key messages on human rights and climate change were submitted to COP 21 by the OHCHR. In addition, the OHCHR published specific *Key Messages on the issue of human rights, climate change and migration* highlighting ‘the obligations and responsibilities of States and other duty-bearers to address the human mobility challenges created by climate changes’ (OHCHR, n.d.). The latter also contains recommendations for policies and negotiations with regard to the *Global Compact on Safe, Orderly and Regular Migration* (UNGA, 2018) and concerning the work of the *Task Force on Displacement of the Warsaw International Mechanism on Loss and Damage* under the *United Nations Framework Convention on Climate Change* (UNFCCC).

Other reports and studies, published in the UN human rights context, which include references to climate change-related mobility are, for example, the 2016 *Analytical study on the relationship between climate change and the human right of everyone to the enjoyment of the highest attainable standard of physical and mental health* (UNHRC, 2016a), the 2017 *Analytical study on the relationship between climate change and the full and effective enjoyment of the rights of the child* (UNHRC, 2017a), the 2017 *Report of the Special Rapporteur on the rights of indigenous peoples* on the impacts of climate change and climate finance on indigenous peoples’ rights (UNHRC, 2017b) and the 2019 *Report of the Special Rapporteur on extreme poverty and human rights* (UNHRC, 2019a). In addition, the 2019 *Analytical study on gender-responsive climate action for the full and effective enjoyment of the rights of women* (UNHRC, 2019b) as well as the 2020 *Analytical study on the promotion and*

*protection of the rights of persons with disabilities in the context of climate change* (UNHRC, 2020a), both published by the OHCHR, contain a section on human mobility.

As the first treaty-monitoring body, the Committee on the Elimination of Discrimination against Women (CEDAW Committee, 2018) adopted *General Recommendation No. 37 on Gender-related dimensions of disaster risk reduction in the context of climate change* (GR 37) in February 2018. GR 37 contains a chapter on the ‘Right to freedom of movement’, which deals with migration and displacement in the context of climate change.

In 2018, UN Special Rapporteur on Human Rights and the Environment John H. Knox published the *Framework Principles on Human Rights and the Environment* which define ‘the basic obligations of States under human rights law as they relate to the enjoyment of a safe, clean, healthy and sustainable environment’ (Knox, 2018).

Two other important reports of the United Nation High Commissioner for Human Rights and the OHCHR focusing exclusively on climate change-related mobility were published in 2018: the report on *The slow onset effects of climate change and human rights protection for cross-border migrants* (UNHRC, 2018a) and the report *Addressing human rights protection gaps in the context of migration and displacement of persons across international borders resulting from the adverse effects of climate change and supporting the adaptation and mitigation plans of developing countries to bridge the protection gaps* (UNHRC, 2018b). The first report outlines implications of slow onset events for human rights and legal protection gaps in human rights law, refugee law, law on statelessness and environmental law and discusses legal obligations and policy solutions concerning the protection of persons moving in the context of slow-onset disasters. The second report raises the question of human rights protection gaps in the context of migration and displacement of persons across international borders in relation to climate change. The report discusses the relationship between climate change and human mobility as well as the human rights risks posed by climate change-related human mobility. With regard to closing human rights protection gaps concerning climate change-related cross-border movement, the report discusses international law and policy frameworks that specifically address human mobility and/or climate change as well as international human rights law. As part of closing the protection gaps for climate change-related cross-border movement, the report also stresses the role of the mobilization of the means (financial resources and technology) of implementation for climate change adaptation and mitigation.

In July 2020, the *Report of the Special Rapporteur on the human rights of internally displaced persons*, Cecilia Jimenez-Damary, was published (UNGA, 2020). The report

examines ‘internal displacement in the context of the slow-onset adverse effects of climate change’. It discusses the impacts of this kind of movement on the human rights of internally displaced persons and analyzes the obligations and responsibilities of States and other relevant national and international stakeholders and gives recommendations.

#### **4. Framing climate change-related mobility in the UN human rights context**

All four frames presented above, the victim/protection-frame, the security-frame, the adaptation-frame and the political and social agent-frame, are invoked by the documents published by UN human rights bodies on the topic of climate change and mobility. However, the frames are employed to considerably varying degrees and in different ways. In the following, each frame will be discussed in detail with specific examples cited from the analyzed documents.

##### **4.1 Victim/Protection-Frame**

The victim/protection frame is the most prevalent frame concerning climate change-related mobility in all human rights documents reviewed for the purpose of this analysis. The topos of suffering and vulnerable victims of climate change who are ‘forced’ to move and in need of protection is a permanent point of reference throughout all documents. For example, Principle 14 of the *Framework Principles on Human rights and the Environment* (Knox, 2018) lays down that

States should take additional measures to protect the rights of those who are most vulnerable to, or at particular risk from, environmental harm, taking into account their needs, risks and capacities. (...) Natural disasters and other types of environmental harm often cause internal displacement and transboundary migration, which can exacerbate vulnerabilities and lead to additional human rights violations and abuses. (Knox, 2018)

The narrative frequently invoked in the analyzed documents is that of a chain of (potential or actual) harm, abuses and sufferings faced by individuals and groups: firstly, human rights are at stake due to climate change – especially of those individuals who already face disadvantages and marginalization. Secondly, in case individuals and groups are displaced or have to migrate they are confronted with even more violations of their human rights: ‘Movement away from areas affected by climate change ... can ... generate new risks and result in exploitation, discrimination, or exacerbate existing vulnerabilities, especially when safe and legal avenues for migration are lacking’ (OHCHR, undated, para 5; see also, for example, UNGA, 2012, para 36). This ‘double’ risk concerning the human rights of people affected is also illustrated by the

following quotes taken from the 2009 *Report of the Representative of the Secretary-General on the Human Rights of Internally Displaced Persons* and the 2018 report on *Slow onset effects of climate change and human rights*:

Disastrous events not only displace an increasing number of persons, but all too often insufficient attention is paid to the multiple human rights challenges they may face in these situations. ... in the aftermath of natural disasters, pre-existing vulnerabilities and patterns of discrimination and human rights violations are often exacerbated, putting already marginalized and vulnerable groups at an increased risk of human rights abuses. (UNHRC, 2009b, paras 2 & 3)

[W]hile the impacts of slow onset events are indiscriminate, those already in vulnerable situations are at the greatest risk of suffering human rights harms as a result of their adverse effects. These risks are linked to human mobility in at least two general ways. First, risks to human rights in situ contribute to vulnerability, which in turn can act as a driver of migration or displacement. Second, there are specific impacts to the human rights of migrants and displaced persons that need to be addressed. This includes a lack of protection of their human rights at all stages in their journey, in particular in countries of transit and destination and in the context of access to entry and protection from return to harmful situations. (UNHRC, 2018a, para 5)

The narrative is based on the assumption that this vicious circle can only be interrupted with the application of human rights in order to protect the people affected: ‘States have duties to protect and assist migrants, whether internal or international, in accordance with their human rights obligations. This requires taking steps to reduce existing vulnerabilities and build resilience.’ (OHCHR, n.d.) Also the UNHRC (2018) report *Addressing human rights protection gaps in the context of migration and displacement of persons across international borders resulting from the adverse effects of climate change and supporting the adaptation and mitigation plans of developing countries to bridge the protection gaps*, which also relies primarily on a victim/protection frame throughout the document, emphasizes the outstanding role of human rights for the protection of migrants:

In the context of climate change-related cross-border movement, international human rights law, norms and standards offer the most

comprehensive, people-centred and flexible framework for the protection of all migrants in vulnerable situations, including those affected by climate change. (UNHRC, 2018, para 37)

The widespread use of the victim/protection narrative invokes a frame that is not a new motive in the human rights context, indeed, it is rather a long-standing and characteristic narrative of the human rights discourse (see, for example, Mutua, 2001; Kapur, 2002, 2006). The images repeatedly invoked by this frame are the specific sufferings of certain groups or individuals belonging to specific groups who are in danger of an increased risk of marginalization, abuse, disadvantage and distress. For example, the HRC recognized ‘that the world’s poor are especially vulnerable to the effects of climate change’ (UNHRC, 2008), that ‘women are susceptible to gender-based violence during natural disasters and during migration’ (UNHRC, 2009, para 45) and that ‘Girls’ security and bodily integrity can also be threatened by climate change-related displacement’ (UNHRC, 2017a, para 22). The groups frequently mentioned are women, children, indigenous peoples and communities, persons with health problems, migrants and non-nationals, persons with disabilities, the poor, older persons and minorities. They are those who ‘often suffer the most’ (UNHRC, 2009b, para 3; see also UNGA, 2020, paras 29-33).

The victim/protection-frame is widely used in the analyzed documents creating images of the sufferings of vulnerable, marginalized and disadvantaged groups and individuals that are even more affected by harm and abuses when migrating or displaced in the context of climate change. The ‘solution’ offered to victimized individuals and groups are an adequate protection by States which ‘have ratified at least one international human rights treaty.’ (OHCHR, n.d.)

#### **4.2 Security-Frame**

Understanding displacement and migration as a threat to national, international or regional security is another frame that is traceable in the human rights discourse on climate change-related mobility. This frame is not often used in the documents analyzed, although climate change as such is usually conceptualized as a threat, however, predominantly as a threat to the enjoyment of individual rights and for ‘people and communities’ (UNHRC, 2008; UNGA, 2020, paras 6, 22 & 29).

Yet, occasionally the security-frame, as indicated above, that conveys the notion of climate change-related mobility as a threat to communities, regions and countries and their institutional and legal systems is also invoked in the human rights context. Climate change-related migration is assumed to have negative impacts in several ways, for example, it is said to ‘aggravate economic problems in receiving areas’, to increase ‘pressure on urban infrastructure

and services’ (UNGA, 2009, para 28) and ‘to pose major challenges to public health systems and access to health goods and services.’ (UNHRC, 2016a, para 28)

Direct connotations with the typical security terminology are made when claiming that ‘barriers to entry and practices that put migrants at risk have emerged. This has resulted in border governance and immigration measures that include the use of violence, pushbacks, the erection of fences, and administrative sentences.’ (UNHRC, 2018a, para 6) Other examples with an explicit security framing are the reference to resource scarcity linked to climate change, which can lead to migration and displacement (UNHRC, 2018a, para 8) and violent conflict. (UNHRC, 2018b, para 9; UNGA, 2020, paras 20-23)

A remarkable peculiarity of the human rights debate on climate change-related mobility as a threat is the occasional framing that climate-related mobility might be a threat to rights, to refugee protection and to international law: for example, the 2009 Report published by the OHCHR indicates – in line with the argument of other international bodies such as IOM or the UNHCR – that using the term ‘climate refugees’ or ‘environmental refugees’ ‘should be avoided in order not to undermine the international legal regime for the protection of refugees’ (UNHRC, 2009, para 57). Furthermore, the report *The slow onset effects of climate change and human rights protection for cross-border migrants* points out that the ‘mobility—and immobility—associated with slow onset effects is a global phenomenon that will test the limits of international law and cooperation.’ (UNHRC, 2018a, para 6) Thus, forced migration and displacement – internally and externally – is not only presented as being a threat to individual rights, which is a topos that overlaps with the victim/protection-frame – it is suggested to be a threat or at least a challenge to legal systems and international cooperation.

Although the security-frame is not widely used in the human rights discourse, nevertheless it is invoked from time to time pointing out several ways climate change-related mobility may be threatening the community, the national level and even institutional and legal systems.

### **4.3 Adaptation-Frame**

Although the adaptation-frame is widespread in academic literature on climate change related-mobility, it is quite rare in international human rights discussions and documents. Instead, climate change-related mobility is often seen as a failure to adapt to climate change when the climate change-related causes of (forced) migration are not adequately addressed:

People are more likely to leave their homes if they are not provided adequate protection and assistance to adapt to climate harms. Efforts to address the causes of forced migration in the context of climate change should seek to protect rights, strengthen social protection systems, reduce



disaster risk and exposure, and increase adaptive capacity. (OHCHR, undated, para 3)

In the 2009 report, the OHCHR, however, also emphasizes that ‘climate change adaptation covers a wide range of actions and strategies’ and mentions the relocation of ‘populations from flood-prone areas’ as one example of adaptation strategy (UNHRC, 2009, para 15; see also UNHRC, 2011a; UNGA, 2012). Other examples are the *Report of the Special Rapporteur on adequate housing as a component of the right to an adequate standard of living, and on the right to non-discrimination in this context* explicitly quotes the IPCC, which states that

in many cases migration is a longstanding response to seasonal variability in environmental conditions, it also represents a strategy to accumulate wealth or to seek a route out of poverty, a strategy with benefits for both the receiving and original country or region. (UNGA, 2009, para 22).

It also points out that ‘peoples might move voluntarily, in search of a better life’ (Ibid., para 23) and refers to return migration and seasonal migration as a livelihood diversification strategy and the opportunity of migrating seasonally and sending remittances as an example of migration as an adaptation strategy (Ibid., para 26, with reference to Warner et al., 2009). In addition, the 2018 report on human rights protection gaps mentions the promotion of migration as a form of climate change adaptation in some countries as best practice. The report further points out the significance of reaching bilateral migration agreements in order to ‘facilitate safe, orderly and regular movement provided such agreements are non-discriminatory and comply with international human rights obligations’ (UNHRC, 2018b, para 62). Framing climate change-related movement as an adaptive strategy emphasizes the potential of migration to guarantee the human rights of people choosing this option (UNHRC, 2018a, para 10) and ‘to be a solution to cope with climate change’ (UNGA, 2012, para 88).

However, the adaptation-frame used in the human rights documents has some noteworthy characteristics: whenever the possibility is mentioned in the documents that climate change-related mobility may be an adaptive strategy, it is frequently directly countered by an argument highlighting the negative consequences of climate change and climate change-related movement. That means, although the documents occasionally emphasize the opportunities of movement, the role of remittance to increase resilience and the proactive nature of the ‘decision to move’ (UNHRC, 2018b, para 6), they often explicitly connect migration as adaptation with a negative context: ‘People may also move as a way to adapt or to proactively avoid severe impacts’ (UNHRC, 2018b, para 12; see also UNGA, 2020, para 15). The discursive emphasis is not primarily laid on the positive outcome but on the avoidance of negative impacts. The

OHCHR in its *Key Messages on Human Rights, Climate Change and Migration* says that ‘relocation can take advantage of opportunities to plan for the predicted impacts of climate change and move individuals and communities away from unsafe areas.’ (OHCHR, n.d.) Thus, the adaptation frame is not only used rather scarcely compared to the victim/protection frame, often it is mentioned and immediately modified by a victim/protection frame, using formulations such as ‘although migration can be a strategy for adapting to climate change’ (UNHRC, 2016a, para 28) followed by phrases or wordings that indicate a victim/protection-frame. Paradigmatic examples are the following quotes:

Movement away from areas affected by climate change is a fundamental right and may provide individuals and communities the opportunity to avoid climate impacts and improve resilience. Yet it can also generate new risks and result in exploitation, discrimination, or exacerbate existing vulnerabilities, especially when safe and legal avenues for migration are lacking. (OHCHR, undated, para 5)

Although many women may migrate into situations of greater empowerment or assume leadership roles in the response to climate change, human mobility poses unique risks to women. Women on the move are more likely to suffer from sexual and gender-based violence. (UNHRC, 2019b, para 23)

The benefits of mobility in the context of climate change are indicated, however, they are often immediately juxtaposed with the problematic and negative impacts associated with climate change-related mobility.

#### **4.4 Political and social agent-frame**

Perceiving people migrating or displaced in the context of climate change as social and political agents who exercise their human rights, who articulate their experience and participate in the economic, political, cultural and social sphere is also an increasingly recurring frame in the human rights discourse. This frame can be identified in several regards; firstly, there is a repeated emphasis of human rights documents on the importance of enhancing the right to participating in decision-making:

Participation in decision-making is of key importance in efforts to tackle climate change. For example, adequate and meaningful consultation with affected persons should precede decisions to relocate people away from hazardous zones. (UNHRC, 2009, para 79)

In particular, the right to information and participation has been stressed with regard to indigenous communities, including the importance of their traditional knowledge for tackling the challenges of climate change (UNHRC, 2009, para 52; Knox, 2018; UNGA, 2020, para 35) but also concerning affected population, including migrants, in general (UNGA, 2009, OHCHR, n.d.; UNGA, 2020, para 34-37). It is not only emphasized that ‘participatory rights will be particularly important for any planned relocation’ (UNGA, 2009, para 48) but also that the participation of concerned communities in decision-making must be ensured when planning and implementing mitigation and adaptation projects (UNGA, 2009, paras 73 & 75).

Furthermore, the structural dimension of climate change that enables and restricts decision-making and mobility choices is also a factor mentioned repeatedly. An example in this regard is the category of gender in the context of climate change-related mobility: ‘Gender-based stereotypes, household responsibilities, discriminatory laws, lack of economic resources and limited access to social capital frequently restrict the ability of women to migrate.’ (CEDAW Committee, 2018, para 76) Consequently, the participation of women in decision-making is repeatedly stressed, for example

the participation of migrant women, including those who have been displaced as a result of disasters and climate change, in the development, implementation and monitoring of policies designed to protect and promote their human rights at all phases of migration. Particular efforts must be made to involve migrant women in designing appropriate services in areas including; mental health and psycho-social support, sexual and reproductive health, education and training, employment, housing, and access to justice. (CEDAW Committee 2018, para 78(b))

Secondly, an important momentum in this context is the focus on active entitlement by human rights instead of a focus on passive protection against potential or actual violation of human rights. This issue is closely connected with the focus on empowerment: ‘A participatory approach to climate change should also ensure access to education on environmental issues, to empower individuals and their communities in decision-making processes that will impact their lives’ (UNHRC, 2018a, para 47). The emphasis of the political and social agent-frame in the human rights documents is reflected by a shift in the language of the narrative that stresses that persons affected ‘are entitled to access information, consultation, and participation in all stages of decision-making’ (UNHRC, 2018a, para 46) or that they have the right to access to information. It also emphasizes that ‘freedom of movement, including movement away from climate change-affected areas, is a fundamental right’ (UNHRC, 2018a, para 46). The

‘protection of the rights of specific vulnerable groups and individuals’-language is replaced by a ‘people have a right to’-language. In the later approach, people are active subjects, who proactively use their rights and influence individual as well as collective living conditions through choices, action and policies, instead of being passive objects in need of protection.

A third indication of the political and social agent-frame in the human rights context is the insistence on the right to access to justice for those affected by climate change and the provision of ‘effective mechanisms to prevent and redress human rights harms resulting from the adverse effects of climate change, and from climate change mitigation and adaptation’ (UNHRC, 2018a, para 46). The focus is on the right to use the legal system, to actively address injustice, to claim entitlements and hold governments and other entities accountable for climate change-related issues and harms.

Fourthly, some human rights documents explicitly underline the position of affected persons as agents: ‘Those disproportionately affected by climate change — including migrants — ... must be recognized as agents, actors and leaders in addressing climate change and its impacts including those related to human mobility’ (UNHRC, 2018b, para 22; UNHRC, 2018a, para 57). Yet, this quote also indicates a problematic issue: sometimes when the political and social agent-frame is invoked in the documents it is rather added on to the victim/protection-frame instead of a continuous framing of the issue. The assertion that ‘persons who are disproportionately affected by climate change are not simply passive victims’ and that they ‘can be agents, actors, and leaders’ (UNHRC, 2018a, para 57; see also UNGA, 2020, para 34-37) is often made after continuously framing climate change-related mobile persons with a victim/protection-narrative. This practice considerably undermines a political and social agent-framing.

## 5. Conclusions

This article started from the premise that it matters how we talk about issues such as climate change and climate change-related mobility. The narratives, metaphors, attributions and concepts – in other words, the frames – we use, for example, in legal texts have far-reaching implications. The assumption that climate related-mobility in the international human rights context is predominantly discussed by using a victim/protection-frame was confirmed by the analysis of UN documents focusing either partly or entirely on mobility in the context of climate change. This means, the main narrative and, subsequently, reference point for legal and political action suggested by these documents, is the narrative of climate change-related mobile persons as suffering and vulnerable victims in need of protection. Frequently, the vulnerable

victim-narrative is collectively attached to specific groups such as women, children, girls, the elderly, disabled persons, the poor, indigenous communities or minorities. This practice not only hampers a more precise and accurate analysis of the interrelation between climate change-related mobility and inequality structures, but also contributes to a stereotypical representation of these persons and groups. This is reinforced by the protection-metaphor frequently used with relation to human rights, which invokes images of weak, helpless and passive individuals. As was pointed out by academics, the extensive recourse to a victim rhetoric has problematic consequences and may enforce gendered, and racist stereotypes and images of the victimized 'Other' as well as protectionist political agendas (Kapur, 2002, 2006; Mutua, 2001).

Although the victim/protection-frame is the most prevalent frame in the documents analyzed for this study, there is not an exclusive reliance on this frame. A narrative that has recently gained momentum is the political and social agent-frame. This frame emphasizes the right to participate in decision-making as well as structural factors, which influence the exercise of individual rights. The focus is on active entitlement and empowerment by enhancing participatory approaches and the right to access to justice. However, as this approach is often used as an add-on to the victim/protection-frame its impact is considerably weakened and sometimes appears to be a mere window-dressing exercise. A continuous application of the political agent-frame with a focus on empowerment, entitlement and participation would require a complete reformulation of the discourse.

Another finding of this study is that the two remaining frames, the security-frame and the adaptation-frame, are used rather infrequently in the analyzed documents. This is a promising result from a human rights perspective as the security-frame is a rather problematic approach to mobility. When the security-frame is invoked in the documents mobility is not only seen as a threat to political and economic systems and institutions but also to the law and to the rights of (other) individuals.

The analysis also shows that the adaptation-frame, which is usually widely used in academic debates on climate change-related mobility, is seldomly used in the human rights discourse and when it is used, it is often juxtaposed by a victim/protection frame. This practice not only hampers a more comprehensive understanding and addressing of the issue at stake, it also prevents a more positive and benefit-oriented framing of mobility in the context of climate change. In addition, it avoids opportunity to accommodate and address the complexity of climate change-related mobility.

The Special Rapporteur on the human rights of migrants has pointed out 'that some of the definitional complexities around climate-change-induced migration are telling of the

limitations of the current paradigm in which migration is largely framed within the context of international law' (UNGA, 2012, para 59). The analysis of international human rights documents has demonstrated that how mobility in the context of climate change is framed is not inevitable, it is a choice. As was mentioned at the beginning of this contribution, if legal stakeholders describe or interpret legal acts differently, reality can change (Faber & Reimerink, 2019, 16). If policy and legal actors in the international human rights context frame climate change-mobility differently, the reality for mobile persons can change as well. In other words, it matters if people are perceived as passive and weak victims of climate change who need to be protected (victim/protection-frame) or if they are seen as social and political agents who need to be involved in decisions making (political and social agent-frame). It also makes a difference if climate change-related mobility is framed as a threat or as solution. Against this background, a profound and comprehensive discussion of the frames and narratives used by human rights bodies in discourses on climate change-related mobility and the political and practical consequences of these frames is necessary. Subsequently, a deliberate, coherent and continuous reformulation of the discursive and narrative approaches adopted by international human rights bodies towards climate change-related mobility is needed.

### End Note

1. The report was requested by UNHRC (2008), *Resolution 7/23. Human rights and climate change*. UN Doc A/62/276, annex 1.

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## **Presentation and Comprehensibility of Public Policies in Online News Articles**

**Michelle Anne A. Marasigan**  
Cagayan State University, the Philippines

**Rachelle Ballesteros-Lintao**  
University of Santo Tomas, the Philippines

**Michelle Anne A. Marasigan** is currently an instructor and writer at Cagayan State University in Tuguegarao, the Philippines. In 2018, she finished her Bachelor of Arts in English Language Studies at the University of Santo Tomas in Manila. She also presented her research on forensic linguistics at the 14th Biennial IAFL Conference in Melbourne, Australia in July 2019. Email: [mchllmarasigan@gmail.com](mailto:mchllmarasigan@gmail.com)

**Rachelle Ballesteros-Lintao** is a full professor and the incumbent Chair of the Department of English, University of Santo Tomas in Manila, the Philippines. Her research interests include forensic linguistics, language education, and language and technology. She is the Country Representative of Clarity, an international plain language organization. ORCID ID: <https://orcid.org/0000-0002-9539-9688> Email: [rblintao@ust.edu.ph](mailto:rblintao@ust.edu.ph)

### **Abstract**

Language is the primary vehicle in which public policies are expressed for “all concepts in law are linguistically constituted and expressed” (Silbey, 1989, p. 1) to the people. Public policies are acquired and consumed by the public through the media that today has taken on a new platform which is the internet. However, laws have a reputation of being incomprehensible due to the complexities of the legal language and become a problematic situation for the people who are directly affected by such difficulty. Hence, this research aimed at looking into how public policies are integrated and explained in online news articles. Furthermore, the study attempted to determine the text comprehensibility of these articles among the lay people in explaining the details of the laws embedded within these texts. Forty online news articles containing the Free Tuition Law and TRAIN Law were collected from two main news organizations in the Philippines. Pan and Kosicki’s (1993) Framing Analysis was used to determine how laws were incorporated in the news articles through syntactic structures. Focus group discussion was conducted to determine how lay readers comprehend the legal information in the news articles. In this study, it was revealed that public policies are used in the online news articles as an extension of the 5Ws and H of the story. This study also revealed that although public policy related news articles have similar dominant presentation styles, it can be noted that they also have differences.

**Keywords:** Media Discourse, Text Comprehensibility, Forensic Linguistics, Language and Media

## 1.0 Introduction

### 1.1. Background of the Study

For a society to thrive, public policies are implemented to establish order among its constituents in which the political system takes the position of an authority that allocates the values that are upheld by the society (Easton, 1965). Law becomes a moral mirror that reflects the “ways of being, social relations, and conceptions of value” (Silbey, 1989, p. 1) where language is seen as a useful means in the construction of social order. Solan, Stein, and Tiersma (2012) reiterate the connection between language and law for “all concepts in law are linguistically constituted and expressed” (1). In order to understand law, one must first understand language (Leonard, 2005). This connection can be seen in one of the branches of linguistics called forensic linguistics which tackles the interplay between language and law wherein the science of linguistics is used in exploring and appreciating issues that are related to law. One of the main purposes of forensic linguistics is to use language to provide insights to the understanding of legally significant language data (Christensen et al., 2017). This is in line with the goal of the field which is to help in the administration of justice.

However, Heaton (2013) states that people find difficulty in understanding legislation because of its structure, degree of detail and the occurrence of habitual amendments. Furthermore, legal language is known for its incomprehensibility to lay people due to its “great formality, wordiness, and complexity” (Boleszczuk, 2017, 68). Butt (2001) also adds that due to its aim of feigning a sense of precision in the use of language, legal English is now manifested as the usage of jargons and is distinguished as formal. Empirical research has shown that non-lawyers find difficulty in understanding legal documents such as consumer contracts, consent-to-surgery forms or statutes among others (Benson & Kessler, 1986). Given these characteristics of legal language, complications arise with regard to the capability of the ordinary people to understand legal documents.

Article 3 of the New Civil Code (NCC) of the Philippines states that “ignorance of the law excuses no one for compliance therewith” as one of its established principles (RBSI, 2011). This legal maxim means that no one is excused or exempted of these imposed societal rules for the reason of unfamiliarity to them. A support of this rule is provided in Article 2 of the NCC which states that a new law will only be considered in full effect after 15 days upon the fulfillment of publishing the newly ordained law in a newspaper of general circulation within the country and/or in the *Official Gazette of the Republic of the Philippines*, the official government-run journal of the nation. In the case of *Tañada v. Tuvera* (Supreme Court of the Philippines, 1986), which is viewed as a landmark case, it was established that publication of

a recent legislated rule is a vital process before a law takes effect. The Supreme Court of the Philippines has reiterated that citizens should be given a sufficient notice to regulate their behavior in accordance with a newly enacted law before its execution. The failure of such process is considered to be a form of injustice on the part of the people who will be charged of misconduct without a notice that such law has come into existence. Therefore, the media's ideal role is to be the source of information with a vital duty in educating the public.

### **1.2. Public Policies and the Media**

Public policy, in its broad term, refers to a principle of action proposed by the government that is created and implemented for the welfare of the public. Public policies include laws. In Political Science, law refers to the will and commands imposed by the state which is then enforced by its sovereign political authority (Bunquin & Calilung, 2014). It is a fundamental instrument that enables people to solve daily disputes like property, employment, and violence (Hadfield, 2017). Mackay and Shaxton (2007) explain that a government authority generates these policies as “normative guidelines for action” (p. 2) but there are other players in the policy cycle. One of them is the media. One cannot deny the media's role as the conveyor of information to the public to the extent of generating interest and shaping the opinion of the people (Mackay & Shaxton). In such manner, there can also be a problem arising as to how these laws are reached and understood by the lay people. The primary way of circulation of such information is through mass media. As the most influential information generator, the media serves as a driving force of what the masses knows about the newly enacted public policies that are in effect to the community.

With the multitude of events that takes place at a time, journalists have the role of deciding which occurrences are more newsworthy. According to Stephens and Lanson (1993), the journalists make the choice on what readers want or need to know such that the indispensable skill of news judgment is placed in the hands of media personnel who decides which news are worth pursuing and which stories deserve the most prominence. Ideally, the media's role is promoting democracy to create informed choices by offering balanced and reliable information.

### **1.3. Emergence of the New Media**

News making has evolved and visibly changed in today's era. Husni, Wenger, and Price (2016) describe the current state of print media as a medium in the United States of America. In recent times, there is now a need for the newspaper companies to adapt to the trend of digitalizing news consumption. Hicks (2016) explains this sudden change as a ‘disruption’ to the previously unchallenged domain of traditional newsroom. The main factor of this change

is to keep up with the increased amount of audience that switch to mobile use for newspaper content (Husni et al., 2016).

Moreover, Tereszkievicz (2012) noted that there is an occurring transformation in the form and text in media where online newspapers are a primal example of a complex news genre. This is because of the growing sense of urgency when it comes to the production of news. Since the dissemination of information in the platform is as easy as clicking a button, online articles strive to be published right after an event takes place to achieve the value of recency which is also an important factor in traditional news outlets. This is important to take note because the content, form, and style of a news article is largely entwined (Broersma, 2007).

#### **1.4. News Presentation**

The presentation of news can be looked at from the perspective of the different journalistic styles and forms employed by journalists to organize information. Hicks (2016) notes that there is more sense to say that the approach to news writing is mainstream or traditional – with a touch of variations. This is still an observed phenomenon today as news styles are still taught in journalism.

In books such as the *Introduction to Journalism* by Orellano (2017) and *Writing for Journalists* by Hicks (2016), it can be observed that the chapter for news writing includes two news formulas that are considered as the foundation for news writing. These are Rudyard Kipling's six questions and the inverted pyramid.

Orellano (2017) further explains that Kipling's six questions include the who, what, when, where, why, and how of a particular event. News writing strives to answer these basic questions in order to produce a good news story. These form and structure are sometimes called "the inverted pyramid" which is characterized by the decreasing importance of information in ensuing paragraphs with strong reference to the six questions in terms of content.

Among other structures present in this discipline, the "inverted pyramid" technique is one of the considered cornerstones in news writing. In this structure, the information that is considered as the most important goes at the top, followed by the elaboration and details, and where the least important information is found at the bottom of the conceived upside-down pyramid (Telg, 2015). Hicks (2016) states that the purpose of such writing style is for the readers to have an option to stop reading the article when their curiosity is quenched, this is without worrying that an important information is missed.

In journalism, Broersma (2007) explains that the utilization of forms and style assures the function of news. Its primary aim is "to impose and legitimize valid representations of the



social world” (p. 9). On the part of the readers, Zarrati, Nambiar, and Maasum (2014) state that the structure of the text assist in the process of constructing meaning wherein awareness of the text structure acts as an aid in improving a material’s comprehensibility.

### **1.5. Comprehensibility**

Comprehensibility is described as the ease of understanding, which is the principal factor in determining the utility of a text (Tanaka et al., 2013). Comprehensibility is one of the key factors of evaluating the quality of a text as well as gauge the reader's perception of the material presented.

Previously, determining the comprehensibility of materials was equated to the application of readability formulas (Zakaluk & Samuels, 1996). Clewell and Clifton (1983) state that factors of readability like vocabulary difficulty and sentence length were the primary criteria for determining comprehensibility, but such assumption was challenged since “comprehension may actually be negatively affected if texts are designed to meet the constraints of readability formulas” (219). This is in view of readability as more of a declaration of the difficulty of the text (Zakaluk & Samuels, 1996) rather than act as a gauge on the understanding of the readers. Researchers are now looking past the readability formulas to recognize the components of a text that contribute to its comprehensibility. Some of these features include the choice of information that is embedded within the text together with the way it is organized and the structure of the text itself. The text’s structure is regarded as an important feature of comprehensibility for it affects the information that a reader can recall. A text that is poorly organized imposes greater demands to the reader who links the relationships among ideas (Clewell & Clifton, 1983).

### **1.6. Review of Related Studies**

Heaton (2015) asserts that legislation that is marked by clarity and effectiveness is vital to a good government. However, there is a complication to the understanding of these texts because of the way it is presented. This is what Gunnarsson’s (1984) study found when he investigated the functional comprehensibility of legislative texts by testing the comprehensibility of the Joint Regulation Act in contrast with an alternative law-text that he wrote with consideration on content-structuring to express the provisions of the act clearly and explicitly. In his study, three groups comprising the following were chosen to be the participants for determining the comprehensibility of the text: the group of lawyers who have a background about public policies; the group of trade union members who are the directly affected people of the act, and the unemployed group who are not affected by the act.

Results showed that in the legislative text, the law group had the highest percentage of correct answers, whereas between the two non-law groups, the trade union had noticeable higher correct response frequency than the unemployed group. Meanwhile, the responses to the alternative law text showed that all groups had significantly higher correct response frequencies compared to those who had the original text. Obviously, the language used in the legal texts was more comprehensible to the legal professionals rather than to the people whom the laws are applied to and who have to abide by these laws. The results of the study are also remarkable in terms of the groups who examined the alternative law text where all had increased comprehensibility. Thus, public policies are well understood if the content and structural level are taken into account in the presentation of data.

In his study, Gunnarsson (1984) also presented pointers to the factors he considered in making the alternative law text used his study. He explained that to achieve increased comprehensibility in a legal text, it must be explicitly stated and be adaptive to the lay people's perspective. This means that the choice of rules, facts, and words can be analyzed from the view-point of the citizen's use of the text.

This is in line with the principle of the media in which the language used in a newspaper must be the everyday language used by its readers, to reach a larger audience (Howard, 2000). News is a manner of expressing the constitutive rules of public life (Ryfe, 2016), wherein the foremost source for the public to acquire and be educated with the newly enacted public policies by the government in the country is through its publication in news outlets of general circulation.

Now, the news has joined the digital revolution. Despite the emergence and unchallenging availability of the new media in today's daily life, online news articles still remain as an under-researched area (Tereszkiewicz, 2012). This is especially true in its responsibility to disseminate information relating to public policies and their effect on readers, especially that public policies have a reputation of being a laborious task to understand.

News, according to Broersma (2007), is studied through the context of other research disciplines, including language studies where the analysis of content and text widen the empirical basis of media history that "too often lacks a systematic analysis of newspaper content" (p. 12). Fischer (1991) studied the role of news media in policy making in the context of Canada. This was done to test the capacity of the media to take part in the legislation process through newspaper articles. Using content analysis, the study proved that rather than have a significant impact in the legislative setting, reporters were more influential in transmitting

information to the public. This is true to the function of the media which is to engage the citizens in the business of governance by informing and educating the public (Coronel, 2003).

Upon extensive research, it was found that no related studies were available for the analysis on the presentation of public policies in online news articles, as well as how readers comprehend these policies based on the way it is presented in this kind of text. Hence, it would be interesting to explore such undertaking.

### **1.7. Statement of the Problem**

This study aimed to identify how public policies are introduced in online news articles to inform and educate the readers of public policies through the analysis of the presentation style used in law-related online news articles. Moreover, the study strived to determine the text comprehensibility of these online news articles in explaining the details of the laws that is needed to support the news' claims of truth. Specifically, this research sought to answer the following questions:

1. How are public policies presented in online news articles?
2. How do the readers comprehend the public policies presented in online news articles?

### **1.8. Theoretical Framework**

This study was specifically anchored on the syntactical structure of the framing analysis proposed by Pan and Kosicki (1993). Framing devices act as "tools for newsmakers to use in composing or constructing news discourse" (59) in the text. In this framework, syntactic structure is referred to as the pattern of words or phrases within the sentences. The concept of the inverted pyramid is the main component of this strand since it deals with the sequential organization of the structural elements of a news report.

Telg (2015, p. 2) further categorizes the inverted pyramid into four parts. First is the *lead*, which he described as the "key" to a story that summarizes the five Ws and H (who, what, when, where, why, and how) of the account. This is followed by the *secondary information* that is an extension of the five Ws and H. Next would be *the background information* which includes the incidents that lead to or following the event. At the bottom-most portion of the pyramid is the *additional information* which adds details of the story.

This study specifically utilized Pan and Kosicki's (1993) syntactic structure category in order to determine the placement or location of the laws in the news articles through the inverted pyramid structure.

Kintsch and Welsch's (1991) Construction-Integration Model's construct of comprehensibility, which is the interaction between the perception and problem solving of the

reader, is seen as the guiding definition for comprehensibility in this study. Specifically, this paper looked at comprehension as the perceived ease or difficulty in understanding when it comes to the specific public policies presented in the online news articles. Moreover, the problem-solving ability of the reader is seen as the art of reasoning of a certain person as to how they regarded such information as easy or difficult to comprehend as a result of the combination of the reader's knowledge and the information in the text.

## 2.0 Methodology

### 2.1. Research Design

This research made use of the qualitative-descriptive design since its primordial purpose was to describe how online news articles on public policies were presented. Also, it explored the relationship between the presentation of the online news articles and the understanding of the reader through the design.

### 2.2. Research Corpus

The online articles that were collected for the study dated from January to December of 2017. *Philippine Daily Inquirer* (<http://www.inquirer.net>) and *Manila Bulletin* (<http://www.mb.com.ph>) were the main sources of the online news corpus. They were chosen as the origin of the online news articles since both media outlets are part of the most widely known major broadsheet in the Philippines. Therefore, their names are established to the Filipino people for bringing trusted source of daily information. It was also considered that the two media outlets have the same origins of starting out from printed media before taking on the virtual stage, making their articles to follow a suit of structure that is expected of journalism standards.

The two laws that were subjected for analysis are the following:

- Republic Act No.10931 or the *Universal Access to Quality Tertiary Education Act* (also referred to here as the Free Tuition Law)
- Republic Act No. 10963 or the *Tax Reform for Acceleration and Inclusion* (TRAIN)

The two laws were chosen since they had the most online news articles available. In total, 40 online news articles were used as corpus for this study. Five (out of the 20) news articles were chosen through random sampling for each law that were used for the Focus Group Discussions (FGDs) to determine the comprehensibility of the materials. The five news articles are meant to represent a sample of the corpus.

Meanwhile, the research participants for the FGDs, were two different groups of people that were directly affected by the specific public policy under study. This will be further elaborated in the next section.

For each public policy, the online news articles were labelled from 1 to 10 for the articles obtained from the *Manila Bulletin* (MB), and 11 to 20 for articles acquired from *Philippine Daily Inquirer* (PDI). For the excerpts indicated, the *Universal Access to Quality Tertiary Education Act* was coded as (FT), while the *Tax Reform for Acceleration and Inclusion* was coded (TR). For each paragraph, the number of articles out of the 20-chosen texts was indicated followed by the number of the paragraph within the news article to which the specific excerpt is found.

Sample code: (MB-FT, Article 2, 1.)

This means that the online news article was from *Manila Bulletin* under the *Universal Access to Quality Tertiary Education Act*. The excerpt was from article 2, paragraph 1.

### **2.3. Research Participants**

The 10 participants that evaluated the comprehensibility of the online news articles about the *Universal Access to Quality Tertiary Education Act* were third year students in a Bachelor of Arts program, aged 18 to 19 from a state university located in Tuguegarao City, Cagayan Valley, Philippines. On the other hand, the 10 professionals who took part in the FGD for the TRAIN Law were teachers aged 30-35 from the same government-run school.

The participants were considered as the target readers and were chosen through convenience sampling with the consideration that one must be part of the student/workforce bracket. The study population was meant to represent the wider population that are the directly affected group for the public policies under study.

### **2.4. Research Procedure**

The online news articles were culled and then evaluated using Pan and Kosicki's (1993) Framing Analysis framework particularly on the syntactic category. The structure of the online news articles was determined based on the organization of the information. The segmentation of the news articles was done by identifying the lead, secondary information, background information, and additional information. Tallying was done by counting the frequencies of the categories designed using content analysis to define the types of presentation style used in presenting the law. The number of occurrences for each category was considered for each part of the news article.

FGDs were conducted to determine the comprehensibility of the news articles based on their presentation in the online news articles. The researcher acted as the moderator that assisted in the flow of discussion.

The participants were given the option to express their opinions and ideas in the language they are most comfortable with. The FGD lasted for 45 minutes to an hour, both discussions were audio-recorded and transcribed.

## 2.5. Data Analysis

In this study, the concept of qualitative content analysis was used by creating categories based on how public policies were presented in the online news articles. After the 40 online news articles under investigation were analyzed and categorized based on their placement format and presentation styles, the paragraphs containing any information about the public policies under study were classified under the categories *Direct Reference*, *Indirect Reference*, *Description*, *Effect*, *Objective*, and *Comparison* styles of presentation. Since this research is exploratory in nature, such categories were devised based on the distinct ways in which the public policies under study were presented in the corpus.

The following categories are as follows:

- *Direct Reference* - the information explicitly mentions the specific name of the public policy (i.e., *Universal Access to Quality Tertiary Education Act* and the *Tax Reform for Acceleration and Inclusion*). The name of the public policy may include terms such as Republic Act, the House Bill, the Senate Bill or the Implementing Rules and Regulations among others as they relate or refer to the particular public policy under study. Generic names referring or mentioning the specific public policy (i.e., law, bill) were also placed under this category.
- *Indirect Reference* – the information does not explicitly state the name of the public policy but merely refers to it.
- *Description* - the information states, explains, describes, summarizes, or expounds the public policy in relation to its provisions.
- *Effect* - the information states a possible outcome in the society or in the economy as a result of the public policy.
- *Objective* - the information comprises of the purpose or goal of the stated public policy.
- *Comparison* - the information involves the use of differentiation to distinguish two ideas that surround the public policy. For example, in the *Tax Reform for*

*Acceleration and Inclusion*, a comparison of the provisions about the public policy between the Senate and House Bills are presented.

### 3.0 Results and Discussion

#### 3.1. Presentation of Public Policies in Online News Articles

The presentation of public policies was determined by looking at the occurrences of the presentation styles created using content analysis in each part of the online news articles according to the sections of the inverted pyramid.

**TABLE 1.**

**Summary of the Occurrences of Each Category under Each Part of the News Article for the Universal Access to Quality Tertiary Education Act**

| CATEGORY                      | LEAD      | SECONDARY<br>INFORMATION | BACKGROUND<br>INFORMATION | ADDITIONAL<br>INFORMATION | TOTAL      |
|-------------------------------|-----------|--------------------------|---------------------------|---------------------------|------------|
| <b>DIRECT<br/>REFERENCE</b>   | 16        | 89                       | 39                        | 21                        | <b>165</b> |
| <b>INDIRECT<br/>REFERENCE</b> | 3         | 23                       | 8                         | 9                         | <b>43</b>  |
| <b>DESCRIPTION</b>            | 12        | 42                       | 21                        | 9                         | <b>84</b>  |
| <b>EFFECT</b>                 | 0         | 7                        | 4                         | 3                         | <b>14</b>  |
| <b>OBJECTIVE</b>              | 0         | 4                        | 3                         | 3                         | <b>10</b>  |
| <b>COMPARISON</b>             | 0         | 0                        | 0                         | 0                         | <b>0</b>   |
| <b>TOTAL</b>                  | <b>31</b> | <b>165</b>               | <b>75</b>                 | <b>45</b>                 |            |

In the Universal Access to Quality Tertiary Education Act, *direct reference* has the greatest number of occurrences in the *lead*, *secondary information*, *background information*, and the *additional information* of the news articles. An excerpt below shows how it was used:

(1) In August, President Duterte signed the **Universal Access to Quality Tertiary Education Act (RA 10931)** which grants free tuition to all SUCs and LUCs in the country, despite having unclear source of funds. (MB-FT, Article 8, 3.1.)

It can be seen from the excerpt above that the name of the law was directly mentioned. This can be credited to one of the principles of news writing which describes news as specific, and should not be general in order to establish clarity (Harcup, 2015).

*Description* followed as the next most frequent category in *the lead, secondary information, and background information*.

(2) The **free tuition of accredited state universities and colleges (SUCs), local universities and technical vocation schools** may be funded through the budget realigned from three departments which underperformed in its usage of its funds. (PDI-FT, Article 19, 1.)

As seen in the excerpt above, it was observed in the *description* category that the most mentioned component of the law are the main provisions which are the “free tuition” and “state universities and colleges (SUCs)” which summarizes the intent of the law. It can be noted that this public policy is the first of its kind in the Philippines. Thus, introduction to the Free Tuition Law’s main elements is a crucial undertaking. This is in accordance to the principle of news writing wherein the news article should answer as much questions in the 5Ws and H as possible (Orellano, 2017).

In the *additional information, description* and *indirect reference* categories have the same number of occurrences. *Indirect reference* has the third highest frequency among other parts of the news articles.

(3) “The P6 billion would **fund the tuition in all state universities and colleges,**” Roque said. (MB-FT, Article 8, 2.8.)

In the excerpt above, the phrase, “fund the tuition in all state universities and colleges” was mentioned and used instead of the name of the law. It is evident that other than using the law terms to refer to the public policy, *indirect reference* also appeared by using the two salient provisions instead of just merely mentioning the name of the law. This can be explained by the fact that journalists are taught to avoid using the same word on the same paragraph (Orellano, 2017).

The *objective* and the *effect* of the law have minimal occurrences among all the articles. The sample excerpts for both presentation styles are the following:

(4) With the **Free Tuition Law, it is expected that many incoming college students will be applying in public colleges and universities.** (MB-FT, Article 2, 4.12)

(5) Duterte explained that he signed the Universal Access to Quality Tertiary Education Act into law **to provide all Filipinos with equal opportunity to quality tertiary education and give priority to academically able students who come from poor families.** (MB-FT, Article 8, 3.3.)



In excerpt 4, the writer included the effect of the new law to academic institutions. Meanwhile, excerpt 5 cited the objective of the free education law, which is to provide all Filipinos with equal opportunity to quality tertiary education and to give priority to academically able students who come from poor families.

The fact that the *Universal Access to Quality Tertiary Education* is the first legislation of its kind and is still in the process of implementation explains the lack of evidentiality of using the *effect* as a presentation style category. However, this was not evident in all news articles. This can be indicative that the news articles presenting the *Universal Access to Quality Tertiary Education Act* focused more on directly referring to the law and giving a brief description of its components rather than focusing on the purpose and effect of the law. Objective was rarely used as a presentation style which can denote that online news writers focus more on the provisions of the law rather than the objective when presenting the public policy.

It can also be seen that *comparison* was not utilized in this article as a testament to what has been pointed out that the Free Tuition Law was a newly established public policy in the country. Thus, no *comparison* was done on the news articles since no point of differentiation can be built on.

**Table 2**

**Summary of the Occurrences of Each Category under Each Part of the News Article for the Tax Reform for Acceleration and Inclusion**

| CATEGORY                      | LEAD      | SECONDARY<br>INFORMATION | BACKGROUND<br>INFORMATION | ADDITIONAL<br>INFORMATION | TOTAL      |
|-------------------------------|-----------|--------------------------|---------------------------|---------------------------|------------|
| <b>DIRECT<br/>REFERENCE</b>   | 16        | 44                       | 35                        | 15                        | <b>110</b> |
| <b>INDIRECT<br/>REFERENCE</b> | 12        | 14                       | 8                         | 4                         | <b>38</b>  |
| <b>DESCRIPTION</b>            | 8         | 58                       | 21                        | 17                        | <b>104</b> |
| <b>EFFECT</b>                 | 6         | 47                       | 19                        | 14                        | <b>86</b>  |
| <b>OBJECTIVE</b>              | 0         | 3                        | 9                         | 0                         | <b>12</b>  |
| <b>COMPARISON</b>             | 1         | 7                        | 2                         | 3                         | <b>13</b>  |
| <b>TOTAL</b>                  | <b>43</b> | <b>173</b>               | <b>94</b>                 | <b>53</b>                 |            |

Similar to what has been observed in the Free Tuition law, *direct reference* is the most frequent category used in presenting the TRAIN law among the *lead*, *secondary information*, *background information*, and *additional information*.

(6) Senator Emmanuel Pacquiao is urging President Duterte to veto **the tobacco tax provision under the Tax Reform for Acceleration and Inclusion (TRAIN).**

(MB-TR, Article 5, 1.)

In the excerpt above, the whole name of the public policy was indicated within to signify that it was directly referring to the certain law specified. This is consistent to the principle of news writing, which is to be specific, and should not be general in order to establish clarity (Harcup, 2015).

It can also be observed in the TRAIN law-related articles that *description* is the second most frequent category among the online news articles.

(7) **The Senate version of the measure** proposes, among others, **tax exemption starting January 1, 2018 for individuals earning P250,000 and below a year.**

(PDI-TR, Article 19, 2.9.)

It can be seen that other than giving a brief background using *description*, most of those under this category mentions a specific provision of the law. This was mostly done by mentioning a certain clause in the TRAIN law. This can be attributed to fact that including the *description* of the TRAIN law as a part of the 5Ws and H is done to substantiate the main topic of the article.

On the other hand, *effect* is found to have the third highest frequency.

(8) But the TRAIN also contains provisions that would **increase tax impositions on petroleum, sugar-based beverages, coal, and other commodities that are expected to trigger higher prices in basic goods.** (MB-TR, Article 2, 4.6.)

It should be noted that there was a tax system that was implemented before the ratification of TRAIN. Thus, it can be inferred that the implementation of the TRAIN law would have an expected change to the old ways of taxation. Thus, *effect* was an evident presentation style.

*Indirect reference* also had a significant number of occurrences.

(9) Pacquiao said he is “not giving up” despite **the bicam approval of the low tobacco tax measure.** He vowed to “exert efforts to convince President Duterte to veto the tobacco tax provision of TRAIN.” (MB-TR, Article 5, 3.5.)

It can be noticed that identical to the usage of indirect reference in the Free Tuition Law, a certain provision about the TRAIN law was also indicated which is used as an indirect reference to the law.

There is also a considerable amount of *comparison* within the articles unlike the previous law.

(10) Rojas said Quimbo's version of **the excise tax rate—at P2.50 per pack—on top of the current P30 was too low compared to what was proposed by tobacco control advocates at P60.** (MB-TR, Article 6, 2.4.)

This can also be attributed to the political climate during the time of writing the online news articles in which the House of Representatives and the Senate disagree on the provisions of the law. Thus, the *comparison* for the contents of both legal documents emanating from the two legislative houses can be observed.

Lastly, it can be noticed that, like the Free Tuition Law, objective had the least number of occurrences which denotes that writers do not heavily focus on the objective of the law when constructing news articles.

(11) The package has **been designed to generate more revenues to finance ambitious infrastructure projects and make the tax system more equitable,** Diokno said. (PDI-TR, Article 15, 2.1.)

In the above excerpt it can be seen that the main goal or *objective* of the law is stated in order to further enhance the story.

Based on the overall results, it can be seen that *secondary information* has the most occurrences in both of the *Universal Access to Quality Tertiary Education* and the *Tax Reform for Acceleration and Inclusion*. This is visible in all the categories of presentation style. This means that most of the news articles use public policies in providing information about the topic as what the secondary information is for.

Overall, the most used category for presentation for both laws were the *direct reference* followed by *description*. Using *direct reference* and *description*, the writer specifically mentions and explains the provisions of the law to introduce and inform the readers of the newly enacted policy. Both the *Universal Access to Quality Tertiary Education Act* and the *Tax Reform for Acceleration and Inclusion* minimally used objective which denotes that writers give more importance to the main provisions of the law rather than the purpose of the public policy. This is in accordance with the results of Fischer's (1991) study that sees the media as informational in nature when it comes to publishing matters regarding public policy.

However, it can also be seen that the two laws do not have the same third highest frequency when it comes to presentation style. It can be observed that the Free Tuition Law resulted to *indirect reference* while TRAIN law had *effect* for the third highest category for presentation style. This is because the impact of TRAIN Law can be easily felt as it is expected to alter the old tax laws which the people are formerly accustomed to. In contrast with the free tuition

which is a newly enacted public policy; that is why more citation is used through indirect reference to further explain it.

This can also be seen in the use of comparison where it was only evident on the TRAIN Law due to the fact that there were more disagreements that concurred between the house of representative and the senate which are the two legislative bodies that are responsible for the rules and regulations that are embedded in promulgating the law. Thus, there were news articles that showed comparison from both parties' statutory amendments. Furthermore, the fact that tax laws were already in place also gave way to comparing the new alteration from the previous tax legislations. It can be noted that comparison was not evident in the Free Tuition Law due to the fact that this law is the first of its kind, enables any point of comparison. Therefore, the presentation of the newly enacted public policies in our society is heavily affected by the political atmosphere during the law's passing.

### **3.2. Comprehensibility of Readers on Online News Articles**

The perceived ease or difficulty in understanding of the readers of the public policies presented in online news articles is construed as comprehensibility. All the participants stated that they are familiar with the public policy. This can be attributed to the fact that they are part of the group of people who are directly affected by the law. Thus, they were informed of the newly existing public policy.

As to the *Universal Access to Quality Tertiary Education Act*, the participants believed that four out of the five online news articles were not successful in explaining the law in order to understand the public policy. The reason behind such assertion is because most of the news articles focused more on the events that are about the much-debated issue of funding the public policy, rather than on the public policy itself. One of the responses stated that the article entitled "Solon lauds Duterte's pro-people move in PAL debt-tuition" (Article 7) "only explained that such fund will be used (in) the implementation of the law but it did not explain about the law...only the fund." Another comment for the article with the headline "Senators urge Duterte to OK Law on free tuition in SUCs" (Article 6), said the "*fund ang focus ng article* [the fund is the focus of the article]." Another participant mentioned that the article was mainly "arguing (on) how will they implement this law, *kung* [if] there is scarcity in money..." They found the particular public policy unclear since the information given were not sufficient in determining the scope of the law, as one respondent mentioned after reading the third article (entitled "PAL's 6B settlement to fund free tuition in SUCs, LUCs" (Article 8) that "*combination lang ng 1<sup>st</sup> and 2<sup>nd</sup> pero hindi parin clear kung sino parin yung qualified, sino yung makaka pasok at kung kalian maiimplement yung IRR* [It's just the combination of the first and second articles

although it is still not clear as to who will be qualified, who can enroll, and when the IRR will be implemented].” This is also the comment for the article entitled “Implementing rules on free college tuition out next month” (Article 9) stating that “*hindi clear ang covered sa free tuition [the coverage of the free tuition is not clear].*”

The respondents also acknowledged that there were terms that may not be easily understood by the reader. In Article 8, one commented that “*Yung paggamit din ng words...paano yung normal na tao na hindi na nakapag-aral [In terms of the use of words... how about a lay person who is not educated] how will they understand what VETO means? They will not know. The comprehensibility is not thorough. It’s only those who are educated who understands what it means.*”

The participants acknowledged that only the article entitled “Duterte signs free tuition law” (Article 11) was the most understandable in terms of the public policy since it dwelt more on the provisions of the law, such as the exemptions, stating that, “*nag provide siya ng sagot sa mga possible questions natin. [it provided answers to our possible questions]*”. One expressed a reaction regarding the article stating, “*Yung part na retroactive- kaya pala nakuwestyon kami kung bakit hindi pinatupad, 2017 pa kasi yung sem na ito hindi kasali. Nasagot dito na school year 2018-2019 lang magsisimula [In the retroactive part- that is why we were questioned why it was not implemented, it’s because this semester is still part of 2017. It was answered here that it will be implemented in the school year 2018- 2019].*”

The participants proposed that the features of the law itself should have been included in the unclear articles since for the most parts it was just an overview of the law.

Considering the foregoing observations of the participants, it can be surmised that the presentation of the online news articles on public policy greatly affected the understanding of the readers. This claim can be supported by study of Gunnarsson (1984), wherein he proved that an alternative text that considers sensitivity to content-structuring in order to explicitly express provisions of a public policy improves comprehensibility. Thus, details of the public policy are very critical in the development of a good online news article. Lastly, it can be inferred that readers can best understand the public policy discussed in online news articles when the latter provides sufficient information about its provisions.

With regard to the *Tax Reform for Acceleration and Inclusion*, the group collectively agreed that the certain provisions of the law that were introduced in the articles were clearly stated and well understood.

This was the case for the articles entitled “House agrees on tax exemptions of 13<sup>th</sup> month pay, bonuses” (Article 10), “House minority blocks Senate bid for tax exemptions on new

socialized shelter cost” (Article 9), and “Angara wants milk spared from Duterte tax reform measure” (*Article 17*). In this manner, certain provisions regarding the TRAIN law are clearly stated in the articles. For Article 10, one of the participants said that “It’s very clear in the article that under the TRAIN law the 13<sup>th</sup> month bonus is tax exempted but also under the same article from the tax cap for bonuses is raised from 82,000 to 90,000”. While in Article 9’s clear provision is that “the cost of a housing unit at P450,000-1,550,000”. On the other hand, the statement, “the higher the sugar the higher the tax” is the clearest part for Article 17.

However, the group also agreed that the majority of the articles were not enough to further gain understanding of the law. Article 10, as one of the respondents commented, “concentrates on the 13<sup>th</sup> month pay but not on the other aspect of TRAIN law” and also a noticed aspect for Article 9 as another stated that the “article merely presents the disagreement between the 2 chambers of the congress the upper house and the lower house (on the provisions of the law)”.

There is also an instance wherein one of the articles was not fully confirming to the intent of the law. This is the comment for the article entitled “Tax Reform Bill will increase electricity bills – Bayan Muna” (Article 11) as it is only “based on the research of Bayan Muna...they really didn’t put what the law says”. The participants also pointed out that some of the components of the article did not have a clear relationship to the main idea of the article or the sub heading introduced. This is in relation to Article 9 which came with an additional information on “the coal tax proposal”. The participants agreed that adding the said information was not coordinated with the main topic of the article. This is also observed in the article entitled “Tax Reform Bill signed amid criticism” (Article 14) where the sub heading “Vehicles” that talks about automobile excise tax include the explanation of taxes on sugar-sweetened beverages. For the TRAIN law, four of the articles were deemed as not sufficient in defining the law. One of the comments given by the participants was that there was “not enough information” given or the information was unorganized. The participants suggest that “the article should include what are the products that are excluded from the excise tax and what are the products that could be imposed with excise tax.” The consensus of the members of the discussion group found the news articles to have ample information about the law, but is not in depth.

In view of the above discussion, it can be surmised that these findings reveal that the understanding of the readers is dependent on the presentation of the online news articles. In summary, the news articles on both public policies are found to be insufficient in explaining the contents of the law. This is because most of the articles focused on the occurrence that is taking place with regards to the public policy, but further information explaining the public

policy itself is not that evident in the articles. Also, public policies have a reputation of being difficult to understand because of its “great formality, wordiness, and complexity” (Boleszczuk, 2017, 68). Moreover, majority of the online news articles failed to discuss comprehensively the provisions of the laws by not providing adequate information that were needed to gain a grasp of the law. The public policies were either explained through a brief overview or focused only on a certain provision which in turn affected the understanding of the readers on the real intents of the law.

#### **4.0 Conclusion**

This study reveals that most of the categories for presentation under the Free Tuition Law and TRAIN law-related articles were found under the *secondary information*. This denotes that most of the public policies were presented in the body of the news story. The public policies are used in the news article as the extension of the 5Ws and H of the main topic. Furthermore, it also shows that public policy related news articles have similar dominant presentation styles specifically direct referencing the name of the law and description by indicating provisions of the law. It can also be noted that they also have differences due to the fact that presentation style varies depending on the political context to which the law was ratified and written for publication. This is seen in the differences between the Free Tuition Law and TRAIN law-related articles where the latter had more number for the effect category because the articles featured the impact of the law from the old taxation system and the disagreements between the two legislative houses.

As to comprehensibility, it can be concluded that the manner of presentation has a great impact on how the readers understand the context, message, or information that the news stories convey. Readers can understand better if not best the news stories when these are properly presented. Proper presentation means, the news stories are detailed by including sufficient information about the provisions of the law and a proper context. Furthermore, the used categories can help the readers understand the general context and the message of the news stories that the writers want to convey.

It can be concluded that different presentation styles are utilized depending on the context of the law. The online news writers set the agenda as to how and what the readers know about the newly enacted public policies in our society that is heavily affected by the political atmosphere during the passing of the laws. In this study, it can be noted that the political context is a substantial variable to the content as well as the way public policies are presented in online news articles which in turn affect the understanding of the readers of the public policies.

In light with the findings of this study, the following are recommended for further research:

- Since the paper focused on print media-based outlets as primary source of data, future researchers can look into the presentation styles of online news articles of other news media companies present in the Internet.
- Future researchers can also test the comprehensibility of public policies in online news articles to a larger sample population or different groups of individuals with different backgrounds.
- Lastly, future researchers can also look into other linguistic features that affect the presentation and comprehensibility of public policies in online news articles.

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## **Pronominal Adverbs Based on *Here-*, *There-*, and *Where-* as Textual Connectors in Legal Discourse**

**Anton Osminkin**

New Sorbonne University Paris III, France  
Institute of Intercultural Communication and Management (ISIT Paris),  
France

**Anton Osminkin** is a PhD student in jurilinguistics, and a lecturer at the New Sorbonne University Paris III. His research interest focuses on modality in legal discourse in English, French and Russian. He also works as a legal translator and interpreter.

Emails: [anton.osminkin@sorbonne-nouvelle.fr](mailto:anton.osminkin@sorbonne-nouvelle.fr), [osminkin.anton@isitparis.eu](mailto:osminkin.anton@isitparis.eu)

### **Abstract**

This paper examines the connectors based on *here-*, *there-*, and *where-*, as used in legal discourse. Although they are regularly mentioned in specialised literature (Crystal, 1988; Tiersma, 1999; Williams, 2007) or in guides designed for legal professionals (Krois-Lindner, 2006; Brown, 2012), no detailed explanations on how they operate have been found. Although plain language exponents consider these connectors as a part of antiquated legalese, they frequently occur in legal contexts. For this reason, in order to provide assistance to specialists working in law in English, this paper offers a linguistic analysis of the logic behind the mechanism of their formation. The study is based on a corpus of business-to-business legal documents available on the US database *Onecle*, complemented by the occurrences of connectors from other sources.

**Keywords:** discourse markers, pronominal adverbs, connectors, legal discourse.

### **Introduction**

In this paper we will focus on written legal English, notably on contractual legal documents. Lawyers have developed a specific style of legal drafting in which they have used a collection of linguistic formulae, as defined by Crystal (1988, p. 194), “subjected to long and thorough testing” over a long period of time. Although new drafting styles influenced by the Plain English Movement (Tiersma, 1999; Williams, 2007) have been successfully introduced in many English-speaking jurisdictions in the sphere of legislation, lawyers still apply a large number of traditional linguistic formulae while drafting legal documents such as contracts or wills. One of the linguistic means represents a set of morphosyntactic markers, shown in bold in the following examples:

1. No failure or delay on the part of the Parties **hereto** to exercise any right, power or privilege **hereunder** or under any instrument executed pursuant **hereto** shall operate as a waiver.
2. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound **thereby**, and in accordance with Section 11.3.
3. **IN WITNESS WHEREOF**, the Parties **hereto** have executed this Commitment Letter as of the date first written above.

To begin with, we can see that the bold words are discursive connectors that “link units or segments together” (Lapaire & Rotgé, 1996, p. 210). Such connectors related to cohesion contribute to the coherence of a text (Gocic, 2012, 91). More precisely, cohesion not only links but also reveals the interdependency of elements as noted by Halliday & Hasan (1976, p. 4).

In terms of morphology, such discursive connectors as “hereto”, “thereby”, “whereof” represent pronominal adverbs (Lenker, 2010, pp. 113-114). They are a type of adverb used in certain Germanic languages, such as English, Dutch, and German. They are formed by joining a locative adverb (the equivalents of “here”, “there” or “where”) with a preposition. Such a complex construction replaces phrases composed of a preposition and a pronoun. For example, “therein” replaces “in that”, whereas “to this” can be substituted by “hereto”.

This type of connector based on *here-* and *there-* can be found even before the 12th century, as mentioned by Tokizaki (2010). According to the *Online Etymology Dictionary* (n.d.), *here* and *there* (þær) existed in Old English meaning “in this place” and “in or at that place” and deriving from Proto-Germanic pronominal stems \*hi + (-r) and \*thær accordingly. For example, the adverb “hereafter” had the form of “heræfter”. *Where-* forms can be detected in the documents dated from the 13th century. In the following extract, Lenker (2010) provides a modern interpretation of the introductory phrase taken from Wulfstan’s “Sermo Lupi ad Anglos” (1010-1016):

*Lēofan men, ġecnāwað þæt sōð is. Dēos worold is on ofste, and hit nēalæcð  
þām ende, and þȳ hit is on worolde aa swā leng swā wyrse.*

“Beloved men, know what the truth is: this world is in haste, and it approaches the end; and **therefore** it is ever worse and worse in the world; ...”

According to Lenker’s analysis, the instrumental/locative þȳ in Old English was used to mark a resultative relation “therefore” (Lenker, 2010, p. 98).

In terms of general linguistics, the connectors in question can be a good illustration of evolution in the process of which a number of linguistic units gradually disappear from general

use to become specific textual markers in a limited number of discourses. Nowadays, these connectors can be mostly found in legal and religious texts (Crystal, 1988). Connectors have been traditionally considered as providing greater clarity and helping to promote concision. According to this perspective, they can serve as quite an efficient means of constructing cohesion and cross-referencing (Chovanec, 2012, 2370) which enables one to avoid undesirable repetitions in legal texts.

However, as mentioned by Wydick (2005), Williams (2007), and Adler (2012), the proponents of the Plain English Movement recommend legal drafters not to use these discourse markers precisely because they sound antiquated and smack of legalese. Tiersma (1999, p. 96, p. 204) considers the connectors to be anachronisms that reduce understanding. Nonetheless, as the analysis shows, these text tools are extensively employed in legal drafting. Consequently, professionals have to decode their meanings when writing or reading a legal text in English.

This also concerns legal translators for whom English is a native tongue, and those who are speakers of other languages. In her article dedicated to legal translator training, Way (2012, 40-41) notes that a translator can be a newcomer in the legal area in which he or she faces a very specific English to which the connectors in question belong. For this reason, I hope that this study will be pertinent to translators working with legal English.

Therefore, in the following sections of this paper, I would like to provide insights into the mechanism of the formation of the *here-*, *there-* and *where-* connectors. In addition, based on my study, I will attempt to consider the question whether the connectors represent a useful textual tool in document drafting.

## **Data, Methodology, and Analysis**

### **Corpus and Methodology**

The corpus of the connectors collected for this study (707,238 words, the total number of connectors = 4,547) is comprised of business-to-business contractual documents from the field of commercial and corporate law. They are written by lawyers, to be read by professionals (hereinafter referred to as the “Corpus of Business Contracts and Related Documents or “CBCRD”). About 95% of the corpus (675,845 words) consists of documents written between 2002 and 2019. They are taken from the free Internet database *Onecle* (n.d.) which provides public domain business contracts in English, submitted to and examined by the U.S. Securities and Exchange Commission. It should be noted that *Onecle* is increasingly attracting the attention of researchers studying legal discourse: it is used in various types of works such as full-scale articles (e.g., Geis, 2008; Ratner, 2014; Breeze, 2015) and PhD and Master’s degree

dissertations (e.g., Hromádková, 2014). In addition, the research has revealed that very few databases similar to *Onecle*, providing free access to contractual documents, have been available on the Internet so far.

Approximately 5 % of the corpus (31,393 words) consists of contractual documents taken from my own collection, both in printed and electronic formats. They were written between 2006 and 2012. These documents, representing 5% of the corpus, are written by native English lawyers both in British (79%) and American English (21%). More detailed information can be found in the Appendix.

All the occurrences of the connectors from the documents in electronic format provided both from *Onecle* and my collection as PDF or Word files were first found throughout the texts of the documents. Afterwards, the results were verified through the word search option *here\**, *there\**, and *where\**. The occurrences of all the connectors from the printed documents were found manually, and added to those in electronic format in the process of writing this paper. Finally, the data were transferred to Excel to carry out quantitative analysis. The names of the documents as well as more detailed data can be seen in the Appendix to this paper.

It should be noted that the CBCRD is not large. However, as noted by Koester (2010, p. 69), specialised corpora are carefully targeted and they provide regular patterning even with relatively small data. This is the case concerning the CBCRD in which the occurrences of the connectors systematically provide the same meanings.

The next step was to collect the meanings of the connectors found in the corpus, which are provided by *Black's Law Dictionary* (Garner, 1996/2011) in the table below.

### **Quantitative Analysis**

The first step was to calculate the number of occurrences of the connectors based on *here*, *there*-, and *where*-, employed in the selected legal texts. The second was to examine which of them were quantitatively more frequent and which were less frequent.

The table and the graph provided below show which type of connector occurs more frequently, related to the total number of the occurrences of all the *here*-, *there*- and *where*-connectors in the corpus.

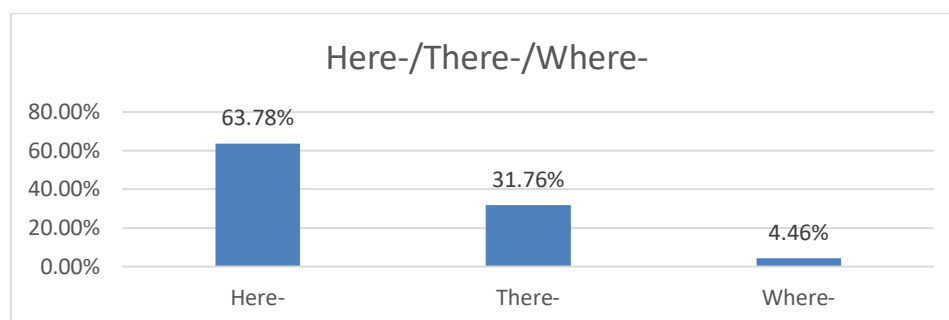
**TABLE 1.****Meanings of the connectors**

|                                 |   |
|---------------------------------|---|
| <i><b>Pronominal Adverb</b></i> |   |
| <i><b>Based on here-</b></i>    |   |
| <i><b>hereafter</b></i>         | from now on; at some future time or later in this document      |
| <i><b>hereby</b></i>            | by this document; by these very words                           |
| <i><b>hereinafter</b></i>       | later in this document  |
| <i><b>herein</b></i>            | in this thing (such as document, section or paragraph)          |
| <i><b>hereof</b></i>            | of this document (such as a provision or document)              |
| <i><b>hereto</b></i>            | to this document  |
| <i><b>hereunder</b></i>         | later in this document; in accordance with this document        |
| <i><b>herewith</b></i>          | with this document  |
| <i><b>Based on there-</b></i>   |   |
| <i><b>thereabout</b></i>        | near that time or place   |
| <i><b>thereafter</b></i>        | afterward, later  |
| <i><b>thereby</b></i>           | by that means, in that way                                      |
| <i><b>therefor</b></i>          | for it or them; for that thing or action                        |
| <i><b>therefore</b></i>         | for that reason, on that/those grounds; to that end             |
| <i><b>therefrom</b></i>         | from that, it, or them  |
| <i><b>therein</b></i>           | in that place or time; inside or within that thing/those things |
| <i><b>thereof</b></i>           | of that, it, or them  |
| <i><b>thereto</b></i>           | to that place, thing, issue                                     |
| <i><b>thereunder</b></i>        | under that/them   |
| <i><b>thereupon</b></i>         | immediately without delay; on that matter                       |
| <i><b>therewith</b></i>         | with that   |
| <i><b>Based on where-</b></i>   |   |
| <i><b>whereby</b></i>           | by which, through which, in accordance with which               |
| <i><b>wherefore</b></i>         | for all these reasons, for the reason(s) mentioned above        |
| <i><b>wherein</b></i>           | in which, where; during which                                   |
| <i><b>whereof</b></i>           | of what; of which   |
| <i><b>whereupon</b></i>         | soon after and as a result of which; and then                   |
| <i><b>wherewith</b></i>         | by which  |

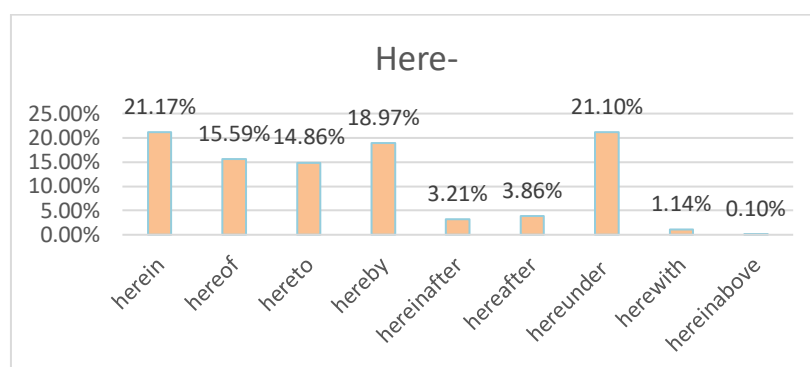
**TABLE 2.****Total number of the occurrences of the connectors in the CBCRD**

| <b>Connector</b> | <b>Count</b> | <b>Frequency</b> |
|------------------|--------------|------------------|
| Here-            | 2900         | 63.78%           |
| There-           | 1444         | 31.76%           |
| Where-           | 203          | 4.46%            |
| <b>TOTAL</b>     | <b>4547</b>  | <b>100.00%</b>   |

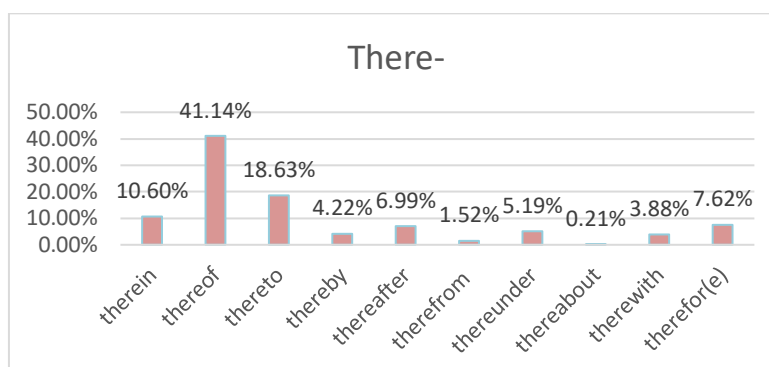
Although some of the examined contractual documents contain connectors to a greater degree than others, these discourse markers have been found in all the documents from CBCRD. In addition, one can see which of the connectors of each type appears to be the most frequent in the texts in the following graphs:



**FIGURE 1. Total number of the occurrences of the connectors in the CBCRD in %**

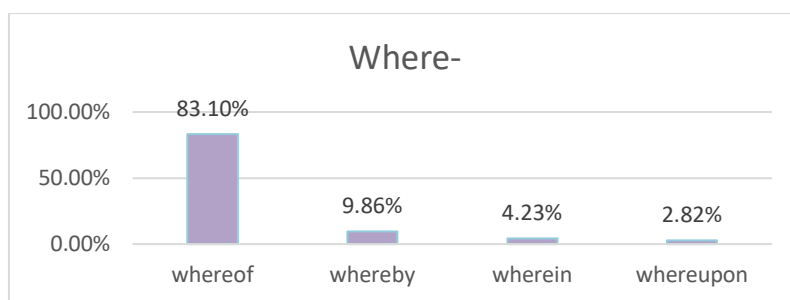


**FIGURE 2. Total number of the occurrences of the *here-* connectors in the CBCRD in %**



**FIGURE 3. Total number of the occurrences of the *there-* connectors in the CBCRD in %**





**FIGURE 4. Total number of the occurrences of the *where-* connectors in the CBCRD in %**

### Qualitative Analysis

Having conducted the quantitative part of the study, I proceeded to perform the qualitative analysis.

Firstly, I analysed the selected connectors in their contextual environments, approaching four native British English jurilinguists teaching legal English in Belgium, Italy, and France to clarify my observations with them. For instance, they helped me to clarify the meaning of the expression “Now, therefore...” and the meaning of the connector “thereupon”. They also confirmed that there were semantic similarities between “therefore”, “thereupon”, and the *where-* connectors. The jurilinguists helped to identify a semantic difference between the meaning of the connectors “wherein” in example 17, and “therein”, and confirmed the synonymy of “in witness whereof” and “whereby” in examples 16 and 18 respectively. In all the matters considered, all four jurilinguists provided their unanimous opinion.

The key theoretical issue was to understand and explain the semantic links between the connectors based on *here-*, *there-* and *where-*, and “this/these”, “that/those”, and “which” respectively. For this reason, I referred to a number of works representing different linguistic approaches (Halliday & Hasan, 1976; Lapaire & Rotgé, 1996; Lyons, 1997; Lenker, 2010; among others). In terms of corpus linguistics, I combined the corpus-based and corpus-driven approaches to build a picture of the semantics and formation of the connectors. In other words, on the one hand, the analysis of the corpus has confirmed my own hypothesis on the formation of the connectors which I developed while working as a legal translator; on the other hand, the study of the corpus offers a new insight into the semantic and syntactic aspects of the connectors. Thus, the theoretical research and corpus study resulted in the interpretation of the semantics of the connectors that I would like to present in the following sections. Moreover, the results of the quantitative analysis made me think, from a qualitative perspective, about why certain connectors are more common than others.

Finally, it should be noted that both quantitative and qualitative analysis show that the formation and semantics of the connectors do not depend on the British or American variation of legal English. The four jurilinguists previously mentioned confirmed this observation since they work with contracts written by American, British, Australian and Canadian lawyers. However, the differences in frequency in the use of connectors in legal English in different parts of the English-speaking world may be the result of whether or not they have been influenced by the Plain English Movement.

### **The semantics of the connectors based on *here-*, *there-*, and *where-***

The connectors based on *here-* and *there-* appear to be two sides of the same coin. Hence, I think it will be preferable to analyse them through comparison and contrast. The connectors based on *where-* imply a different logic behind the mechanism of their formation. Therefore, they will be studied separately.

#### **Connectors Based on *here-* and *there-***

**Analysis of the *here-* and *there-* base.** I would like to begin my analysis of these connectors by citing a good example from CBCRD, in which both connectors on *here-* and *there-* are used:

4. Persons who are not Contracting Parties, including any officer, employee, member, partner or manager signing this Agreement, the Transaction Documents or any certificate delivered in connection **herewith** or **therewith** on behalf of any Contracting Party... shall not have any liability [...] for any claims, obligations, liabilities or causes of action arising out of, or relating in any manner to.

Based on the information provided in the dictionaries, the connector “herewith” corresponds to “with this Agreement” and the connector “therewith” to “the Transaction Documents”. As can be seen, the two connectors represent complex compounds consisting of a base “here” or “there” and a prepositional constituent “with”.

According to Table 2, “herewith” and “therewith” appear to be interchangeable with the nominal demonstratives “this/these” and “that/those”. Apparently, there is a semantic link between the bases of the connectors *here-* and *there-*, and the nominal demonstratives “this/these”, and “that/those” respectively. In this regard, an important fact should be noted. As a rule, in legal documents, the definite article “the” implies “that” and “those” as in example 4: “the Transaction Documents” actually means “those Transaction Documents”, i.e. the ones that have already been mentioned. The semantic connection between the demonstrative adverbs and pronouns is confirmed by the *Online Etymology Dictionary* (n.d.):

Here: Old English *her* “in this place, where one puts himself”, from

Proto-Germanic pronomial stem \**hi-* (from PIE \**ki-* "this;" see *he*)

There: Old English *þær* “in or at that place, so far as, provided that, in that respect,” from Proto-Germanic \**thær*

We can see that “here” and “this” are semantically associated with the area in which the speaker is situated whereas “there” and “that” refer to some other place situated outside the speaker’s area. In this regard, Lapaire & Rotgé (1996, p.45) also point out that “the element *th-* allows the speaker to rely on acquired knowledge and to signal to the co-speaker that they are in the situation of which they have some knowledge”. According to them, *th-* operates as “structural cement”, which invisibly connects all the elements of a text which it governs.

The opposition between “this/these” and “that/those” brings us back to one of the central notions of linguistics, namely, deixis.

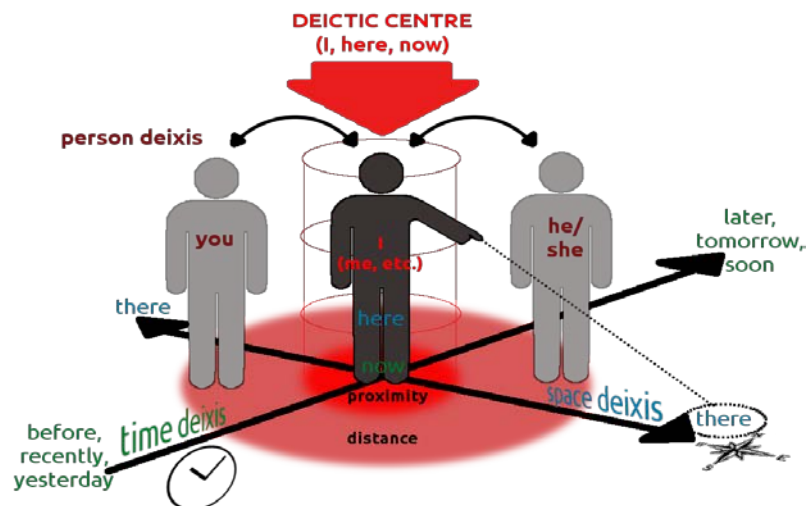


FIGURE 5. Deixis <sup>1</sup>

According to Lyons (1977, p. 377), deixis implies

location and identification of persons, objects, events, processes and activities talked about, or referred to, in relation to the spatio-temporal context created and sustained by the act of utterance and the participation in it, typically, of a single speaker and at least one addressee.

Therefore, “I, here, now, this/these, today” and “He/she, that/those/then, etc.” are defined as deictic expressions. Jakobson (1971, p. 131, citing Jespersen, 1923) calls them “shifters”, specifying that they can be understood by the speaker and their co-speaker(s) in the given situation only if they possess additional information about such a situation.. “Here” and

“this/these” refer to the area in which the deictic centre “I” is situated at the moment of speaking (now). By contrast, “that/those” refer to the area outside the deictic centre. In the course of time, deictic expressions have shifted from spatio-temporal physical reality into text (Lee, 2001; Traugott, 1989).

In terms of cohesion, “this/these” and “that/those” have become demonstrative endophoric references. In spatio-temporal situations, “this/these” and “that/those” serve to refer to the location of a person or an object that is participating in the process, whereas “here” and “there” refer to a place (Halliday & Hasan, 1976, p. 58).

Based on Halliday & Hasan’s (1976) work and on this study, I would like to suggest my ideas concerning the motivated semantic connection between these discourse markers. Halliday & Hasan (1976, p. 57) provide a system of demonstrative references, and consolidate “this/these”, “that/those”, and “here/there” within that scheme (p.57).

According to Halliday & Hasan (1976, p.57), the speaker identifies the referent by locating it on a scale of proximity. Hence, “this/these”, “that/those”, and “here” and “there” can also distinguish the textual deictic centre. Along with “now” and “then”, “here” and “there” are defined as circumstantial adverbial demonstratives.

Secondly, Halliday & Hasan (1976, pp. 60-75) note that “here” and “there” as discourse markers can refer to extended text. Their meaning appears to imply not a place but “in this respect”, or “in that respect” as in the following example (Halliday & Hasan 1976, p.75):

5. “Of course it would be all the better”, said Alice:

“but it wouldn’t be all the better his being punished.”

“You are wrong **there**, at any rate,” said the Queen.

Halliday & Hasan (1976, p. 60) also note that “this/these”, “that/those”, “here”, and “there” often appear to be interchangeable as discourse markers. I suggest that the functions of these demonstrative references are delineated more strictly in spatio-temporal situations, which makes their use more restricted in physical reality. By contrast, text represents an environment in which it is easier to establish a more metaphorical connection between them. In the following examples “this” and “that” could be replaced by “here” and “there” respectively:

6. 1) The appendix of blends presented **in this paper (=here)** (Appendix B) provides the list of 285 blends compiled from the literature on blending [...]

(Smith, 2014, 17)

2) a court of general criminal jurisdiction of a State authorized by the law of **that State (=there)** to issue search warrants; or [...]

(18 U.S. Code § 2711. Definitions for chapter).

Finally, “here” and “there”, as a base of the *here*- and *there*- connectors, seem to be good candidates to replace “this/these” and “that/those” since they are capable of making more specific or abstract references within the same referencing frame as in the following examples taken from the CBCRD:

7. Capitalized terms used but not defined **herein** (=in this commitment letter) have the respective meanings given in the Annexes **hereto** (to this commitment letter).
8. Each person depositing Shares pursuant to the Deposit Agreement shall be deemed **thereby** (=by the Deposit Agreement) to represent and warrant that (i) such Shares (and the certificates **therefor** (=for the Deposit Agreement) are duly authorized, validly issued, fully paid, non-assessable, and legally obtained by such person.

In example 7 “herein” can be interpreted as referring to the whole commitment letter or to any provision throughout the text. In example, “thereby” can be interpreted as referring to the Deposit Agreement as a whole.

However, such a wide referencing frame can appear to be a serious inconvenience rather than an advantage. Ken Adams mentions the American case of *Bayerische Landesbank, New York Branch v. Aladdin Capital Mgmt. LLC* (USCA2, 2012), in which the use of “herein” in one of the clauses led the parties to appeal to court. The contract clause said:

29. This Agreement is made solely for the benefit of the Issuers and the Portfolio Manager, their successors and assigns, and no other person shall have any right, benefit or interest under or because of this Agreement, except as otherwise specifically provided **herein**. The Swap Counterparty shall be an intended third party beneficiary of this Agreement.

Aladdin argued that “herein” referred only to section 29 whereas Bayerische Landesbank claims that the connector implies the contract as a whole. In order to anticipate ambiguity, the connector “hereinafter” meaning “in the following part of this written document” can be used as a solution at least to some of these cases.

Another particularity of “here” and “there” is that they can make temporal references. They can replace “now” and “then” as in the following examples from the CBCRD:

9. As additional collateral, Debtor assigns to Secured Party, a security interest in all of its right, title, and interest to any trademarks, trade names, and contract rights which Debtor now has or **hereafter** acquires.
10. Customer agrees not to hire, retain or seek to retain any current and/or former employee, consultant, agent or other personnel of works during the term specified in the Description of Services and for a period of one year **thereafter**.

It should also be noted that, like “this/these”, and “that/those”, the connectors based on *here-* and *there-* are generally anaphoric, at least in most of the examples taken from the CBCRD. However, there are cases in which the use of the connectors can be defined as exophoric. This is notably the case concerning the connectors based on *here-* as in the following example from Tenant Letting Check (n.d.):

11. I **hereby** (=by this consent) confirm that the information provided by me on my tenancy application form regarding my employment details is to the best of my knowledge true.

In this example “hereby” implies “by this consent”. A (legal) drafter does not have to mention the referent of the connector anywhere throughout the text to make the reader understand as to which words “hereby” refers. Therefore, it is possible to use exophorically a connector based on *here-*, whereas the use of a *there-* connector requires its referent to be mentioned previously.

To conclude, we can see that the connectors on *here-* refer to the textual deictic centre which can generally be defined as “this document” (e.g. this Agreement), i.e. as the given document in which the speaker-drafter is situated. By contrast, the connectors on *there-* refer to an element outside the deictic centre but mentioned in “this document”.

**Prepositional element of the connectors based on *here-* and *there-*.** Now it is necessary to study the prepositional element of the connectors of which they consist. In contrast to the changeless base of the connectors, the prepositional constituent is variable: **hereto**, **therein**, **hereby**, **thereof**, etc... Therefore, if I paraphrase the connectors in the examples below, taken from the CBCRD, I will obtain the following decoding:

12. If any one or more of the provisions of this Termination Agreement is held to be invalid or unenforceable by any court of competent jurisdiction from which no appeal can be or is taken, [...] and shall not serve to invalidate any remaining provisions **hereof** (=of this Termination Agreement).
13. Notice to this meeting as to the date, time, place and purpose was waived by all persons entitled **thereto** (to the (=that) notice).

By means of the paraphrases provided, it can be seen that the prepositional constituent of the connectors performs a semantico-pragmatic function. The selection of a preposition adjoining a connector’s base depends on the lexico-grammatical configuration between the referent of the connector and the word or the group of words preceding the connector which substitutes its referent. More precisely, the base *here-* or *there-* takes the preposition that links

the referent of the connector and a noun/noun phrase or a verb/verbal phrase semantically related to the referent of the connector.

Hence, the prepositional constituent allows the reader to identify the pragmatic and semantic links between three elements: 1) the connector's referent; 2) the connector as such; 3) the word or the group of words preceding such a connector.

In example 12 "this Termination Agreement" is a referent of "hereof" which it substitutes. "A part" forms with "this Termination Agreement" a meaningful word combination through the preposition "of" in "a part of this Termination Agreement". Consequently, the preposition "of" adjoins the base "here" of the connector "hereof" substituting "this Termination Agreement". In example 13, the preposition "to" is required by the semantics of "entitled". Hence, "to" adjoins the base *there*-.

Thus, we can see that the prepositional constituent is dependent on and textually linked to the three elements mentioned above. However, there are cases in which the preposition is connected with a connector in a more abstract manner as in example 11 or in the following examples taken from the CBCRD:

14. This Confidentiality and Non-Disclosure Agreement (this "Agreement") is entered into by and between [...] (**hereinafter** referred to as "First Party")...
15. **NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants contained herein, the Parties, intending to be legally bound, agree as follows...

In example 11 the exophoric "hereby" is not grammatically linked to its referent "this consent" nor "by virtue of this consent". The connection between them is deduced pragmatically only, in particular the required preposition "by" to be adjoined to the base *here*-. Although the referent "this Agreement" is previously mentioned in example 14, the connector is not syntactically linked to it. Like "hereby" in example 11, "hereinafter" functions rather as an independent circumstantial adverb. In example 15 "now, therefore" represents a fixed idiomatic expression and resembles a conjunction. It refers to the antecedent not through a particular word/group of words but as a logical consequence pragmatically deduced from what is previously stated. In this respect, "therefore" functions as a non-deictic marker which is not linked to any specific deictic centre. Sometimes, lawyers use "therefor" to express "for that reason", "because of that" and distinguish this sense from "therefore" meaning "in consideration of the foregoing". However, such occurrences are rather an exception than the norm in the case of the *here*- and *there*- connectors.

For practical reasons, a table providing the results of the linguistic analysis of connectors can be presented in the following manner:

**TABLE 3.****Formation of the *here-* and *there-* connectors**

| Connectors on here = this respect   | Connectors on there = that respect   |
|---|--|
| Connectors on <i>here</i> – refers to <u>the deictic centre</u> : this document, this period of time (now), etc...                              | Connectors on <i>there</i> - refers to <u>the elements outside the deictic centre, mentioned in such a document</u>  |
| Deictic centre: <b>under this</b> Agreement, <b>in this</b> contract, <b>to this</b> document, now or <b>in the future</b> , etc...             | Elements outside the deictic centre: <b>in the (=those)</b> Transaction Documents, <b>by the (=that)</b> agreement of 20 May 2009, a term mentioned in that document and <b>after that term</b> , etc... |
| <b>here + preposition</b>   | <b>there + preposition</b>   |
| under this... – hereunder, in this... – herein, to this...- hereto, now and in the future – now or in the future – now or hereafter.            | in the (=those).. – therein, by the (=that)... - thereby, a term...and after that term – thereafter.   |
| No need to mention the deictic centre (this Agreement, this contract, this document, etc...) in order to use any of the <i>here-</i> connectors | The element to which any of the <i>there-</i> connectors refers must be previously mentioned.  |

As a case study, I will return to example 4 to interpret the mechanism of the formation of the connectors. This is to illustrate how legal drafters or translators can use the connectors in order to avoid unnecessary repetitions throughout the text:

4. Persons who are not Contracting Parties, including any officer, employee, member, partner or manager signing this Agreement, the Transaction Documents or any certificate delivered in connection **herewith (=with this Agreement)** or **therewith (=with the(=those) Transaction Documents)** on behalf of any Contracting Party... shall not have any liability [...] for any claims, obligations, liabilities or causes of action arising out of, or relating in any manner to.

In example 4 we can see that the referent of “herewith” is “this Agreement” whereas “therewith” refers to “the (=those) Transaction Documents”. In order to replace “this Agreement” with a connector, we have to select the base *here-* since its referent “this Agreement” appears to be the deictic textual centre. By contrast, in order to replace “the=those



Transaction Documents” with a connector, we have to select the base “there” since its referent “the=those Transaction Documents” is implied outside the deictic central area in this text. “In connection” forms meaningful word combinations with “this Agreement” and “the=those Transaction Documents” through the preposition “with”. It adjoins the base *here-* and *there-* of the connectors substituted for their referents “this Agreement” and “the=those Transaction Documents” respectively.

In conclusion, it should be noted that the connectors based on *here-* and *there-*, as cohesive tools, combine the properties of reference and substitution. They establish a semantic and textual link with their referents, for which they are substituted.

### Connectors Based on *where-*

**Analysis of the *where-* base.** I will start my analysis by providing a number of examples from the CBCRD containing different forms of the *where-* connectors:

16. IN WITNESS **WHEREOF**, the parties to this Agreement, acting through their Authorized Officials, have caused this Agreement to be signed in their respective names as of the date first above written.
17. The second type of agreement is signed after a dispute has arisen, **wherein** the parties agree that the dispute should be resolved by arbitration.
18. **Whereby** it is agreed as follows...

According to the information provided in Table 2, the base *where-* of the connectors is semantically interrelated with the relative pronoun “which”. As is well known, “which” can refer both to the preceding word or the group of words, as in example 19, and to the whole of the previous clause, as in example 20 below:

19. Did you see the letter —————> which came today? (Swan, 2005, p.477).
20. He got married again a year later, **which** surprised everybody (Swan, 2005, p. 479).

If I paraphrase the connectors on *where-* in these examples provided previously with “preposition + which”, I will obtain the following:

- 16’ **IN WITNESS OF WHICH**, the Parties caused this Amendment Agreement to be signed on the date first above written.
- 17’ The second type of agreement is signed after a dispute has arisen, **in which** the parties agree that the dispute should be resolved by arbitration.
- 18’ **By which** it is agreed as follows...

Based on these paraphrases, it can be deduced that “which”, in all cases, refers to the whole of the previous clause or to a segment of the text which is more than a specific word or a group of words.

The *Online Etymology Dictionary* (n.d.) as well as other sources do not point out any direct semantic links or common proto-origins for “which” and “where”. However, Swan (2005, p. 479) notes that “when” and “where” introducing relative clauses and referring to time and place can be interchangeable with “preposition+which” as in the following example (Swan, 2005, p. 479):

21. Do you know a shop **where** I can find sandals (=...a shop **at which**...)

Lapaire & Rotgé (1996, p. 230) note that relative pronouns, notably “which”, establish a relationship between two entities that they connect. According to them, “which”, as a discourse marker, connects the antecedent with the clause that such a clause characterises or comments. In this case, “which” conveys addition information on the antecedent and does not perform the defining or identifying function as in other cases of its use.

Although there are no direct indications of the semantic connections between “where” and “which”, Lapaire and Rotgé shed some light on the constituent *wh-* comparing it with *th-*. They claim that *wh-* enables “where” and “which” to be more emphatic, explanatory and dissociative than “that”. With *wh-* in “which” and “where”, there is more semantic room left between the antecedent and the relative clause, as well as inside the relative clause between all its elements.

In contrast to spatio-temporal physical situations, in text, “where” and “which” become interchangeable more easily as in the following example from a forum discussion at WordReference.com (2012):

22. Is there a particular context **in which** (=where) you would like to explore the differences between these words?

In examples 16, 17, 18, 20, 22, “which” and “where” represent another cohesive tool, i.e. conjunction. It syntactically links words or larger constituents, and expresses a semantic relationship between them. Halliday and Hasan (1976, p. 226) note that reference implies semantic dependence between the elements within the referencing frame, whereas substitution reveals textual and grammatical dependence between the elements. Moreover, both reference and substitution require the availability of an appropriate word or a group of words as a referent in text. Conjunction implies more general and independent semantic relations between the conjuncts.

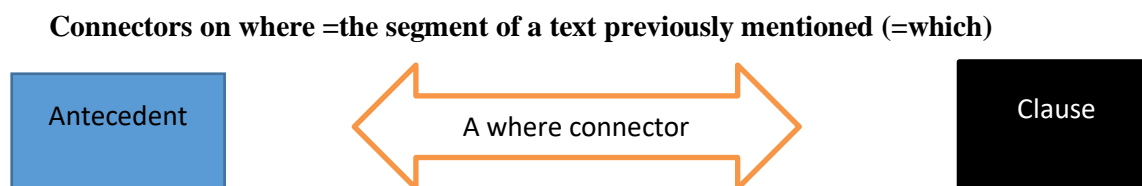
Based on Lapaire and Rotgé’s observation on *wh-*, I suggest that this constituent allows “where” and “which” to reveal more general semantic relations between the conjuncts.

Hence, “where” appears to be a good candidate to replace “which” as a base of the connectors in text for four reasons. Firstly, according to linguists and grammarians, “where” and “which” are interchangeable both in situational and textual environments. Secondly, in text, they are capable of linking the clause with its antecedent. Thirdly, “where” allows one to transparently show the backward linking between the clause and its antecedent. Finally, both “where” and “which” imply a more general semantic relation between the conjuncts. In this regard, another observation should be mentioned. Like the connectors based on *here-* and *there-*, *where-* connectors also imply “in respect of”. However, the connectors on *where-* do not distinguish between “in this respect” and “in that respect”. For this reason, the referencing frame of *here-* and *there-* is more precise and specific than the linking frame of “where” which appears to be more general.

**Prepositional element of the connectors based on *where-*.** Unlike with the *here-* and *there-* connectors, the prepositional constituent of the connectors based on *where-* seems to be less conditional and dependent. Hasan & Halliday note that conjunctive elements express certain meanings which only presuppose the presence of other components in text. Therefore, there are generally no specific words or groups of words in the clause and antecedent which allow one to connect them semantically or grammatically. The link between them is rather deductive and conventional. In other words, in the case of *here-* and *there-* the reader needs the preposition to identify the semantic configuration between the referent of the connector, the connector as such, and the word or the group of words preceding the connector. In the case of *where-* connectors, the reader identifies the link between the antecedent and the clause mostly by deduction, without being specifically based on the prepositional constituent of the connector.

However, as noted by Halliday & Hasan (1976, p. 227), conjunction implies a semantic relation different from that evoked by reference. Reference provides a search instruction to the reader whereas conjunction shows “a specification of the way in which what is to follow is systematically connected to what has gone before”. Thus, it is the prepositional constituent of the *where-* connectors that is aimed at providing such a specification. Nevertheless, there are the cases in which the prepositional constituent directly depends on the word or the group of words preceding the connector as in “in witness whereof”. Unlike with the *here-* and *there-* connectors, it is rather an exception than the norm. In this respect, I suggest that, in most cases, the preposition in the *where-* adjoins the *where-* base as a residual trace of “preposition + which” rather than a dependent element functioning as a textual identifier.

The results of the linguistic study of the connectors can be presented in the following scheme:



**FIGURE 6. Representation of the *where*- connectors**

**TABLE 4.**

**Formation of the *where*- connectors**

In witness of the above mentioned (=of which), by the way above mentioned (=by which), in the respect previously mentioned (=in which), etc.

| <b>Where- + preposition</b>  |
|--|
| In witness of which - in witness whereof, by which – whereby, in which - wherein, etc. |

Now, I would like to return to the three examples cited previously in order to illustrate the formation of the *where*- connectors while translating or writing a legal document in English:

16. **IN WITNESS WHEREOF (=IN WITNESS OF WHICH)**, the Parties caused this Amendment Agreement to be signed on the date first above written.
17. The second type of agreement is signed after a dispute has arisen, **wherein (=in which)** the parties agree that the dispute should be resolved by arbitration. This is sometimes called a submission agreement. Both agreements are legally binding contracts between the parties...
18. **Whereby (=by which)** it is agreed as follows...

I have chosen these examples in order to show how the role of the prepositional constituent of the *where*- connectors is gradually becoming more abstract and general. Replacing “which” with “where” enables one to preserve a conjunctive link between the clause and its antecedent. This link reveals a backward abstract semantic relation between the conjuncts, which is deduced rather than identified by the reader. In example 16 the preposition “of” adjoined to the base *where*- is determined by the semantic configuration between “in witness” and “which”. It is “of” that enables them to form a meaningful word combination. Interestingly, in example 17 “wherein” seems to have as a particular referent “the second type of agreement”. In this case, “wherein” is supposed to operate as a connector based on *here*- or *there*-. However, by

comparing the preposition “in” adjoined to “wherein” and, for example, “therein” in place of “wherein”, the interviewed lawyers tend to attribute a more specific interpretation to “therein”, according to which the preposition “in” refers rather to the “second type of agreement”. By contrast, according to them, “wherein” has a wide sense, or more precisely, a dual one. In other words, the preposition “in” refers either to “the second type of agreement” or rather to a sequence of the legal events: the arising of a dispute and the signing of the second type of agreement with any other consequences occurring in between. Once again, it could be supposed that “wherein” has such a property due to *wh-* that provides more semantic room to “which” and “where” so that they can refer both to a specific word and to a group of words.

In example 18 the use of “by” is determined by what was previously stated in a rather abstract manner. The preposition “by” connects the following clause with its antecedent rather conventionally than concretely.

However, I think that it would be more appropriate to define the *where-* connectors as coordinating conjunctives due to the backward localization property of *where-* as well as the guiding function of the preposition.

In addition, it should be noted that certain lawyers would like to see “whereas” in this study since they associate it with the *where-* connectors. Strictly speaking, this marker does not have the same morphology as the other connectors on *where-*. It is formed by joining the *where-* base with the conjunction “as”, not with a preposition. Moreover, it has different discourse functions in legal texts.

To conclude, it should be noted that there are the cases in which the *here-* and *there-* connectors can function as conjunctions rather than reference. Example 15 clearly illustrates this. Based on the observation of Halliday & Hasan (1976, p. 232), I suggest that a more abstract conjunctive link may be expressed by “therefore”. The more precise referencing frame implied by this connector appears to be capable of being extended to a more general meaning of conjunction. However, on the contrary, it is rather an exception for a *where-* connector to have a specific referent, like in example 17. In case of *where-* connectors, we have seen that a more general meaning may be constricted to a more specific meaning, though providing more semantic room for interpretation.

## Conclusion

In this paper, I have attempted to shed more light on the connectors based on *here-*, *there-* and *where-*. From a general linguistic perspective, the study of the connectors helps to show the evolution they have experienced over time. They have faded away from most contexts to become specific cohesion tools in the legal context.

In terms of applied linguistics and translation, this study contributes to the systematisation of the knowledge of the logic of the formation of the connectors as well as of their use in legal texts. This study focuses on the fact that connectors based on *here-* and *there-* are semantically linked to the demonstrative references “this/these” and “that/those”. The use of these connectors is related to the notion of *deixis*, revealing the opposition between “this/these”, and “that/those”. The base of the connectors *here-* or *there-* signals whether the referent of a connector specifies the deictic centre or not, which can metaphorically be defined as the difference between “this respect” and “that respect”. The prepositional constituent of the connectors helps to identify a semantic and pragmatic link between the referent of the connector, the connector as such, and the word or the group of words preceding the connector substituting for its referent. Hence, these connectors combine the properties of reference and substitution.

The analysis of the connectors based on *where-* reveals the interrelation between the conjunctive “where” and “which”. This study shows that the *where-* connectors relate the clause to its antecedent in a more abstract and general manner than those based on *here-* and *there-*. The prepositional constituent in these connectors is less dependent on the semantic configuration linking the conjuncts, unlike the preposition adjoining the *here-* and *there-* connectors.

Certain lawyers would say that the connectors still exist in legal contexts only because professionals are blindly copying a style of writing that has been perpetuated over time. From a legal point of view, it can be supposed that lawyers are not ready to abandon a set of elements of the style that has been tested and proven to be reliable over a long period of time. From a linguistic perspective, in her study, Lenker (2010) provides a long and exhaustive list of the connectors which has dramatically shrunk in recent decades. As a rule, language evolution does not occur in a random way or based on a tradition of use. If any linguistic forms or units survive in a language, a certain motivation lies behind this process. Moreover, as many studies reveal (Traugott 2002, 2005; Heine, 2002, 2006), languages appear to be selective and economical. As previously mentioned, the quantitative part of this study shows that the connectors based on *here-* have the greatest number of occurrences (63,76%), whereas the connectors based on

*there-* and *where-* represent 31,76% and 4,46% in the corpus respectively. From a linguistic point of view, it can be supposed that the *here-* connectors still appear to be useful and precise as a concise deictic self-reference. In other words, they enable one to avoid repeating the deictic centre, which is “this document”, ensuring that reader will always cognitively associate a *here-* connector with such a deictic centre as a whole. By contrast, *there-* connectors make the reader cognitively build a more complex connection between such a connector and its referent as a textual element outside the deictic centre. Finally, it can be suggested that *where-* connectors seem to be least functional since they usually provide a more abstract connection between text elements, often identified by deduction.

In this respect, it should be noted that the connectors can be considered to be practical and concise textual tools only if one clearly and properly understands how they operate in a legal text. However, in terms of precision, based on this study and related investigations, I would suggest that the ability of connectors to refer both to the whole text and to a particular element in it can be seen as their advantage and disadvantage. Providing a flexible referencing frame, such an ability may lead, as we have previously seen, to ambiguity and doubts about what their exact referent is.

This study was based on a corpus of legal contractual documents (700,000 words), mostly taken from an American database providing contracts and agreements between large companies in the field of commercial and corporate law. The remaining part of the corpus represents legal documents written by UK lawyers. The analysis as well as the information provided by the interviewed jurilinguists confirm that the formation and semantics of the connectors mentioned above do not depend on the variations of legal English.

In terms of future research, a comparative analysis, as the second step of this study, might be conducted on the basis of a larger corpus comprised of various legal documents. This would help us understand whether the frequency of the occurrence of connectors depends on types of documents or not. Moreover, it would be interesting to compare the frequency of the use of the connectors through different English-speaking jurisdictions.

### Endnote

<sup>1</sup>«Deixis» by Wesn — Personal work under license Creative Commons Attribution-Share Alike 3.0 via Wikimedia Commons - <http://commons.wikimedia.org/wiki/File:Deixis.png#mediaviewer/File:Deixis.png>

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**Appendix**  
**Corpus of Business Contracts and Related Documents (“CBCRD”)**

**Part I: Business Contracts and Related Documents taken from the database Onecle,  
American English**

| Name of documents   | Number of words |
|---|-----------------|
| Accession Agreement - China Linong International Ltd., Sequoia Capital China Growth Partners Fund I LP, Sequoia Capital China GF Principals Fund I LP, Made in China Ltd., China Linong International Ltd., Land V. Group Ltd., Land V. Ltd. and Hong Kong Linong Ltd. (Jul 22, 2008) | 3,239           |
| Administration Agreement - Zipcar Vehicle Financing LLC, Zipcar Inc. and Deutsche Bank Trust Company Americas (May 11, 2011)  | 5,073           |
| Administration and Marketing Services Agreement - Garcia Baldwin Inc. d/b/a Market Vision and Inmark Services Inc. (Apr 1, 2002)  | 2,472           |
| Administrative Services Agreement - Scorpio Tankers Inc. and Liberty Holding Co. Ltd. (2010)  | 8,135           |
| Administrative Services Agreement - United Online Inc. and Classmates Media Corp. (2007)  | 8,056           |
| Agency Agreement (Exclusive Sales) - Weibo Internet Technology (China) Co. Ltd. and Beijing Weimeng Technology Co. Ltd. (Oct 11, 2010)  | 2,622           |
| Collateral Agency Agreement - Solyndra Fab 2 LLC, Solyndra Inc., US Bank NA and US Department of Energy (Sep 2, 2009)   | 10,753          |
| Allocation Agreement - Solyndra Inc. and Argonaut Ventures I LLC (Mar 25, 2008)   | 6,686           |
| Allocation Agreement - APP Pharmaceuticals Inc., APP Pharmaceuticals LLC, New Abraxis Inc. and Abraxis BioScience LLC (Nov 13, 2007)  | 9,471           |
| Arbitration Agreement - Secure Computing Corp. and Mary K. Budge (Feb 1, 2005)  | 1,926           |
| Arbitration Agreement - Macrovision Corp. and Steven Weinstein (Feb 15, 2004)   | 3,558           |
| Assignment Agreement - Motorola Inc. and Motorola Mobility Inc. (Jul 31, 2010)  | 4,424           |

|   |        |
|---|--------|
| Assignment Agreement - EnerJex Kansas Inc., DD Energy Inc. and Texas Capital Bank NA (Jul 2008)   | 13,729 |
| Asset Purchase Agreement - Retrophin Inc. and Manchester Pharmaceuticals LLC (Feb 12, 2015)   | 15,571 |
| Asset Purchase Agreement - LSI Corp. and NetApp Inc. (Mar 9, 2011)  | 34,825 |
| Bankruptcy Agreement - Borders Group Inc. (Nov 10, 2011)  | 20,525 |
| Bankruptcy Agreement - Delphi Corp., GM Components Holdings LLC, General Motors Co., Motors Liquidation Co. and DIP Holdco 3 LLC (Jul 26, 2009) | 56,015 |
| Commitment Letter - Valeant Pharmaceuticals International Inc., Goldman Sachs Bank USA and Goldman Sachs Lending Partners LLC (May 24, 2013)    | 12,267 |
| Commitment Letter - JinkoSolar Holding Co. Ltd., Paker Technology Ltd. and Jiangxi Jinko Solar Co. Ltd. (Dec 11, 2008)                          | 754,0  |
| Concession Contract - Border's Parking SRL and MercadoLibre SA (Feb 7, 2007)  | 7,113  |
| Concession Contract - Macau Special Administrative Region and Galaxy Casino Co. Ltd. (Jun 26, 2002)   | 20,078 |
| Confidentiality Agreement - 3PAR Inc. and Dell Inc. (Jul 17, 2010)  | 2,203  |
| Development and Manufacturing Agreement - Plantronics BV and GoerTek Inc. (Oct 15, 2011)  | 10,984 |
| Equity Funding Agreement - Solyndra Inc., Solyndra Fab 2 LLC, US Department of Energy and US Bank NA (Sep 2, 2009)                              | 7,106  |
| Facility Agreement - Qlik Technologies Inc. and Stiftelsen Industrifonden (Jun 16, 2008)  | 6,087  |
| Facility Agreement - PBL Entertainment (Macau) Ltd. and Bank of America NA (Sep 4, 2006)  | 33,000 |
| Framework Agreement [Amendment No. 2] - Alibaba Group Holding Ltd., SoftBank Corp. and Yahoo! Inc. (May 3, 2014)                                | 9,045  |
| Framework Agreement - GlobalInformService, International Business Machines Corp. and Infineon Technologies AG (Aug 8, 2007)                     | 11,75  |
| Franchise Agreement - Buffalo Wild Wings International Inc. (2006)  | 35,057 |
| Franchise Agreement - El Pollo Loco Inc. (Mar 2, 2004)  | 37,376 |

|   |        |
|---|--------|
| Gas Purchase Contract - Approach Operating LP and Belvan Partners LP (Jun 1, 2006)  | 5,721  |
| Base Convertible Bond Hedge Transaction Confirmation - MF Global Holdings Ltd. and JP Morgan Chase Bank NA (Jul 28, 2011)   | 11,279 |
| Insurance Services Framework Agreement - Norwich Union Customer Services (Singapore) Pte Ltd. and ExlService Holdings Inc. (Aug 26, 2004)   | 16,444 |
| Insurance Allocation Agreement - Northrop Grumman Space & Mission Systems Corp. and TRW Automotive Acquisition Corp. (Feb 28, 2003)   | 4,944  |
| Interest Transfer Agreement - Hebei Jinglong Industry and Commerce Group Co. Ltd., Australia Solar Energy Development Pty Ltd., Australia PV Science & Engineering Co. and JA Development Co. Ltd. (Jul 10, 2006) | 5,303  |
| Interest Transfer Agreement - ACF Industries Holding Corp. and American Railcar Industries Inc. (Jun 30, 2005)  | 3,881  |
| Lease (Hotel) Agreement- Hard Rock Cafe International (STP) Inc. and Melco Hotels and Resorts (Macau) Ltd. (Jan 22, 2007)   | 7,799  |
| License and Commercialization Agreement - Otonomy Inc. and DURECT Corp. (Apr 30, 2013)  | 10,294 |
| Liquidating Trust Agreement - AFG Investment Trust D, AFG ASIT Corp. and Wilmington Trust Co. (Dec 31, 2004)  | 14,469 |
| Management Agreement for Grand Hyatt Macau - Melco Crown COD (GH) Hotel Ltd. and Hyatt of Macau Ltd. (Aug 30, 2008)   | 27,835 |
| Management Services Agreement - Soda Club Enterprises NV and Fortissimo Capital Fund GP LP (Mar 26, 2007)   | 1,417  |
| Master Development and Supply Agreement - Apple Inc. and GTAT Corp. (Oct 31, 2013)  | 11,859 |
| Novation Agreement - Lifehealth Ltd., Cambridge Laboratories Ltd. and Biovail Laboratories International (Barbados) SRL (Jun 19, 2009)  | 7,474  |
| Operating Agreement - Shengyuan Nutritional Food Co. Ltd. and Beijing Shengyuan Huimin Technology Service Co. Ltd. (Jul 20, 2008)   | 1,928  |
| Partnership Agreement- Ashford Hospitality LP (May 7, 2007)   | 35,977 |
| Pledge Agreement - Coupons.com Inc. and Wells Fargo Bank NA (Sep 30, 2013)  | 4,353  |

|   |                |
|---|----------------|
| Purchase Agreement - Equinox Nutraceuticals and Stacked Digital LLC (Jan 21, 2013)  | 1,289          |
| Purchase Agreement - The Gillette Co. and A123 Systems Inc. (Nov 17, 2008)  | 7,968          |
| Research Agreement - St. Jude Children's Research Hospital and Retrophin Inc. (Oct 1, 2013)   | 4,997          |
| Research Agreement - University of North Dakota Energy and Environmental Research Center and Advanced Biomass Gasification Technologies Inc. (May 24, 2006) | 2,774          |
| Security Agreement - Beyond Meat Inc. and Ocean II PLO LLC (Sep 19, 2018)   | 23,960         |
| Security Agreement - SendGrid Inc. and Square 1 Bank (Jun 27, 2013)   | 15,673         |
| Sublicense Agreement [Amendment No. 4] - Ligand Pharmaceuticals Inc., Pharmacopeia LLC and Retrophin Inc. (Sep 17, 2015)                                    | 1,680          |
| Supply Agreement - Roquette America Inc. and Beyond Meat Inc. (Jan 1, 2019)   | 4,542          |
| Supply Agreement - Annie's Homegrown Inc. (Nov 1, 2011)   | 6,410          |
| Tax Matters Agreement - ARAMARK Holdings Corp., GrubHub Holdings Inc. and Seamless Holdings Corp. (May 19, 2013)  | 3,458          |
| Tax Sharing Agreement - United Online Inc. and Classmates Media Corp. (2007)  | 12,190         |
| Termination Agreement - KaloBios Pharmaceuticals Inc. and Sanofi Pasteur SA (Jul 24, 2014)  | 9,489          |
| Voting Agreement - Spotify Technology SA, MH1 LLC and DGE Investments Ltd. (Feb 2, 2017)  | 2,524          |
| Voting and Lock-Up Agreement - Michael Kors Holdings Ltd. (Jul 11, 2011)  | 5,587          |
| Warrant to Purchase Common Stock - Savage River Inc. and Silicon Valley Bank (Apr 5, 2019)  | 5,215          |
| Warrant Exchange Agreements - Tudou Holdings Ltd. and StarCloud Media Co. Ltd. (Sep 21, 2010)   | 7,787          |
| <b>Total Number of Words</b>  | <b>675,845</b> |

**Part II: Business Contracts and Related Documents taken from my own collection of legal documents both in electronic and printed forms**

| <b>Name of documents</b>   | <b>Number of words</b> |
|--|------------------------|
| Affidavit for Wagnerford Holdings Limited (July 4, 2006), printed, British English   | 207                    |
| Articles of Incorporation of Real Estate Finance S.A. (August 4, 2009), printed, British English   | 4,512                  |
| Certificate of Good Standing of Carroll Management Capital Inc. (July 18, 2011), printed, British English  | 201                    |
| Confidentiality Agreement (November 7, 2012), printed, American English  | 1,304                  |
| Confidentiality and Non-Disclosure Agreement – Cubik, 2009 Nov 3, 2009, in electronic format, British English  | 2,245                  |
| Framework Director’s Certificate for Stroll Enterprises Ltd. (March 12, 2008), printed, British English  | 588                    |
| Framework Service Agreement – The Regents of the University of California on behalf of the University of California, San Diego (August 12, 2012), in electronic format, American English | 3,564                  |
| Framework Service Agreement, printed, British English  | 765                    |
| Memorandum of Association of Blazer Capital Inc. (June 4, 2009), printed, British English  | 6,764                  |
| Memorandum of Association of Wagnerford Holdings Limited (June 4, 2009), printed, British English  | 8,808                  |
| Minutes of Meetings – Carrol, 2011, printed, British English   | 308                    |
| Non-Disclosure Agreement – Celtic Plus (May 25, 2010), printed, British English  | 1,430                  |
| Registered Agent’s Certificate of Incumbency for Morgan & Morgan Trust Corporation Limited (July 11, 2006), printed, British English   | 378                    |
| Security Agreement - Richard Appleby Design Ltd and Richard J. Cross   | 319                    |
| <b>Total Number of Words</b>   | <b>31,393</b>          |
| <b>Total Number of Words of the full (combined) corpus</b>   | <b>707,238.</b>        |

