Mastering the Legal Register through Reading Comprehension Exercises

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Abstract

Legal English is conservative, formal, syntactically complex and often archaic, with obscure expressions that hardly occur in the language at large. Of course, all professions have their own jargon. But, in recent times, lawyers have tried to make their profession less mysterious. With this background information and within the framework of ESP (English for Specific Purposes) and a passing reference to plain English campaigns, this paper will explore the intricacies of "legalese" by analyzing several extracts (from wills, statutes...) which will help illustrate the technical terminology of the subject in hand. Such key features of written legal language as: manner, typography and layout, lexis and grammar, will be especially highlighted. Other text segments will also be exploited, drawn from recently published newspaper and magazine articles, commonly read by native speakers, and, generally packed with legal terms and phrases that the layman, more often than not comes across when reading them. Finally, this talk will be supplemented with one or two excerpts from lively cassette material to give participants/students extra exposure to the language of the law, show them how this register functions and develop their listening skills and pronunciation.

The nature of legal language

Legal English is the register of the legal profession.The term covers the formulas and styles of both courts of law in all English-speaking countries and, also, such documents as contracts and writs among others. In England, from the Norman Conquest in 1066 to the later 14c., the language of the law was not English, but French and Latin, and both have left their mark on the English which succeeded them, (Middle English Period), especially in such terms as:

lien: (French "binding, tie": a legal claim on someone's property to secure the payment of debt; qualified right of property which a creditor has in or over specific property of his debtor, as security for the debt or charge or for performance of some act); *parole*: (French "promise", to be released on parole: conditional release of prisoner from jail before completion of his sentence or after serving part of the sentence when there is reasonable probability that he will remain at liberty without violating laws); *in lieu of:* (French "instead of", "in place of": the convicted criminal was released on probation in lieu of incarceration; a copyright owner hs the right to collect statutory damages in lieu of actual or general damages in case of copyright infringement); *habeas corpus*: (Latin "you may have the body": a writ requiring that someone be brought before a judge or court, especially as a protection against that person's unlawful imprisonment); *inter alia:* (= among other things); an administrator *pendente lite:* (= while the lawsuit continues/pending litigation); a *bona fide* purchaser (=one acting in good faith).

Legal discourse is a highly specialized use of language requiring a special set of habits. Obviously, translating legal texts implies giving careful attention to detail and sensitivity to crucial contextual changes, (the specific "setting" in which legal terms are used). For this reason, dictionaries and lexicons are of limited usefulness in translating legal terms. A good translation requires both a through understanding of the subject under discussion and, also, familiarity with similar models in the target language, i.e., the same kind of documents or instruments. Indeed, the style of traditional legal discourse is fairly predictable; we just have to review some legal writing in a law firm in Atlanta, and it likely will resemble that found in a trial brief in Wichita; they share the same grammatical structures. So, because the same kinds of legal transactions occur regularly, linguistic formulae have been developed. And again, this means that legal language is not spontaneous –it is quite unlike informal speech with its irregular patterns, and quite unlike the language of literature with its personal, often idiosyncratic approach. Instead, it draws on structures that have been predefined and pretested, and uses language that is familiar only to the experts and grammatical structures that are difficult to decode. Understanding why legal English is the way it is, can help the translator develop a kind of textual model; in other words, a sense of how language functions in legal discourse.

Whatever the legal domain –the spoken legal language of courtroom activities,or else, government legislation, or the documentation that constrains our daily lives (regulations, contracts, conveyances, by-laws, etc.)– we are faced with the fundamental principle that "the law is a profession of words" (Mellinkoff, 1963).On top of that, the pen –as the saying goes– or words, in this context, are mightier than the sword, especially in the legal profession, which means that writers and thinkers affect human affairs more than soldiers do. Indeed, this highly distinctive style is also known as *legalese* (jerga legal) suffix –ese: relating to, belonging to: on the analogy of journalese (jerga periodística: typical of newspapers and containing many clichés: crucial issues, fundamental truth, warmly praise)... an informal, usually pejorative term for language or jargon that is typical of lawyers or that contains too much legal terminology. Also, academese: academic English or register used by scholars and scientists which is elevated, pedantic, with much concern for accuracy, objectivity, and which often intimidates the reader.

When we hear phrases such as:

I swear by Almighty God to tell the truth, the whole truth and nothing but the truth...

You may approach the bench... we can easily recognize the linguistic features even if we are not part of the profession. But, most of the times, legalese constitutes a strange and incomprehensible variety of language. Besides, this is not just a feature of English-speaking lawyers; people all over the world complain that they cannot understand court proceedings or legal documents.

Of course, all professions have their own jargon. Economists commonly talk about *junk bonds* (the right to collect a debt which will in fact probably never be repaid); doctors about *lacerations* (cuts) and *contusions* (bruises); and English teachers about *metalanguage* (the words we use to talk about language). The use of a

special register can be justified because it refers to matters which are important to a particular profession but not important to most people in everyday life. But, sometimes, it seems that jargon is a way of creating a mystery about a profession, of distinguishing people on the inside (economists, doctors, teachers) from those on the outside. (Powell, 1993).

When I use the word *register*, I mean, of course, those variations in language which are used by lawyers –and sworn translators– and studied in *ESP courses*. (English for Specific Purposes). The term was given broad currency by the British linguist Michael Halliday backi in the 1960s in response to demands for special/specific courses geared to practical and functional rather than educational and cultural ends. Whereas general EFL/ESL teaching offers courses to schoolchildren and adults of mixed ages and backgrounds, ESP addresses learners with a common reason for learning, such as the language of the law. Indeed, there is no theoretical limit to the number of special purposes to which language can be put. As society develops new facets, so language is devised to express them. In recent times, whole new areas of expression have emerged, in relation to such domains as computing, commercial advertising, broadcasting and why not, popular music. So, special styles have developed associated with religion, politics, the press, medicine and science and, of course, the law. Planning an ESP course starts with a *needs analysis* to establish the limits of the language learners'needs. Courses and material are then designed to teach all and only that subset of English.

Now, the complexity of this specialized style is particularly apparent in the *written* language of the law. Indeed, legal texts have frequently been criticized by the lay public on the ground that most of the language in them is *unnecessarily complex*, and could be simplified without loss (Crystal, 1998); also, that these texts constitute a barrier, rather than a bridge, to comprehension and communication. This point is often made by lawyers themselves who, in recent times, have tried to make their profession less mysterious. After all, their job is supposed to be to clarify matters for the public, not to make them more complicated. This is particularly seen in the efforts of campaigners for *plain English* (English that is straightforward and easy to understand) who argue that this style cries out for change and that it could be simplified so that it is both more comprehensible to ordinary people and more practical for lawyers themselves.Others fear, however, that if changes were made, new simplified language structures could create legal loopholes (escapatorias, pretextos legales). These professionals cling to traditional ways of expression: writting simply, they say, is the same as thinking simply. And, instead, the legal subject matter is complex, abstract; legal doctrines are multifaceted, therefore, writing about the law must be *hard*. If the message is tough, so too must be its medium.

But, in recent years, campaigners for plain English have sought simpler contracts and in some cases "translations" of difficult usage, (not exactly translations into a foreign language but paraphrasing into English), so that the public can grasp the meaning and intent of documents couched in legal terms. In 1983, an English court ordered a law firm to pay 93,000 pounds damages for unintentionally misleading a client by using "obscure" legal language in a letter of advice. (Mc Arthur, 1992). They

keep saying that as information becomes more complex, writers should take greater care to present it in a simple way. If readers must strain to figure out highly complex sentences, replete with clauses and clauses within clauses, they will have little mental energy left over to deal with the message itself. Many of the great legal writers of our time have added that their readers should pause only to think about substance, and not to fight their way through the fog of legalistic style. (Indeed, certain grammatical constructions actually hinder communication. Certain types of words get in the way of the message)

Example:

The first excerpt below is part of a traditional agreement, the second the same material recast in "plain" language:

The original, duplicate and triplicate copies of the enclosed agreement should be signed and dated, as indicated, with the corporate name, followed by the signature of an authorized corporate officer or an authorized representative. After it has been executed in triplicate, the original and copies of this agreement must be returned to this office within thirty days. If the signed original and copies of the agreement are not received by this office within thirty days, it will be assumed that you no longer desire to enter into a closing agreement and our files with respect to this matter will be closed without further action.

Now look at this:

Please sign and date the original and the two copies of the enclosed agreement. You should use the corporate name and follow it with the signature of an authorized corporate officer or authorized representative. After signing the agreement and the copies, please return them to this office within thirty days. If we do not receive them within that time, we will assume that you no longer want to enter into a closing agreement and, accordingly, will close our files on this matter without further action.

What's the difference? Did the writer just rewrite the passage to make it sound simpler and more direct?. Did he try to avoid using technical terminology which, to a large extent, is inevitable in view of the specificity of the subject matter? Yes, but how? The answer lies in *the way of putting things* that adds to the difficulties that might naturally be expected when tackling any technical piece.

The writer recognized immediately that the original passage appeared exclusively in the *passive voice*; in the rewritten passage, he used the active voice.(We do know that the passive voice has a very bad reputation: it takes more words to say the same thing). He also wanted to avoid words like *triplicate* and *execute* and to use instead simpler words like *two copies* and *sign.* He introduced linking words such as *please* and *accordingly* making the passage more subjective and condescending towards the reader. He avoided the *repetition* of *original and copies* (3 times) and *agreement* (4 times) by using, instead, the pronoun *them.* He reduced the passage from 104 words to 85 words.The average sentence length dropped from 35 to 21.(The ideal average, for some unknown reason, is 25 words per sentence).

Indeed, study after study has shown that as average sentence length goes up, reader comprehension goes down. Wordiness signifies a host of problems. No mystery in this. Then, the number of *polysyllabic* words dropped from 44 to 31. We know that attorneys must necessarily deal with abstractions, but long words are often highly abstract and hinder precision in legal writing. Instead, concrete words create more vivid images. In general, good writers seek to grab the reader's attention with concrete images. Finally, the writer trashed the compound preposition *with respect to* and substituted the simple preposition *on*. (Legal writing ignores simple, powerful prepositions like *on* and *of*. It prefers instead fluffy ones like *with regard to* the issue of damages, *in connection with* the sale of securities, for *the purposes of* determining total tax owed, *with respect to* your request...)

So, according to many lawyers, it seems likely that l*egalese will survive for a long time to come.*

Features of written legal language:

I have selected the following will for analysis, but first, let's try to understand or remember some of the legal terms:

Very briefly: a will is a declaration of a person's intentions concerning the allocation of property after his death (testator) or her death(testatrix). It can be altered at any point up to death. (This is done by a written separate instrument: codicil). A will must be a written document and it must be signed at the foot or end. (Exceptions are the nuncupative wills: oral informal wills of soldiers, sailors, in actual military service; holographic wills: those completely in the handwriting of the testator) Two or more witnesses must authenticate the signature of the testator. A will is normally *a formal document and the language is formulaic.* (made up of fixed patterns of words or ideas). The structure follows certain patterns, although an official will can be no more than a letter.

Read through the following example of a will (very simple and succinct, yet, legally binding), and comment on the linguistic and stylistic features which make it typical of the legal variety: (Thorne, 1997)

I, JONATHAN MOORES, of 123 Wood Lane, Newton, HERBEY REVOKE all Wills and testamentary documents heretofore made by me *and Declare* this to be my *Last Will and Testament.*

1. *I desire* my body to be donated to medical science.

2. *I appoint* my wife *Alice Moores* (hereinafter called "my wife") to be my sole executrix of this my will but if the foregoing appointment shall fail for any reason then I appoint my children *Edward Moores* of 456 Smithfield Road, Newton and *Louise Moores* of 789 Church Street, Newtown (hereinafter together called "my

trustees" which expression where the context admits shall include the trustees or trustee hereof for the time being) to be the executors and trustees of this my will.

3. *I devise* and *Bequeath* to my wife all my real and personal property whatsoever and wheresoever for her own use and benefit absolutely if she shall survive me by thirty days but if she does not survive me by the thirty days then

4. *I devise* and *Bequeath* all my real and personal property whatsoever and wheresoever unto my trustees *upon trust* that my trustees shall sell call in and convert into money the same and shall therefore pay my funeral and testamentary expenses and debts and inheritance tax due and shall stand possessed of the residue of such moneys (hereinafter called "my residuary estate") *upon trust* for my children *Edward Moores* and *Louise Moores* in equal shares absolutely provided always that if any shall have predeceased me leaving a child or children who attain the age of 18 years such child or children shall stand in place of such deceased and shall take by substitution and equally between them if more than one the share of my residuary estate which such a deceased child of mine would have taken if he or she had survived me.

In witness whereof I the said *Jonathan Moores* the Testator have to this my *last will* set my hand this twenty-first day of May One Thousand Nine Hundred and Ninety-Five.

(signature)

Signed and acknowledged by the above-named *Jonathan Moores* the Testator as and for his *ast will* in the presence of us both present at the same time who at his request in his presence and in the presence of each other have hereunto subscribed our names as witnesses:

(signature)

(signature)

Commentary:

Register. Scan the text (document) and note all the words and phrases that you think are legal terms. See if you can work out the meaning (in context) of the words and phrases you have chosen. As we said before, a will is a... Are these words specific to any particular field? It's the legal field and register. And the branch of the law? It's the Law of Succession.(Also, Probate Law: the meaning of this word is wider and refers to the various laws and courts which deal not only with wills but also with intestacy, succession, inheritance, administration and disputes over estates)

The *manner* is formal (not traditional or modernised) and the relationship between writer and addressees is official despite the fact that the participants are well known to each other.The language of the law has little similarity with the lan-

guage of conversation: there are, for instance, no contractions for negatives or auxiliary verbs in written documents. Formulaic utterances like *In witness whereof* and *last will and Testament* add to the ceremonial tone. It is a public form of language, but its intended audience is legal experts rather than the general public.

Typography and layout: the typographical features are typical of a modern will: each point (clause), is clearly numbered; capitalisation is used to highlight key lexical items (Devise, *Bequeath*) and certain expressions are often used conventionally in block capitals (in uppercase letters) not only in wills but also in powers of attorney, certifications, contractual agreements, and many other documents *(Hereby revoke, I declare, Desire, Appoint, Provided always)*; italic print is used to draw attention to the names of the executors and trustees (*Alice Moores, Edward Moores, Louise Moores*); punctuation is used sparingly in legal documents because it can cause ambiguity. Commas are often omitted in lists *(shall sell call in and convert)* and for clauses in parenthesis (hereinafter together called "my trustees" which expression...); colons and dashes are also often omitted; sentences in legal documents tend to be very long and full stops are only used at the end of key sections or at the very end of the document. (Notice clause 4.)

The overall page layout is often distinctive. Traditional documents are printed in a solid block with no indentation, but more modern examples tend to be indented and subdivided. Although the traditional style gives an overall visual coherence to legal documents, modern layouts are more acceptable to the non-specialist

Lexis: the lexis is also typical of legal language. Subject specific words or jargon (let us remember this is ESP) like the verbs *Revoke, have predeceased*, the *nouns trustees, residue* and the prepositional phrase *upon trust*, reflect the exact nature of the legal language. Because a will deals with the theoretical division of property at a time in the future, there are many abstract nouns like *substitution, presence* and *shares*. Ordinary words like the nouns *appointment* and *estate* take on a specific legal meaning in this context. Archaisms (archaic lexis) like the prepositional words *hereinafter, hereof* and *heretofore*; and the collocation *set my hand*, (= sign, a stereotyped phrase or cliché, traditionally used for impact or effect), also make the variety formal. Collocations like *Last will and Testament, real and personal property* and *devise* and *bequeath*, however, are characteristic of wills in particular. (These doublets, even triplets of legal idiom are set phrases formed for amplification by synonymy or near-synonymy; they are quite common and, most of the times, redundant: null and void; of sound and disposing *mind and memory; order, adjudge, and decree; ready, willing and able*...). There are also many examples of Latin and French loan words that have been assimilated into the language: *executor/executrix, revoke, residuary* from Latin; *appoint, estate*, deceased from Old French. There is also frequent use of such as a determiner, instead of those in *such moneys* or *such child* or *children* rather than *that/those*; such deceased... all of them in clause 4 of the text. Another characteristic is the use of *said* in *I the said Jonathan Moores*, and *...the abovenamed Jonathan Moores* as participial adjectives. The word this is

emphatic as in ...*Declare this to be..., this my will, this twenty-first day*...and also the words *whatsoever* and *wheresoever*. There is also repetition of the noun *presence* (at the end) to avoid ambiguities of any kind. The verbs are distinctive and make up a limited lexical set which is typical of any will: *revoke, appoint, devise and bequeath, declare*... Modal auxiliaries like *shall* (as a substitute for the present tense) denote actions that have to be undertaken in the future and are often separated by sequences of phrases and clauses, making the document difficult to read. (*shall fail.....shall include*, in clause 2 of the document). Adverbials are used frequently: prepositional phrases *for her own use, by thirty days, upon trust* or in post-modification: and benefit *absolutely*.

The grammar is less complicated than older legal documents because the text is broken up into smaller units in numbered sections. The mood is declarative since imperatives are used occasionally. Interrogatives are used in the spoken legal language of the courts, but not in written documents. The present tense is more appropriate because the document will be read as a current declaration of intent at the death of the testator. Sentences are not in the passive voice, which is so frequent in legal English, because in a will, both the actor (subject) and those/that affected (object), must be clear if the declared intentions are to be carried out appropriately. Here, it is logical to bring both lexical items forward and not to rearrange the word order giving more stress to one over the other. With respect to sentence structures in legal texts, most of the times they are complex. Here, the only exception of simple sentence is that in clause 1, and though most sentences have the subject in the initial position, that one in section 4 is very long, with many coordinated phrases (*and shall...*), relative clauses: (*who attain, which such...*), conditional clauses: (*if any, if he or she...*) Cohesion is created through repetition of lexical items like *trustees, property*, to avoid pronoun referencing which might cause ambiguity. The use of the first person singular pronoun *I* is appropriate here, however, since the document is a written statement from the testator who is clearly named in the post-modification of *I* in the opening sentence of the will.

In short, wills have a distinctive format which only vary slightly from example to example. And again, the language and syntax are typical of the legal variety as a whole, but are also marked by characteristics of this particular kind of legally binding contract.

I can further illustrate the legal terminology by resorting to an excerpt from a well-known American publication: Newsweek, commonly read by native speakers, and –if we scan the text– we'll see that it is packed with legal terms and phrases that students already know but find difficult to master.

Insanity: A Defense of Last Resort

Despite the bestial nature of his crimes, Jeffrey Dahmer may have a hard time convincing a jury that he is criminally insane. When Dahmer decided to plead guilty

but insane, the thrust of the case changed from culpability to responsibility. "Under the law, the question is not whether he is strange or has perverted, bizarre motivations," says John Jeffries, professor of law at the University of Virginia. "The question is whether he understood what he was doing, whether he knew the difference between right and wrong."

The insanity defense is one of the most maddening areas of the law –an isthmus where legality, morality and medicine vie for dominance. Ultimately, the Dahmer case is "going to be a battle of psychiatrists,"says Martin Kohler, chair of the Milwaukee Bar Association's criminal division. Dahmer's attorneys must prove that he was suffering from some form of mental illness, possibly psychotic delusions. But demonstrating mental disease won't be sufficient: Dahmer needs to show not only that he was ill at the time of the crimes but that he lacked the capacity to understand the wrongfulness of his actions or to "conform his conduct" to the law. His ability to lie to police only hours before he murdered 14-year-old Konerak Sinthasomphone may be enough to convince jurors he was a calculating killer...

(*Newsweek*, Feb.3, 1992)

Readers/students are already acquainted with the subject matter (that of the defenses or evidence that the accused can raise in a court of law to defeat a criminal charge and which may negate his legal responsibility or capacity and so, lead to a verdict of not guilty by reason of insanity or guilty but insane, depending on the state. They also know about the other defenses, such as: alibi, infancy, intoxication, self-defense, duress, entrapment etc.)

The following are helpful questions to ask readers:

Register: What is the field? It's informal legal English. The intended audience for this text are not experts in the field but the general public who wish to read about a high-profile case in American society, and, at the same time, learn a few legal things.

What is the branch of the law? It's Criminal Law. (They know this because they have scanned the article and found out that it's about one of the defenses to criminal liability).

What do the *typographical features* show? They show that this text is not a statute, a will, a contract...but it's an extract from an inset that covers half of the page of the magazine and which, in turn, is part of a longer article about the "secrets of a serial killer" (Jeffrey Dahmer) who has been caught and is now facing ten charges of murder in a Milwaukee (Wisconsin) courtroom. This background information has been supplied before tackling reading comprehension, during warm-up stage in the class and by means of lead-in questions. The text is divided into several paragraphs of which these are the first two.

Lexis: Is there any subject specific vocabulary? Yes, there are words such as: *insanity, defense, crimes, jury, attorneys,...* and phrases such as: *to plead guilty but insane, the Dahmer case, criminal division, to " conform his conduct" to the law* (

the phrase is in inverted commas because it is a quotation from one of the sections of the Model Penal Code)

Are there any examples of abstract nouns that link to the abstract nature of law and justice? Yes, words such as: *culpability, responsibility, legality, morality, wrongfulness, ...*

Are there any definitions that help clarify the meaning of some legal terms? Yes, the headline itself: *Insanity: A Defense of Last Resort.* Headlines help us to predict the subject of an article and its main idea or viewpoint. (Lawyers consider the insanity plea relatively rare because they know that only 10% of serial and mass killers raise the defense, and two thirds of them unsuccessfully. Few felons actually "get off" thanks to the insanity defense) *...Dahmer needs to show not only that he was ill at the time of the crimes but that he lacked the capacity to understand the wrongfulness of his actions...* (The phrase is self-explanatory: Dahmer has to show that he did not know the difference between right and wrong)

Are there any comparisons outside the legal environment that help illustrate the insanity defense? Yes, in the second paragraph, when the reporter compares it with *an isthmus where legality, morality and medicine vie for dominance.* Here, it is a metaphor, introduced by the verb *to be,* meaning an embarrassing area of the law, where opinions, ideas converge and meet but, at the same time, compete for control and influence. Are the implications of the insanity defense social, legal or medical? Who will have the last word? Apparently, doctors will. (An *isthmus* is a narrow strip of land, with water on each side, that joins two larger pieces of land that would otherwise be separated by water)

Grammar: The mood is a mixture of standard and formal; there are features that link it to spoken language. Since here, the language of the press overlaps with informal legal writing the reporter tries to prove his point by resorting to two instances of direct speech not typical of a formal context. Direct address makes the manner seem more personal and adjectives like *bestial, hard, maddening,* the adverb *ultimately,* and contractions such as *won't,* give the discourse a less ceremonious tone. Sentences are not long and complicated and since the language of the press aims at conveying information, it attracts readers'attention by means of simple sentences, in the present tense with the normal word order.

And now, by way of conclusion, I would like to say a few words about another strategy that teachers sometimes resort to in class to supplement the reading material or to use as follow-up, and that is *Listening Comprehension.* I always play the tape twice –three times, if necessary– so that students have a chance to listen to another accent (American English this time), expand their vocabulary and practise pronunciation among other things.

There is a second type of contract that we should also address at this point and that is the kind of contract that is conventionally called a prenuptial *or* antenuptial agreement. *Antenuptial, incidentally, is spelled* ante, *as in " before the nuptials" and*

not anti*: meaning "against the nuptials". These are contracts between unmarried parties who may or may not be cohabiting but who contemplate entering into a marriage. These are contracts in contemplation of marriage. These contracts are designed to address a whole host of matters relating to the marital relationship between the parties. In effect, it is possible for the parties to customize the rules that will govern their marital relationship. In the absence of contract, the state sets the rules but the parties may attempt to modify or customize those rules by entering into an antenuptial contract. What are some of the* issues *that these contracts can deal with? Well, very often they will deal with how property will be disposed of upon the death of either party. This is particularly true when the parties marry later in life and have substantial estates. It is especially true when they have children from a former marriage. They may want to guarantee that the bulk of their estate will pass to their biological children from the earlier marriage....*

Again, it's the legal register; the mode is spoken; the manner is also formal, but in this context –a classroom talk given by an American professor to his law students– some informal collocations and speech patterns have been used.

What is the branch of the law? Family law.

What is the subject matter? Antenuptial agreements/prenuptial accords. (Marriage settlements)

What is the first thing he pays attention to? Spelling of *ante.*

After that, he provides the definition of these accords and then goes on to explain some of the issues that these contracts can deal with: upon the death of either party, which may occur when they marry later in life and have substantial assets; the conduct of the parties, such as the division of domestic chores... so on and so forth.He does so, by using many repetitions of phrases such as: *these contracts, marital relationship, to deal with, this is particularly true, it is especially true...* because, let us not forget that he is lecturing and putting emphasis on what he is saying, so, every now and then, he has to break the normal flow of his speech for everybody to take down notes. Indeed, speech often has a loose structure and is marked, as stated, by the speaker's frequent interruptions and overlaps, his rephrasing of ideas and comment clauses.

In short, I have no doubts that, challenged and informed, users of these authentic texts will end up communicating in English with confidence and will surely develop their *reading* and *listening* skills by establishing a working familiarity with the legal register.

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