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A LINGUISTIC ANALYSIS OF THE LEGAL DISCOURSE: A CASE STUDY OF CONTRACT CORRESPONDENCE IN THE NIGERIAN CONTEXT

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Mention Très Honorable

DEDICATION

I dedicate this Thesis to God Almighty for the gift of life and His faithfulness.

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ABSTRACT

A contract is a legal document which is signed and obeyed by both parties. Therefore, the language of contracts should embody definiteness, exactness and plainness. This study investigates the forms of contract correspondence in terms of the speech acts that characterize them and their functions. This study also examines the illocutionary force of the speech acts, that is, the intention of each of the contract correspondence is investigated. It further provides a list of research findings, suggestions, the percentage of each of these speech acts and their relevance to the contract correspondence. It concludes that the text or contract correspondence fall into the ambit or domain of law. In this thesis, utterances are examined by their propositional content, the intention of the utterance, and its outcome. By studying how utterances are formed and issued, and along with looking into utterance circumstances and sincerity, one can garner a clear glimpse into what constitutes a performative speech act and what does not. The thesis is a monograph. It is also monothetic and idiographic indeed. All the objectives set up for this thesis are systematically followed, in such manners so that the aims of the practical parts could be reached successfully.

KEYWORDS: Linguistics, contracts correspondence**,** speech acts theory, legal discourse, illocutionary, perlocutionary

LIST OF ACRONYMS AND ABBREVIATIONS

S: Speaker

H: implies Hearer

MT: Mother tongue

L1: First language

L2: Second language

FL: Foreign language

P: Propositional content of the utterance

S: original stimulus

R: Response to stimulus

SAT: Speech Act Theory

MCB: Mutual Contextual Beliefs

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CHAPTER ONE

INTRODUCTION

1.1 Background to the study

The study of legal language has been affected by new theories introduced into linguistics, in particular the sociolinguistic approaches and the movement for simplification of legal discourse. Legal language (once and almost magical language of words of stipulation and oath) is not a language of everyday use by a population. It is a specialized language of legal norms and related discourse. Its distinctiveness may be seen in a number of characteristics that differentiate it from the language of ordinary use. But, there is no universal language of law that will be comprehensive to all languages.

It is necessary for law to be able to communicate its norms to their addressees. This of course happens through language. Obviously, investigation into contract correspondence and language is quite extensive, emanating not only from the field of linguistics, but also from other social sciences. Of course, three principal strands of research have evolved. For some researchers, the primary concern centres on language, and the law provides relevant data for linguistic analysis and the testing of theories about language. For others, the law becomes the main ingredient/recipe, and language serves as a vehicle for understanding the legal process and the workings of that system.

For some researchers, the primary concern resides in the disciplines of Psychology, Sociology or Anthropology and language, as it operates within the legal systems, functions as a means for investigating psychological processes, societal interactions or cultural traits. Because my own academic training has been in linguistics, my research approach to law and language tends to fall into the first category.

The topic of this dissertation is :*"The linguistic analysis of the legal discourse: A case study of contract correspondence in the Nigerian context"*, which has been of personal

interest. Consequently the study will elucidate how legal discourse studies emerged from several disciplines in the humanities and social sciences, especially literary studies, linguistics, psychology, sociology and anthropology, later joined by communication studies. There are many more disciplines in which legal discourse is valid and important object of studies such as semantics, style and stylistics, pragmatics, speech act, contract and law. Through the linguistic method of inquiry, experiment will be carried out using language as instrument or object of experimentation.

There is no master key to the inner life of a people, but language unlocks a vast treasure house. Language is not an abstract construction of the learned or of dictionary makers, but it is something arising out of the works, needs, ties, joys, affections, and tastes of long generation of humanity, and has its bases broad and low, close to the ground. Language, the chief means of human communication is by far the most complex skill, a human being can attain. It is through language that we understand the deepest secrets and inner feelings of other people as we appreciate the extent to which we share a common humanity by it means. Human beings are the only species that use language and they live by "languaging". The affinity between man and language in many ramifications has informed the neologism of "Manguage" (Adedeji 2005: 192) because man and language (Verbal and Nonverbal) are literally inseparable.

To imagine a world without language is to imagine a world without meaning and thus imagine the unimaginable. Of course, the engine of language is meaning without meaning there is no language. In fact, the essence of language is to generate or convey meaning. Language, as a social phenomenon is both a product and a reflection of the values and beliefs of the society that employs it.

1.2. Objectives of the study

The aim of this research is to apply speech acts theory to the language of contracts correspondence, a sub-genre of legal discourse. To this end, we are interested in investigating both the types of speech acts that characterize such contract correspondence and the illocutionary force of each of them. We also apply linguistic theories to investigate contract correspondence. Speech acts possess empirically tested, tried, trusted, accepted and predicative method of analysing language.

1.3. Statement of the problem

The study critically looks at the use of language in contract correspondence. The research takes a cursory look at the way contract correspondence messages are disseminated.

In addition, utterances are examined by their propositional content, the intention of the utterance, and its outcome. By studying how utterances are formed and issued along with looking into utterance circumstances and sincerity, one can garner a clear glimpse into what constitutes a performative speech act and what does not.

1.4. Research questions

The brand of English language use in contact correspondence demonstrates certain peculiarities known and understood within the law domain or context; and it is used freely in most contract correspondence that relate to transactions in the society. This no doubt, has generated many questions. This research, therefore, attempts to answer the following questions:

- What are the forms or the peculiarities of contract correspondence in the legal English?
- What roles does such contract correspondence play in the society?

- How does the contract correspondence reflect the world views of the people who read these contract correspondences?
- What are the attitudes of the readers/clients to contract correspondence?
- What lessons are there to learn from the messages of contract correspondences?

1.5. Significance of the study

Significantly, knowledge of course cannot be said to have been exhausted and conclusive in any field of aspect of a human endeavour. Man is always in a continuous quest to find out and acquire more information about knowledge, with a view to improving on the status quo. By investigating the language of contract correspondence, we reveal the connection that exists between the English language and contract correspondence, between legal English and world Englishes on the other hand.

Consequently, by looking at the language of contract correspondence, we are bringing out a peculiar aspect of the legal English as regards its ability to be used to achieve anything since language is a mere tool in the hand of the user, the user therefore becomes the one manipulating language of information dissemination and the information bothers on contract correspondence. All these constitute very significant body of knowledge for schools, universities and other stakeholders.

It is also significant to mention here that there is dynamism in language use. This dynamism aims at making language being able to represent thought at every point in time without the language being too old for the thought and without the thought being too old for the language. In other words, the dynamism we refer to here had to do with language being complete and having the capacity to accommodate thought as much as necessary, by so doing, continuity in linguistic development will be assured and observation made in the process of

this study will be useful for academic mind rubbing. Significantly too, this thesis will also serve as a reminder to all linguistic scholars and researchers that as long as the issues of rigorous investigation, language exanimation, legal discourse, contract, correspondence, semantics, style et cetera are concerned continuity in investigation in this respect is inevitable. Above all and significantly too, an investigation of language use is a study if how language works and how it can better be employed to foster positive interactions and understanding among humans.

What motivates this investigation is simply the curiosity to know more about the characteristics and peculiarities of the contract lexical expressions – a variety or brand of legal discourse. Some of the questions researchers ask are: why has the issue of contract correspondence been so elusive? What are the peculiar legalese meaning and functional effects of this inconsistency of contract correspondence to the study of linguistics? Is there hope for final or immediate solution to this problem?

To answer the above questions simply means engaging in a scientific research in this respect. By so doing the works of our earlier scholars/researchers will not only be most appreciated but open avenues for more revelation into the main stem of contract correspondence. This thesis aims at investigating different linguistic factors that affect contract lexicon. The reason is to evaluate the lexical dichotomy in terms of its significant contribution or other wise to the study of contract lexical expressions using speech acts theory as a theoretical framework.

1.6. Scope of the study

The scope is limited to legal language discourse. Specifically contract correspondence – a sub-variety of legal discourse randomly sourced from various intercontinental chambers to bring out the salient legalese/underlying expressions and function/circumstances illocutionary and perlocutionary effects. The scope finally terminates at an investigation into the extent to

which the identified contract correspondence has contributed to the development of legal language discourse today. This research only looks at language as a tool for information dissemination that involves contract correspondence.

The study is located within the Nigerian context. However, relevant materials are carefully elicited and sourced from all other continents of the world for the purpose of fair and equitable generalization. To this end, the Law Priest/ lawyer /Barrister whose works have been sampled and selected for study is limited to Nigeria.

1.7. Research methodology

This section of the study highlights the proactive methods adopted in carrying out the research. It also explains the scientific and systematic procedures that were carefully followed in the general conduct of the research exercise. Working within the frame work of linguistic analysis, we shall in pursuing the objectives of this thesis randomly and empirically collect twenty (20) samples of the contract correspondence, a sub-genre of legal English from different law firms or chambers.

The following are points to note about the procedure for the collection of the data and their analysis:

1.7.1 Data collection

For purposes of collecting the data for the study, a total of twenty contracts (20) letters/correspondence were collected. They are featured between late 2013 till date. They do not follow any particular month. For equitable and empirical distribution, a total of four (4) contract correspondence sourced, elicited and selected from each of the five law firms or chambers: OLUJOBI, OLUSOLA & Co. Solicitors, advocate and legal consultants, LEKE SANNI & ASSOCIATES, S.O. BOWOTO & Co, TERRY BADMUS ADEYUN & Co BARRISTER & ADVOCACY, AFOLABI FASHANU & Co. SOLICITORS & ADVOCATES, O.P. KAYODE & Co.

1.7.2. Data Presentation, Illustration and Analysis

The following are the procedure steps for the analysis:

a) An equal number of samples (20) (i.e. contract correspondence illustration) i.e. four from the five law firms.

b) An illustration consists of several contract correspondence or legalese identified, elicited extracted, and linguistically analysed.

A descriptive approach was adopted. The data were analysed using the speech Acts theory (SAT) propounded by J.L. Austin (1969) and later developed by J.R Searle (1979), Bach and Harnish and Allan (1979). This is to ensure that the findings will adequately reflect the situation across the common features of contract correspondence.

In this regard, the selection of a primary method of investigation of a given phenomenon obviously is a key consideration for this thesis. There must be a thorough knowledge of the basic methods of research to guide the researcher in choice of a primary research method to be used in solving and identifying research problem.

All factual knowledge which is ascertained by research may be classified in terms of three areas of times (Adams, 2009:10):

a) The past; what has been? Historical research method

b) The present; what is occurring? Nominative survey research method/experimented research method

c) The future; what will possible be? Progressive or predicative research methods.

Of course, the study is focusing on what has been, what had happened, the past actions already taken; it is historical in nature.

In fact, speech acts theory is based on empirically tested, trusted, tried, predicative and accepted methods of analysing language. Its knowledge is informed by actual understanding of the ways and means in which humans communicate, and it understands why sentential

context and extrinsic evidence are relevant to the meaning of contractual terms. Because the legal system cannot claim to possess a similar expertise in the way that human communicate and create meaning, speech as methods should be incorporated into legal interpretation

1.8. Operational Definition of Terms

Genre: Sub field, branch or kind

Contact: An enforceable agreement between parties

Correspondence: Sending and receiving letters, memos, circular, etc.

Directive: This is an act in which the speaker tries to make the hearer to do something. Words such as order, ask, request, etc. are commonly used.

Expressive: They are utterances in which the speaker expresses an attitude to something or about a state of affairs using verbs such as appreciate, apologize, regret, etc.

Declarations: They are utterances in which the speaker utters the external condition or status of a situation or an object by an assertion e.g. "I pronounce you husband and wife".

Representative/ Assertion: This an utterance in which the speaker asserts a proposition to be true, using such verbs as affirm, declare, believe, report, conclude, etc.

Monograph: An independent description of a dissertation or treatise written in great detail.

Monothetic: Focusing in discovering general principles of behavoiur.

Idiographic: Focusing on understanding the general principle of the behavior of the subject.

Pupa: Red colour

Funfun: White colour

Dudu: Black colour

Awo ewe: Green colour

Odo: Stream/Fountain

Indirect speech act: A speech act performed through the performance of another.

Illocutionary point: The point/purpose of an utterance or a speech act.

Direction of fit: Refers to the match between the utterance and the world (reality).

Expressed psychological state: Psychological state expressed in an utterance by a speaker

Taxonomy: Classification

Pragmatics: The study of speaker meaning as distinct from word or sentence meaning.

Pragmatic Connection: A conventional association between a person's name and a kind of object e.g. "Shakespeare" used to identify a book.

Pragmatic Competence: The ability to understand another speaker's intended meaning.

Pragmatic Failure: A breakdown in communication as a result of misinterpretation of messages. This is often caused by linguistic, socio-cultural and conceptual factors.

Contrastive Pragmatics: The study of culturally different ways of using language.

Locutionary Act: The basic act of uttering a meaningful linguistic form: the linguistic form/structure of an utterance.

Illocutionary Act or Force: the communicative force of an utterance: the speaker's intention as interpreted and reacted to.

Perlocutionary Act/Effect: the effect of an utterance used to perform a speech act: by the coparticipant, i.e. coparticipant's reaction to an illocutionary act.

Performative Verb: A verb that explicitly names the speech act, e.g. the verb "promise" in the utterance "I promise to be there".

Implicit Performance: A speech act without a performative verb.

Commissive: A speech act in which the speaker commits him or herself to some future action e.g. a promise.

Cooperative Principle: A basic assumption in conversation that each participant will attempt to contribute appropriately, at the required time, to the current exchange of talk.

Maxim: One of the four sub-principles of the cooperative principle.

Conversational Style: Particular way of participating in conversation.

Conversational Implicature: An additional unstated meaning associated that has to do be assumed in order to maintain the cooperative principle, e.g. if someone says "the President is literally false" the hearer must assume the speaker means to convey more than is being said.

Conventional Implicature: An additional unstated meaning associated with the use of a specific word, "A but B" implies a contrast between A and B.

Preparatory Conditions: Specific requirements prior to an utterance in order for it to count as a particular speech act.

Felicity Conditions: The appropriate conditions for speech act to be recognized as intended or successful.

Presupposition: Something the speaker assumes to be the case.

1.9. Overview of the Chapters

An investigation into the language of a legal discourse: with a focus on contract correspondence is the study object of this thesis. The theoretical part of this thesis is divided into six main chapters, each of which deals with different issues relating to the domain in law language. The aim of the chapters is to provide some basic elements. Chapter one highlights the meaning theories and importance of human language, the historical development of linguistics, relationship among language, communication linguistics and communication: globalization, aims, motivation for the study, scope of the study research methodology, and the significance of the study etc... Chapter two explicates the review of literature and previous scholarships, style, stylistic background, its relationship to other disciplines, levels of stylistic analysis, discourse elements, and semantics. Chapter three discusses the domain of legal discourse, origin, etymology, and historical background of legal English, it provides some

important elements concerning the domain of law in terms of stylistic and linguistic description of legal features and register.

Chapter four, this is the theoretical framework of the thesis; it focuses on the theory of pragmatics, the speech act theoretical framework and the cooperative principle. It extols their manifold virtue and significance of the study. Chapter five explains the concept, meaning of contract, correspondence/lexical expressions. This chapter discusses the character of the practical part stems from the theoretical base speech acts theory application to contract correspondence, data presentation, discussions, and analysis of contract, and the illocutionary forms and forces of speech acts.

Chapter six deals with the findings, recommendations, overview and conclusion. There is one major objective- the one aims at speech acts analysis of the samples contract correspondence – a sub-genre of legal English discourse. More detailed descriptions of objective and analysis are available in the respective chapters.

CHAPTER TWO

LITERATURE REVIEW AND STYLISTIC ORIENTATION

Introduction

This chapter takes a cursory look at the critical review of literatures on legal discourse and contract correspondence (a sub variety or genre of law). It also deals with register and stylistics. It further explains the stylistic analysis of text, context and discourse. It equally treats the differences between stylistics and related disciplines. The chapter concludes with semantics as an inevitable concept for effective linguistic communication.

2.1 Literature Review

The academic research on the intersection of language and law is a relatively recent phenomenon, with much of the works dating from the 1980's. For one to fully appreciate and aptly comprehend the focus of this research work, there is the need to subtly review and comment on some academic works already done on this subject. It will also be pertinent to study what has already been done by other researchers and scholars in areas of linguistics related to the study and go down some memory lane to give a clearer picture of the research work.

Obviously, for a language specialist, the language of law remains remarkably variable, largely because it has been incompletely recorded and mapped.

There is no denying the fact that not much has been done on the language of contract correspondence of the legal discourse. In fact, available literatures have focused on, or drawn their findings and assumptions basically from the legal and characteristics viewpoints but not from any serious linguistic analysis. The point I am making is that other researchers' major interest resides in the disciplines of Psychology, Philosophy, Sociology or Anthropology, and

language as it operates within the legal system functions as a means of investigating psychological processes, societal interactions, or cultural traits.

In order not to underestimate the importance of this crucial aspect of legal discourse, I have, therefore, decided to carry out an extensive and proactive research on this vital sphere so that at the end of the day researchers should be able to ascertain and invariably affirm the obvious peculiarity in language of legal discourse with a focus on contract "lexical" expressions applying speech acts theoretical framework. What legal English or language is has always been open to dispute. This means that legal language means different things to different people. In other words, one's idea of legal English may be at variance with others. Investigation into legal language is quite extensive, emanating not only from the field of linguistics but also, from other social sciences. This thesis centres on language, and the law provides relevant data for linguistic analysis and the testing of theories about language. Because my own academic training has been in linguistics, my approach to law and language tends to be of personal research interest.

Let us now discuss and highlight some divergent views concerning the legal English discourse. All this reflects the unique nature of legal language as the noted language authority, David Crystal (1989:10) puts it:

> Legal language shares with science a concern for coherence and precision and it shares with religion a respect for ritual and historical tradition. Legal language has always been pulled in different directions. Its statement has to be so phrased that we can see the general applicability, yet be specific enough to apply to individual circumstances. They have to be stable enough to stand the test of time, so that cases will be treated consistently and fairly, yet flexible enough to adapt to new social situation. Above all, they have to be expressed in such a way that people can be certain about the intention of the law respecting their rights and duties. No other variety of language has to carry such a responsibility.

When referring to legal English, he (Crystal, ibid) states:

> Legal English has several sub varieties, reflecting its different roles. For example, there is the language of legal documents, such as contracts deeds, insurance policies, will and many kinds of regulation. There is the language of works of legal reference with the complex apparatus of footnotes and indexing. There is the language of case law, made out of the spoken or written decision which judge make about individual cases. There is the spoken language of the courtroom, with ritual courtesies of judges, counsel and court official and constraints governing what counts as evidence and what may or may not be said. Legal language is unique in the way utterances are subject to sanction, such as a fine or imprisonment for linguistic contempt of court. A fundamental distinction separates the language of the legislature which institutes a legal text and the language of the judiciary which interprets and applies that text. A pivotal role is played by set of constitutional statement statutes (Acts) and other documents which come from the Legislature. In these cases, the words, literally are law.

Reinforcing the uniqueness of Legal language discourse Adetugbo (1997:60) has this to say:

> Legal English has traditionally been the preserve of lawyers from English – speaking countries
> (especially. The US, Nigeria, the UK, Canada, Australia, New Zealand, Kenya South Africa Ghana) etc.. which have share common law traditions. However, due to a spread of English as the predominant language of international business as well as its roles as a legal English is now a global phenomenon . It is also referred to casually as law speak or Legalese.

Mellinkoff (1963:285) argues that "the language of law should not be different from the ordinary language without reason. For such differences; the following rationales are usually given, legal language is more precise, shorter, more intelligible and more durable."

Obviously, legal language is not a language of everyday use by a population (unless, with a degree of understatement we want to call lawyers of a kind). It is a specialised language of legal norms and related discourse. Its distinctiveness may be seen in number of characteristics that differentiate it from the language of ordinary use. But, there is no universal language of law that would be comprehensible to all language.

Wikipedia, October 2011, the free encyclopaedia argues: Legal English is the style of English used by lawyers and other legal professionals in the course of their work. It has

particular relevance when applied to legal writing and the drafting of written material, including:

- Legal documents: contracts, licences, etc..
- Court pleadings, summonses, briefs, judgments etc..
- Laws: Acts of parliament and subordinate Legislature, case report.
- Legal correspondence.

According to Tiersma (1999.40): "Legal language has been called an argot, a dialect, a register, a style, and even a separate language." In fact, it is best described with a relatively new term sublanguage. A sublanguage has its own specialized grammar, a limited subject matter, contains lexical, syntactic, and semantic restrictions, and allows "deviant" rules of grammar that are not acceptable in the standard language. Schane (2013:10), a professional linguist who was later fascinated in legal language aptly researched into the legal implications of language and law interface beyond the courtroom domain. As a consequence of his exploration, he asserts that:

> The mention of legal language tends to conjure up in the mind of the lay person. 'Legalese' that often incomprehensible verbiage found in legal documents as well as arcane Jargon used among attorneys. To elucidate how this "special dialect' came about and how it differs from ordinary English, researchers have turned to the language of the law as a linguistics phenomenon in its own right, training its evolution and noting the peculiarities of its vocabulary and sentence structure.

Bentham (2005: 22) in his conspiracy of gobbledygook theory argues that lawyers actually created legal English, or cling to old habits, to keep the public in the dark and protect their monopoly on legal services is surely exaggerated. Still lawyers seem to trot out their most ancient, redundant, and convoluted phrases whose writing documents directly for client, particularly wills and contracts. The average will (for an estate without potential tax liability is not conceptually all that complex, and most of the language is pure boilerplate. Yet lawyers

are able to charge hundreds of dollars for drafting one. All too often, complexity of language masks simplicity of content.

Sir Williams Black Stone (1723-1780) stresses that what is generally dominated legal language is in reality a mere technical language, calculated for internal duration and easy to be apprehended both in present and future times; and on those accounts best suited to preserve those memorials which are intended for perpetual rules of action.

Lord Denning (1899 – 1999), argues convincingly that language of law is jungle e.g. supreme courtesy; Parliaments, legalese, gobledlygook, bafflegab; and fed speak etc.

Cao (2007:22) gives two general characteristic of legal language impersonal construction and extensive use of declarative sentences pronouncing rights and obligation. In addition to treating the historical developments, he thoroughly explains why legal language is so often difficult for non-lawyers to comprehend.

He asserts that

> It is full of wordiness, redundancy, and specialized vocabulary and it often contains lengthy, complex, and unusual sentence structure. However, we describe it legal language as a complex collection of linguistic habits that have developed many centuries and that lawyers have learned to use language quite strategically. Law is discipline which is word based what one sees displayed in ordinary everyday language usage take different forms in legal domains such as government legislature court room activities as well as the documentation engendering our daily lives which include contracts, correspondence, convergence, regulations, by laws etc.. Obviously, legal language has a great deal in common with religion and science. It shares a concern for cohesion and precision, and it shares with religion a respect for ritual and historical tradition.

Jiang Zhu (2011:15) opines that:

> The contracts, being an applied style, fall **w**ithin the ambit of legal documents. Apart from the contract, legal documents usually include statutes, decrees, legal provisions, insurance policies, etc. yet all the legal documents have the same functions, imposing obligations and conferring rights. Legal English is this way concerns with the guarantee of people's right and enforcement of their obligations.

Another scholar Qian Wu (2013:11) stresses that:

> It also depends on a great deal on a fairly small set of grammatical and lexical features. So linguistic investigations have greatly contributed to the understanding of language works in the life of the individuals and how it keeps society going on from one generation to the next. Language is the channel to cultural transmission, social integration, socialization and the like. Of these arguments precision seems to be the leading feature of the language of law that should give reasons to all the other features which are sometimes said to be its vices.
> English for business contract is playing a leading role in all the business activities English for business contacts, a sub-variety of legal English, takes up a large proportion of the languages used in contracts. Many English contracts work as a legal document and weapon for enhancing the development and being on guard for payment risk.

According to Dickson (2012:10) it follows that Latin-based terminology is essential to legal English

> To use a computing analogy, we might say that where legal English is concerned, English is the "hardware" which determines the grammatical construction of the sentences, but the Latin based terminology is the "software" which provides the legal meaning.

As Gubby clearly writes (2007:170)

> Contracts are specific types of agreement between two or more parties that is binding in law. Contracts are only such agreements that are legally enforceable. The core of every contact is a consensus on its contract and on establishing a legally bringing relationship contracts create the "law between the parties, lex contracts' and generally no-one can be entitled or bound by the terms of a contract if he/she is not a party to it.

Jarmila (2009:17) describes

> Legal language once and almost magical language of words of stipulation and oaths that should have impressed the subjects and submit them in awe to its absolute obedience now, it may be said that the awe has disappeared, but the magic of the language of the law somehow persists, mainly due to its so called vices-uninstalling ability or wordiness. Everyday situation and relationships are governed by law whether people like it or not.

From the point of views of the above scholars, I can infer that law is a system that is bound to a particular state or organization. Language of law, its words, syntactic structure and

concepts are closely related to the legal system in question. The relationship between the language and the law is mutual: the legal system influences the nature of the legal language and the legal language –the language of the legal discourse- influences the system.

The speech of the lawyers is conditioned not by the law alone, but also by the prevailing language of their environment (Mellinkoff 1963.4). Language of law is a system- and culture- bound language for special purposes. This does not mean that the language of law is completely detached from the ordinary language. Most of its words are taken from the ordinary language. On the other hand, legal language influences everyday speech and many of its originally technical terms are now accepted as common. Mellinkoff (1963:9) gives the examples of plaintiff or defendant in English.

2.2 Stylistic background

2.3 The need for stylistics

Stylistics happens to be an area where linguistics and literary criticism overlap. Its novelty therefore consists partly in viewing literary styles through the eyes of modern linguists. In other words, stylistics is a close analysis of the language of literature. It provides a symbiosis of linguistics and literature. In stylistics, the modern descriptive linguist seeks the assistance of the historian (philologist) of the language. That is neither the linguist who dismisses the sensitive intuitive response of a literary scholar as being inaccessible to objective verification. Or who disregards the work of the traditional philologists as lacking in rigour nor the literary scholar who rejects as inelegant, and irrelevant to any aspects of the scholar literature. The linguists painstaking attempts to arrive at a measure of objectivity and explicitness in his description of the complex structure of language is likely to contribute to the development of stylistics studies.

No language should be regarded as a readily identifiable object, reality which we can isolate and examine (Crystal and Davy, 1997:3). The term stylistics is employed in variety of senses by different linguists. In its widest interpretation, it is understood to deal with every kind of synchronic variation in language other than what can be ascribed to differences of regional dialects. At its narrowest interpretation, it refers to linguistic analysis of literary texts: one of the aims of stylistics in this sense is to identify those features of a text that give to its individual stamp and mark it as the work of a particular author. Another is to identify the linguistic features of the text that produce a certain aesthetic response in the reader. The aims of stylistics are the traditional aims of literary criticism. What distinguishes stylistics as a branch of linguistics (for those who regard it as such) is the fact that it draws upon the methodological and theoretical principles of modern linguistics.

Furthermore, stylistics is an area of mediation between, two disciplines: linguistics where the linguist directs his attention primarily to how a piece of literature exemplifies the language system and literary criticism where the critic searches for the underlying significance, for the artistic vision a work of literature embodies. Thus conceived, stylistic could be seen as a hinge between linguistics and literature study or literary criticism. This argument is put by Widdowson cited in Brumfit, C.J & Carterm R.A (1991:10) : "By stylistics I mean the study of literary discourse from a linguistics orientation and I shall take the view that what distinguishes stylistics from literary criticism, on the one hand, and one the other, is that it is a means of linking the two".

Apart from these arguments, the actual experience of evolving a critical response to a literary text is not particularly congruent with the claim that either description or interpretation is more basic. In one instance, description may provoke interpretation; in another, interpretation may guide description. Indeed, in most instances, critical work is

perhaps best understood, as a constant shuttling back and forth between description and interpretation.

Consequently, stylistics enables us to identify and name the distinguishing features of literary texts and to specify the generic and standard subdivisions of literature (Bradford: 1979:6). Stylistics is thus concerned with the explication of the linguistic features of a text and how the writers use them to convey his message. Literary Stylistics is an aspect as Leech (1969) defines it "is simply the study of literary style or study of the use of language. Thus, it deals with a systematic analysis of the linguistic strategies of a given literature.

There is also linguistic Stylistics – a linguistically oriented Stylistic approach which studies in as much detail as possible, the varieties of languages, showing the formal linguistic features which characterize them. It is however, necessary for a stylistician to adopt a theory or approach that is best suitable as framework for his analysis. There is no hard and fast rule for a Stylistics analysis. From the foregoing, we see the need for a comprehensive definition of stylistics popularly given according to (Allan 1988:20) as:

> A branch of linguistic studies the characteristics of situationally distinctive Uses of language with particularly reference to literary language, and tries to establish principles capable of accounting for particular choices made by individuals and social groups in their use of language.

2.4 What is style?

Style is a highly complex phenomenon, which can be viewed from many different points of view. For instance, a student with a sound linguistics training may be able to describe in considerable detail the linguistics difference with English-speaking societies. He has only a very limited empirical knowledge of the responses which are placed upon the ranges of language deemed appropriate to different circumstances and different functions.

Thus, he is like a man able to describe in minute detail the shape and composition of the carpenter's various tools, yet ignorant of the functions for which the craftsman uses them. These two aspects of stylistics, that is, 'competence' and 'performance' can be severe handicapped, not only in developing skill in and responsiveness to the language, but in the study of literature too. Hence, the study of style is wider than the study of literature.

To the linguist, the investigation of style is essentially a scientific description of certain concepts and sets of linguistic structures that occur in a given text and of their distribution. On the contrary, the literary scholar must be more preoccupied with matters outside the texts. Thus, he will study the reader's responses and his linking of given textual stimuli's in the text. What STYLE is has always been open to dispute. The word style may be known to many human beings and they may be able to describe fairly easily what it means. Nevertheless, the multiplicity and complexity goes far beyond the word itself. The following are examples of some renowned linguists and their definitions and concepts.

To Adetugbo (2005) styles can be seen here in two senses. Firstly, it means a particular kind of selection of words, phrases, clauses, sentences structures and discourse structures which distinguish one person from another as a writer or a speaker. So, whatever the situation, each person has his own style, his unique way of putting words together in speech and writing.

Secondly, it means the general manner of doing anything within a particular culture, , society or circle. In other words, for each person, group, and period in history and so on, there is typical way of doing such things. There is therefore, for example, a style for delivering a speech in the Senate and another one for delivering a lecture in the University in the country. These two aspects of style must always be borne in mind and reflected in any writing we undertake.

According to Enikvist et al (1964), the style of a text is the aggregate of the contextual probabilities of its linguistic items. Style is the aggregate of frequencies of linguistics items in two different senses, first, style is the result of more than one linguistic item. For instance, a given word in a text only acquires stylistics significance by juxtaposition with other words. Therefore uncontextualized statistics in single items are of no stylistic significance. Texts longer than one sentence are involved at least in the norm. Secondly, the study of style must not be restricted to phonological or morphological or lexical or syntactic observations; it must be built up to observations made at various levels. Otherwise style merely turns into a sub-department of one of the established steps of linguistic analysis.

Style is concerned with frequencies of linguistic items in a given text, and thus with contextual probabilities. To measure the style of a passage, the frequencies of its linguistic items of difference levels must be compared with the corresponding features in another text or corpus which is regarded as a norm and which has a definite contextual relationship with this passage. Crystal and Davy (Ibid: 9, 10) distinguish at least four commonly occurring senses of the term

- Style may refer to some or all of the language habits of one person – as when we talk of Shakespeare style (or styles) or the style of James Joyce or when we discuss question of dispute authorship… more often, it refers in this way to a selection of language habits, the occasional linguistic idiosyncrasies which characterize an individual's uniqueness…
- In a similar way, style may refer to some or all of the habits shared by a group of people at one time, or over a period of time, as when we talk about the style of Augustan poets, the style of Old English heroic" poetry, the style in which civil service forms are written of styles of public speaking.

- Style is given a more restricted meaning when it is used in an evaluative sense, referring to the effectiveness of a mode of expression. This is implied by such popular definitions of style as "saying the right thing in the most effective way" or as "good manner".
- Partly overlapping with the three senses just outlined is the wide spread use of the word 'style' to refer solely to literarily language. Style has long been associated primarily or exclusively with literature as a characteristic of "good" or beautiful writing.

After giving such an account of what the term style may mean, Crystal and Davy (ibid:10) sum up that of the above four senses, the first and second come nearest to what we ourselves mean by "style". Leech and Short (1981:10, 11) present their own concept as well: It refers to the way in which language is used in a given context, by a person for a giving purpose and so on. To clarify this we may adopt the Swiss linguist Saussure's distinction between 'langue' and 'parole'. 'Langue' is the code or system of rules common to the speakers or writers of a language (such as English) and 'parole' being the particular uses of the system, or selection from this system, that speakers or writers make on this or that occasion. One may say, for example, that certain English expression belong to the official style of weather forecasting (bright intervals, scattered, showers, etc..) while other expressions (lovely day, a bit chilly, etc..) belong to the style of everyday conversational remarks about the weather. Style then, pertains to parole: it is a selection from a total linguistic repertoire that constitutes a style.

Another interesting theory appears in Leech, Deuchar and Hoogenraad (1982:9). It may seem the closest to what the term of style denotes:

> ….language also varies according to the use to which it is put. While the term dialect is convenience to refer to language variation according to the user, REGISTER can be used to refer to variation according to use (sometimes also known as style) Register can be subdivided into three categories of language use, each of which affects the language variety. These are TENOR, MODE and DOMAIN. As it is apparent from the above stated explanations, many linguists and other scholars have given their concepts and theories, but there is hardly any simple or unique definition of the term style. Taking into account all the aspects of language variations, it cannot be else.

2.5 Stylistic Analysis

Text and Discourse

The object of stylistic analysis is undoubtedly a particular piece of language and that is a text. Halliday (1989:47) expresses his view on the term:

> It is a cohesive and coherent stretch of language in use which has a certain function in the context of situation. Thus, a text is a semantic unit taking part in a social exchange of meaning and may be regarded as a product in the sense that it is an entity that has a certain organization and can be recorded and as a process, i.e. it is a continuous process of semantic choice dependent on previous choices and conditioning the subsequent ones.

Furthermore, Halliday explains that context can be defined as the total environment - both linguistic (also referred to as co-text) and extra –linguistic (social and physical) in which a particular text unfolds and creates discourse. The extra linguistic context is also referred to as the context of situation and it is described in terms of three concepts.

2.6 Domain Tenor and Mode of Discourse

Domain (field) tenor and mode of discourse (in Crystal and Davy these are called province status and modality) in other words, text is very often understood as text without/out of context- it is a product and it is stative, whereas discourse is viewed as languages in use/in interaction or as text in context- thus it is a process and it is dynamic.

Situation - the extra linguistic Context

As it has already been said in the previous chapters, languages do not exist in a vacuum. They function in connection with a situation in which, for example convention takes place. The same applies for a text (a particular piece of language).

Situation has a conditioning influence on the text and its linguistic/stylistic features that makes the text different from other texts. According to Crystal and Davy (1999:64): the notion of situation can be broken down into dimensions of situational constraints" (or situational variables) and they have their own specific features. The following is the classification of the situational constraints outlined by Crystal and Davy (ibid: 66).

- Dimensions of situational constraint according to the USER Individuality - "relatively permanent features of the speech or writing habits which identify someone as a specific person, distinguish him from other users of the same language, or the same variety of the language" (ibid.); usually they do not change over quite long period of time; the specific features constitute e.g. the quality of a person's voice and handwriting "pet" words and phrases with a very high frequency of occurrence, etc..
- Dialect – it indicates a person place of geographical origin (regional dialect) these features are relatively constant. As Crystal and Davy suggest they change only "In humorous situation, or in cases of intense social pressure which cause someone to conform to dialect patterns of other than his own" (ibid: 67). These features are represented e.g. in the choice of vocabulary in the use of vowels
- Time – it means "the temporal provenance of a piece of language" (ibid) in other words – the period in which the text is produced or the age of the producer. It is important not only from the point of historical study of (the English) language, but also in the sense of the development of a person speaking habits. The features are fairly stable.

- Sociolect - it constitutes a person's "location on a non-linguistically based social scale" (ibid.), in other words his/her social background or social class that he/she was born, brought up or educated in. In this sense, we talk about a social or class dialect. Again relatively, it does not alter.
- Singularity - represents personal, occasional features that cannot (in contrast with the previous dimensions) be related to any systematic framework amongst the community to which the user belongs. These idiosyncratic linguistic features are such as e.g. introducing linguistics originality into poem, which has a specific effect. They are regarded deviations from a person's normal linguist behaviour of any kind in any situation (Crystal and Davy 1997:76).

2.7 Provision dimension of situational constraint according to the use:

Features that "identify an utterance with those variable in an extra-linguistic context which are defined with reference to the kind of occupational or professional activity being engaged in" (ibid:71) these features do not provide us with any information about the people involved in the particular situation, because they relate only to the field of the use. Some examples of province are the language of law, advertising science, sports etc.

- Status – it implies the "system variations which correspond with variations in the relative social standing of the participants in any act of communication, regardless of their exact locality (ibid:73) Crystal and Davy further explain that status is far more complex because "it involves a whole range of factors related to contact between people from different positions on a social scale – factors intuitively associated with such notions as formality, informality, respect, politeness, deference, intimacy, kinship relation~, business relations, and hierarchical relations in general" (ibid:74).

- Modality - it comprises such specific features which are chosen deliberately to "produce an overall; conventionalized spoken or written format" of the language (ibid.). Again, there are also more complex ties and more variations within this dimension as the participants of the discourse may, e.g. in the province of conversation, choose to exchange the same information via the telephone or they may write an email or a business letter. Many linguists (Crystal, Davy, Martin, Leech) use the term of genre, i.e., the genre of public speech, the genre of a poem, letter, anecdote, telephone call, etc..
- Discourse - under this notion Crystal and Davy (ibid: 68) subsume two types of variability of language - the first one being that of medium (the difference between speech and writing), and the other one resulting from the participation in the language event, i.e. the difference between monologue and dialogue. Consequently, speech needs to be handled initially at the phonological/phonetic level, whereas writing is treated initially from the graphetic/grapho-logical angle.

Furthermore, other differences have to be taken into account - speech passes by, writing is relatively permanent; speech usually needs personal contact, whereas writing (usually) does not; no spoken varieties can be transcribed in traditional orthography to reflect all contrasts present in speech, on the other hand, there are many written pieces of text that cannot be spoken or read without having the original graphetic coherence destroyed. For example, a piece of a legal text is punctuationless, but when it is meant to be read aloud, it needs to be broken into units (though the units do not exist in the written form).

2.8. Differences between stylistics and related disciplines

The student of general linguistics is concerned with linguistic description with the analysis of various levels of language; the phonetic level, the grammatical, the lexical and the semantic level. The linguist pretends to be scientifically accurate, obsessed with an extensive, cumbersome and recondite terminology, ready to display analytic techniques, scorns all that is subjective, impressionistic and mentalistic. The domain of the stylistic is narrow; he uses the principles of general linguistics to single out the distinctive features of a variety of the idiosyncrasies of another. He uses the principles of general linguistics to identify the features of language, which are restricted to particular social contexts, and to account for the reasons why such features are used and when and where they are used.

The quantification of stylistic features to determine frequencies of occurrence is an important aspect of the stylistician's method. For his part the literary stylistician applies the methods of stylistics to the language of literature. The Sociolinguist's domain is that of the relationship between language and society - the question of national languages, standard language, dialects, orthographic, language contact, bilingualism, language and social class and so on. But the distinction between the stylistician and the sociolinguist is not clear-cut, as the sociolinguist is very frequently called upon to use the methods of the stylistician - who is in turn called upon to make use of the techniques and principles of general linguistics. Thus general linguistics becomes the basis of other branches of linguistics which overlap with one another.

In brief, stylistics analysis proper employs a technical approach to the study of literature. It seeks to bring the methods and insights of linguistics into literary criticism. It aims at being more precise and more systematic than conventional criticism. It places much greater emphasis on the language component of literature has done conventional criticism. In

other words the stylistician uses the analytic tools of the linguist; he must be some degree concern himself with minute details of grammar, lexis, phonology, prosody, meaning, as well as with the wider issue of deviation from the norm, the relationship between language and character, the relationship between the author and the audience. He is however obliged to put aside questions of value altogether (content value and authentic quality in art); whereas the literary critic undertakes to combine analysis with evaluation.

2.9 Linguistic format employed by the stylistician/levels of stylistic analysis

The linguistic format is the sum of total of minute linguistic choices in use. Under linguistic features proper, we isolate several levels of description as follows:

2.9.1 The Grammatical / Syntactic Description

This is a linguistic level where we consider syntax, sentence types and the relationship between meaning and form. A poem for instance, has a form, which is invariant and repeatable like rhyme, metre, alliteration, collocations, and repetitions of grammatical structure. Clause, phrases, words nouns verbs etc. need to be distinguished and put through some analysis.

2.9.2 Phonetic level

This is a branch of language which studies how speech are produced, transmitted and received. Phonetics studies all speech sounds. We have four branches of phonetics, viz: articulatory phonetics, auditory phonetics, acoustic phonetics and forensic phonetics. Phonetics provides the raw materials that phonology uses.

2.9.3 The Phonological (Phonemics)

This includes rhyme, alliteration, assonance etc. As a theoretical prerequisite to stylistics study we assume that there are both constant and variables features within the language as a whole. The constants are the rules of the language possible. One constant, for English, is the complex set of rules determining the orders and positions in which phonemes can occur.

2.9.4 The lexicon (Vocabulary)

This is where we consider the writer's choice of words, the collocations of words: metaphors, similes their effects and their meanings. Lexis is perhaps the level of linguistic form at which variables can be treated with the greatest freedom and are of most significance for stylistics study. This level differs from grammar and phonology in comprising an inventory of items, which is indefinitely extensible. Perhaps more important for stylistics is the fact that, while grammar and phonology consist of finite sets of items, which are the possessions of all users of a language, the vocabulary of the whole language is more extensive than that of anyone speaker or register. A register may often be characterized by references to its vocabulary alone - for example, the specialized jargons of the so-called occupational dialects. In some positions in an utterance there is a virtually infinite range of possibilities of lexical occurrence. In the sentence ‘The book was on the table’, the rules of grammar dictate that the grammatical unit noun must occur between ‘the’ and ‘was’; but the choice of lexical exponent of the noun is book, pen, notepaper, table, cloth, etc. This lexical freedom makes A.A. Hill (1968) to describe stylistics as the sum total of choices, which the language offers to the individual speakers, at each point within the sentence.

If grammar above the sentence is a free-choice area it will thus, like lexis, be of great interest in stylistics' areas of exploits. Texts are orders of types of sentences, repetitive devices, nature of verse paragraphs, and the internal linguistic structure of novels. For example of greater-than-sentence, stylistics, we take *Bacon's Essay of Studies* (1625 Version) as presented by Fowler (1986), several devices words for the unification of this text. The noun studies occur six (6) times; the verb *study* three (3) times. One of the provisions the language does make for connecting sentences is the availability of pronoun to link with the antecedents in preceding sentences or clauses. Bacon is seen to exploit this very fully the pronoun *they/them, their* referring to studies is used eleven (11) times. Another unifying device is consistency of tense.

Bacon uses the present throughout this essay. By far the most impressive of the unifying features is Bacon use of tripartite scheme in his grammatical construction… three-unit structure are not fundamental to English.

Bacon builds his paragraph around three part structures. The structures are not required by grammar. In fact, it is difficult to describe in the linguistic term what he has done, or there are so linguistic terms available for units and patterns larger than the sentence. Repetition is involved, but it is not repetition of any one unit, but of a pattern present in a number of different units.

It must be emphasized that the primary unit for stylistics description is a whole text seen as a unit not as a string of sentence. According to Hockett (2010:26), a poem is a long idiom; an utterance with a total meaning which is poem cannot be merely the sum of the meaning of its separate components. So an account of a poem cannot be merely an inventory of its parts, however minutely analysed but must involve also a statement of the network not appear to be susceptible of conventional linguistic description.

Again, the linguistic engaged in stylistic must be prepared to describe points of contact between the levels of form; to connect lexical with grammatical, with phonological details. The comparison of the stylistics features of two or more texts is a distinct and logically secondary activity. We may be interested in a text only for the sake of that text itself. The result of this kind of analysis may be compared with those of an analysis (which must be carried out on similar principles) of another text.

He clearly comments that there is an accumulation of (1) an unusual versus world order, (2) the repetition of the verbs (3) the rhythm created by this ternary with the meaning the rise and fall of the waves is depicted by the rhythm); (4) the intensive co-ordination (and…..and) reinforcing the rhythm; (5) a noun word (unrestingly) which by its very nature will create a surprise in any context (6) the metaphor emphasized by the unusual relation of the concrete (tides) to the abstract (conscience) instead of the reverse. Such a heaping up of stylistic features working together I should like to call convergence.

Convergence of stylistics features could of course be said to present in any utterance. At any point in a text there is stratification of form pattern at several levels working simultaneously. The style of text is the totality of these patterns especially pattern which are variables not constants. We can compare styles as the sums several stylistics features, taking in turn as features for comparison.

2.9.5. The Text Level

In linguistics, the sentence is the upper limit of analysis. But we must go beyond the sentence and the fact that stylistics must deal with larger units has been taken as a major difference between linguistics and stylistics. That is, whereas the maximum unit in linguistics is the sentence, a larger unit, the text, serves as the basis of stylistics analysis. In other words, stylistics is a branch of linguistics, but one concerned with the treatment of variables in entire

texts, linguistics relations between sentences in a continuous text may be studied regardless of the presumed non-existence; of linguistic units larger than the sentence that is grammar above. The sentence is a free choice area it will thus like lexis, be a great interest in stylistics.

2.9.6. The level of tenor of discourse:

This has to do with the mood or atmosphere of the speaker or writer. This is also related to purpose of whether the writer wants to entertain or give factual information. This also has its own limitation as a criterion in determining the stylistic characteristics of a piece of discourse. If the mood of the speaker or writer in determining the speech would be inadequate.

This would be very inadequate for stylistic purpose. Tenor also comprises tones and the degree of formality and informality between the participant in the drama of the novel and between the author and the audience.

2.9.7 The graphological (Graphemic)

We consider how the print, the colour and shape of the printed marks, punctuations and paragraphing contribute to the aesthetic appeal and readability of a work of art. The formalized rules of spelling are graphemic.

These visual features can be exploited by the writer to evoke certain kinds of feeling in the reader.

2.9.8 Medium

This is the method used to communicate language. A distinction is drawn between written language and spoken language. One is transmitted via printed marks and the other through the air as sound. A spoken utterance received thought the ear and a written one

through the eye. A novel is read. It is not heard. Poems have the characteristic that while they are most usually released in written of utterance.

Speech and written differ formally along the *register scale*. Spoken utterances differ formally from the written because they are typically used in different communication situations like for calling a dog, comforting a child, ordering a meal, but rarely for annotating a text, giving a recipe, and making a will.

Each medium has its own character and may require a method of analysis which is peculiar to its nature. A medium can be authentic or stimulated. For example, conversation in novels are meant to represent spoken, and so when we examine a dialogue in a novel as a piece of language, we are dealing with a simulated medium.

2.9.9 Mode

Mode works of art can be classified according to mode and model characteristics. Mode as defines here refers to what is normally called 'form' we restrict here the meaning of 'mode' to what is called the 'genre' of the work under discussion. The primary distinction is that between the genres of literature that is prose, fiction, poetry and grammar. Within these genres, a secondary distinction can be made between the various modes.

2.9.10. Prose fiction

Fiction and non-fiction; poems -epic, lyrics ballads, sonnets; drama, tragedies, comedies, histories each of these modes will to some extent determine the linguistic content at a work of art.

2.9.11. Language/dialect

This determinant represents the writer's broadest linguistic choice. Here, he is concerned with the question of which language and which dialect to use for most mother tongue speakers. The question does not arise at its most general level. The question of which dialect to we may say be important to them. For the African writer, however, the question often arises at its most general levels. Is he to write in English or in his mother tongue...or English, in which variety of dialect? Thus he has many varieties local African Standard Pidgin English, transliterated form of English (using English words but in a manner consonant with the idioms and structure of his mother tongue).

2.9.12. Context

The cultural context, the geographical setting the historical period during which a work of art is written will in part determine the linguistic choice open to the writer. However a good writer may be in his use of linguistic devices and modes of expression that are peculiar to his own, he cannot avoid the imprint of history and culture. For instance Shakespeare's English belongs to the Elizabethan period; Chaucer's English belongs to the Middle English. Thus one condition for understanding literature IS that of placing it in its cultural, geographical, historical and ideological context. A language is not only words and grammatical structures; the use of a language carries with it prejudices, habits and mannerisms of its native speakers.

2.9.13 Field of Discourse

In stylistics analysis the linguistic elements under "field of discourses" are those features which are seen to characterize a particular area of language activity, such as a profession or a specific occupational activity, Thus law, advertising and religious worship are regarded as constituting different fields of discourse, each with its own distinguishing linguistic features. In discussing this determinant in literature, we should take into account the subject of the work of fiction under discussion, as the subject is likely to influence, in some measure at least, the writer's lexical items. It is important to remember that different parts of the book, the individual episode, may be about different fields of discourse which cut across each other. Thus field of discourse in a work of fiction can be seen to operate at two levels, the general and the specific or local. A further complication in the definition of this determinant is that a creative writer is not limited by considerations of language registers. He may talk of one thing in terms of another and thus make use of completely different field of discourse from that which his subject matter naturally falls under. *Animal Farm* is about human being, but Orwell discusses the predicament of man in terms of an animal allegory so that the novel is characterized by lexical referring to animals.

In *Animal Farm,* a novel about a socialist revolution, we find many words referring to social ideas. Thus, in Achebe's *A Man of the People,* a book about politics, we must use a considerable number of political catchwords, slogans and economic terms.

2.9.14. Participants/participating agents

At this level we identify the particular agent whom the author, has used as his agent in the language act. There are two main types of participants: the narrator and the interlocutors or characters. The narrator tells the story and described events, characters and objects. The interlocutors are involved in conversation and described events, characters and object. The

interlocutors are involved in conversation, discussion or internal monologue. The two types of agents we have described can be said to give rise to three modes of language in the novel; narrative description, dialogue and internal monologue. As the participants are not all of equal status, we take into consideration the status, the background and the role of each participant in the drawn of the novel.

An interlocutor may be a young person or an elder in an African society, he may be educated or uneducated he may be a mother tongue speaker of the language or a second language that a participant uses. In real life no two individual speak a language in exactly the same way. The speech characteristics of a particular individual or interlocutor are called his ideological. In the same way a character in a novel may have idiosyncrasies which constituted his dialect.

2.9.15. Audience

The relationship between the writer and his audience is called the tenor of discourse. This is concerned with' the degree of formality in the situation which the language mirrors, which can be said to depend upon the relationship between the speaker (or writer) and hearer (or reader). This includes the attitude of the author to his audience or the subjects generally. In spoken language a speaker may be polite, impolite or reserved in relation to his audience. His attitude to his audience and subject will be reflected in his tone of voice as well as his choice of words. Thus he may choose a tone of voice and words which show respect to his audience and his subject and vice versa.

Sometimes he can offend the audience not by a deliberate choice of word and tone but simply by failing to define his intended relationship with his audience. One day a young African man who had just finished his studies in America was invited to give a talk at a

seminar in an African country. He spoke with an American accent using many Americanisms. As a result of this some members of the audience staged a walk out. They were annoyed by the speaker's tenor of discourse. In other words, we may call tenor of discourse the tone of the telling.

2.9.16. Personal Factors

Here we consider the writer's competence in using the chosen language, his personal interests, his experience, natural inclinations, as well as his views and state of mind. These things have some Influence on what he is going to write about and on the attitude and tone of voice he is going to adopt, and ultimately in the linguistic content of his artistic creation. T.S Elliot's themes and technique, for example, are closely connected with his own beliefs and intellectual concerns. The same applies to Yeasts. The references to genres, to Egyptian civilization and to Bysantium all reflect his philosophy and interests. To have a full understanding of a writer, therefore, often requires knowledge of these personal factors.

2.9.17. Semantics: A panacea for effective linguistic communication.

Semantics is an area of linguistics which studies the meaning of words and sentences in language. Although the term ‘Semantics’ came into popular use about the first half of 20th century, it does not suggest that the study of meaning is as recent as that.

Semantics can be defined as the study of meaning. It is central to communication. As we would all agree, perhaps, the primary function of any language is communication. Although other functions include phatic communication and sensualisation, semantics therefore, is central to any human language. Semantics studies the meanings that can be expressed.

In addition, since only human being can be regarded as possessing language and since language is the part of human society, Semantics therefore is central or primary to any human

being. But Semantics is not just concerned with human language. It is also at the centre of the study of the human mind-thought, process, cognition, conceptualization, et cetera, all of which are intricately interwoven with the way we classify and convey our experiences of the world through language.

As we have pointed out above, semantics is man's attempt to study man and how he expresses meaning. Therefore, Semantics is not the exclusive reserve of language or linguistics. It is the meeting place of various cross-current of thinking and various disciplines of study. Philosophy, psychology, linguistics, etc. are all interested in Semantics though in different ways. For instance, the psychologists would study Semantics in order to understand how the human minds work. The philosophers would study Semantics in an attempt to understand how we know that we know what we know, the rules of right and thinking and the evaluation of truth and falsehood. The language specialist or linguist would study semantics for the purpose of understanding language and communication.

2.10. Semantics in English

As pointed out earlier, Semantics is an essential aspect of language on social interactions. Since English Language is a language, Semantics therefore is vital to it. The importance of Semantics in English can be concerned in at least three ways:

1) English is the widely spoken language in the world today. For some, it is Mother Tongue (MT), for others, it is Second Language (L 2), and to others, it is a Foreign Language (FL). In order to understand these various societies therefore, there is the need to study Semantics in English.

2) Semantics is one of the two major branches of linguistics which are concerned with words- the other being etymology. Unlike etymology Semantics is paralleled to and interacting with

syntax and phonology. It is through Semantics therefore, that we know whether a sentence we construct and produce is sensible or not. For one to claim to be a speaker or a specialist in English therefore there is need for one to have knowledge of Semantics of the language.

For example, we know that the two sentences below-

1) The Man is chasing the dog

2) The dog is chasing the man

contain exactly the same words and can each be said within the same stretch of time, they do not exactly mean the same thing. We know this because we know the Semantic structure of English Language.

In Sentence, (I) the man is the actor or the performer while the dog is the recipient. We also know that there is a reversal of role between one sentence and the other. Let's consider the following sentence: *Colourless green ideas sleeps furiously (*Chomsky, 1965, cited in Lyons 2009: 40*).* This sentence is grammatically meaningless because something that is green cannot be colourless. "Ideas" is an abstract noun, it is not supposed to have colour. The above sentence is syntactically well-formed, i.e., grammatically but semantically deviant and therefore unacceptable to the English speaker.

This is because we know the meaning. We know for instance, it is not possible to say something is colourless and at the same time green. We also know that "ideas" are not normally referred to as blue, white, and green. Of course, we can say an idea is beautiful or bright, nice, or new, but nobody would normally say that and idea is green.

Furthermore, we know that "ideas" do not sleep. 'Ideas' is an abstract noun and only concrete living things do sleep. All this knowledge is possible because we know not just how to combine words in the language but how to express meaningful ideas.

Finally, the need to study semantics in English arises for us as specialists in the Language not just in order to guide our linguistic output or language performance but in order to be able to study and analyse the linguistic performance of other speakers of the language.

2.10.1. The units of language and the relationship between semantics and other units

In the traditional units of language, words are put together to form sentences. The words differ from one another in both sound and meaning. Consider for example, the words ‘’boy’’, “joy”. Although the two words have different consonants at the beginning, the words will also differ in sounds and yield different meanings, e.g. Male sounds differently from MAN but there is a sense in which they mean the same thing.

The descriptive study of the language can be approached from four major sub-fields. In other words, we can describe any language from four different angles; (i) Phonology, (ii) Syntax, (iii) Morphology, (iv) Semantics.

2.10.2 A. Phonology

This is concerned with the ways sound units function in individual language but phonetics is concerned with the nature and characteristics of speech sounds in themselves. If we take the sound /P/ /K/ and we say there is no English word in which the two sounds can follow each other directly so that we can’t have a word like ‘Akpata’ /ækpətə/, we are making a phonological statement. But if we say that /P/ is a voiceless bilabial plosive and /K/ is a voiceless Velar plosive, and then we are making a phonetic statement.

2.10.3 B. **Syntax**

Formed from a Greek word which means “putting together”, is the study of how words are staged together in a language to produce sentences. Given the following words e.g.. Lord

Shepherd, is, the, my, a knowledge of Syntax of English will enable us to construct- 'The, Lord is my Shepherd'.

2.10.4 C. Morphology

It is the study of how words grow, i.e., the formation of words and their structure in language. For instance, we know that the common plural form in English is by adding the Morpheme 'S' to noun. But we also know that certain nouns disagree with the pattern, some don't take 'S' at all whilst others use internal modification E.g. 'Mouse → Mice' 'Man → Men' etc... Therefore, when we talk of how new words change structure or how new words change in length, we are discussing the Morphology of the language.

2.10.5 D. Semantics

As we said, it has to do with how meaning is expressed in a language, Semantics enables us to reduce what is Syntactically staged together and which may be realised in speech sound. In other words, it is Semantics that enables us to see whether we construct an acceptance form of forming acceptable words in the language. Semantics therefore is the final determiner or arbiter in determining whether a structure is well formed according to the rules of a particular Language or not. This is why we can say that semantics is the meaning point of Cross-Current of the various units of Linguistics description. To exemplify this, we know that the statements:

-The boy is crying

Is well formed in English not just because of the phonological contact of the word but because the semantics structure of English allows such an utterance. Similarly, we can't say that 'The Stone is Crying' because that will amount to Semantic *incompatibility*, for stones don't cry.

2.10.6 The act of speech

Language is an abstract phenomenon I.e. It cannot be seen or touched, it cannot be felt nor is it accessible to the observer except through the artificial medium of dictionary and the grammar book. Yet it is the primary needs of human communication and it is the most organ property of man.

Language is realised in the form of individual act of speech communication between human being however, can take a lot of forms, i.e., although language is the primary means of communication, it is not the only instrument for doing so in the human society. Some other means of communication include gesture, smiles, yawning, hissing, nodding, foot dragging, etc. Some of these are done consciously while some others often occur unconsciously. In actual fact, some of these other means of communication are more effective than speech e.g. A friend who begets on outstretched hand and whose facial contention adds an additional information is showing that the friendship has ended even without necessarily saying it verbally.

Semantically, Language is a conceptual system, though not a rigid one, in other words, we use language to represent our experiences of the world around us, but the way this is done varies from one culture to another. That is why for instance, there are fewer colour terms in Yoruba than in English. In Yoruba for example, the basic colour terms are "*Pupa" (*red *colour), "Dudu" (black clour), "Funfun"* (while c*olour), "Awo-Ewe" (green colour).*

In English we have red, white, orange, yellow, blue, olive green, purple, green, beige, violet, brown, etc. Of course, while the Yoruba man can and obviously recognises the difference between blue and black, he simply refers to the two as "*Dudu*".

For the Yoruba man, one term is sufficient to relate his experiences to the colour he sees at that moment, but for the English man he needs two terms, i.e., black and blue. Another

example is the English over differentiation of chair and stool. For the German only 'Chair' is sufficient to refer to a sitting material with or without a back rest. Of course, the fact that fewer languages have fewer terms than others to relate or describe certain things does not mean that certain languages with fewer terms are inferior to those with many more terms.

A language is inferior to another only when such a language has no term either by borrowing or stealing to express what is known within the culture of the domain of the language. This directly leads us to the question of arbitrariness of a language. By arbitrariness it meant first, that the conceptual boundaries often vary from one language to another. For example, a stream will be referred to as 'odo'' and so will a "river".

Seriously, there is a kind of arbitrariness in terms of the way language expresses human experience. Take the English Language for instance; a small body of flowing water is a Stream while the big one is a River. But in the same language, a huge Male is called adult; Adult is called a man.

To further demonstrate the ambiguity introduced by language in expressing human experience, the way a language classifies a thing is sometimes blatantly man-centred. e.g. what is regarded as weeds semantically depends on the situation of use, i.e., it depends on whether such a plant is of use or not to the person making the reference. For a farmer who planted Yams in his Farm e.g. Grass will be considered weeds and will probably be uprooted. But to the cattle farmer who planted grass for his animals to eat, Yam will obviously be weeds and will be uprooted. In other words, while grass is essential to the Cattle farmer, it is useless to a farmer. Thus, Language creates such in arbitrary situation whereby one Man's music is another Man's cacophony.

As we said earlier on, communication can take place verbally or non-verbally. Well, it is verbal, i.e., when it involves the act of speech, the use of the speech organ is involved. But

non-verbal communication does not engage one speech organ e.g. If I feel thirsty in a restaurant, I may call the waiter by saying "Water, Please!" If the Waiter understands English and if he is willing to give me what I want he would go and get me a cup of water. In such a situation, I received a stimulus, that is, Feeling Thirsty, I reacted to it Verbally by asking for water and my request; "Water Please!" is received as another stimulus by the waiter who reacts to it non-verbally by giving me what I want.

Of course, it is possible for me to receive the stimulus of feeling thirsty and not to react to it verbally. This might happen e.g. in home where I get up and get myself a cup of water. Most often therefore, we can represent the process of communication graphically as:

S --------> r ..... s --------> R.

The capital 'S' represents the original stimulus that is received within me when I felt thirsty. The small 'r' that follows is my own response to that stimulus. This my response I.e. as my asking for water is received on answer, Stimulus by the water and the response to it through the final act 'R' by giving me the water. Certainly, communication can break down for a number of reasons. It could be that the waiter does not understand my language spoken or that he simply wants to disobey. But this does not mean that he doesn't receive my request as a stimulus. Only that he does not quite understand what it means, or he decides simply not to react to it.

But this theory S--->R is not adequate to explain all that happens in communication. There are occasions where this is totally untenable (immutable). Consider a situation when somebody is praying for another or conducting what is regarded as performative act. The S---->R theory doesn't work. A performative act is that which takes place at the very moment of uttering it (statement). For instance, ''I slap her" here we discovered that at the moment of

saying it and I also do it. This kind of thing is not accounted for by the stimulus response theory

2.11. Summary of the chapter

The foregoing chapter has subtly discussed the previous scholarships/works, some theoretical elements of the stylistic fields, the need for stylistics and the definitions and the explanation of the term ‘style’ were pointed out along with several concepts of style as they are viewed by some renowned linguists. Then, some notes on stylistic analysis, were systematically provided. The differences between stylistics and other disciplines expatiated. In particular, the terms, texts, context, situation, the levels of stylistic analysis with the discussion of situational constrain were touched. Finally, Semantics as panacea for effective linguistic communication and theoretical framework was explicated emphatically. This is to demonstrate that there are so many types of meanings in English.

CHAPTER THREE

ETYMOLOGIES, HISTORICAL BACKGROUND, AND STAGES OF LEGAL ENGLISH

Introduction

This chapter highlights the origin, historical background and the stages of legal English. It explores the stages and features of legal English from the Anglo-Saxons, Celts and Danes to the Norman conquest period. It clearly pinpoints what characterises the language of simplified legal document; the description of legal discourse and register. It also explains prosodic features and discourse levels. This chapter elucidates the law of language as a divine vocation, timeless and routine. It further explicates the meaning, characteristics, types, language and purpose of contracts.

3.1 The Etymologies and Stages of Legal English

The origins of legal English reflect the mixtures of language which has produced the English language generally. However, it owes a particular debt to French and Latin. It may appear that the early laws are native predecessors of modern laws, though in a very general sense. Hundreds of years, together with historical and social factors, have contributed to the great difference. On the other hand, there is one fundamental similarity, i.e. the functions of legal documents have remained the same even after so many centuries. The spoken and written language of the Britons gradually altered its form, both structurally and lexically. As a dire consequence, a great amount of English word stock is of Latin and French origin.

3.1.2 The Anglo-Saxons, Celts and Danes

There are virtually no ruminants of the legal language of the original Celtic inhabitants of England, although there are some indications that it was poetic and not particularly comprehensible for ordinary people, a theme that continues to resonate.

It is the Anglo- Saxon period to which the oldest English legal texts are dated, though much of the material has been preserved in post-conquest manuscripts. These are eleventh or

twelfth- century peoples of lost origin. The Anglo-Saxon laws were demanded even after the Norman victory in 1066 which may seem odd. There was a practical reason new laws were modelled on the copies of old laws.

According to Tiersma (1999:6), Saxon words or legal terms that have survived to today including *writ, ordeal, witness, deem oath, and moot*. Some alliteration and conjoined phrases like *in rest, residue* and *reminder* also exist till date. The advent of Christianity in 597 brought the Latin word *clerk*.

The earliest of Anglo-Saxon laws were in the vernacular and not in Latin. Latin would have been an obvious choice because the first English legal code coincided with the date of conversion to Christianity. The Germanic tradition (involving oral tradition) is the most important reason for the use of the vernacular. So the codification written in English reflects a natural prolongation of the tradition. Moreover, laws drafted in Latin would have seemed artificial.

In addition, Tiersma (1999:24) points out that the legal terminology is Anglo-Saxon with all the characteristic features of native vocabulary, e.g. *compounding, transparent word formation and synonym*. There are surprisingly few loan words even if Latin and loan-translations are included. The Scandinavian words are also few. However, some of them are important because they are technical terms, such as "grio", truce", "sehtian", to settle including "law" itself. Word had almost magical quality in Anglo-Saxon legal culture.

From the modern perspective, there may be three categories distinguishing the Anglo-Saxon vocabulary.

Words that have disappeared from law language – most of the items belong to this group.

The reason for the changes is either social (change or loss of referent or Sociolinguistics (native words were replaced through borrowings).

Words that are still occasionally used with legal meaning (either unchanged or modified)

bot Compensation for wrongdoing (cf bootless)

deman 'to pronounce judgment' (cf deem)

wed 'Security for performance(cf wedding, wedlock

witan 'to know' (cf witness)

Words that are as much part of general language as legal language

There are proportions of native vocabulary of Anglo-Saxon laws that make legal language complex.

e. g. ab - 'oath'

stelan 'to steal'

Tiersma exemplified the proportion of native vocabulary in present-day English legal text on a sample of a legal document. As he indicates (ibid: 28) his little experiment reveals both permanent, on the one hand, and change, on the other, in the vocabulary, which is generalizable to the whole language; the core is native but some of the layers accumulated over time are made up of borrowed element. He concludes that the latter aspect becomes more prominent during the post conquest history of English legislation. The increase linguistic complexity of Anglo-Saxon laws led to more complicated legal language.

3.1.3. The Norman conquest period and the introduction of French

The Norman Conquest in 1066 placed French – speaking Normans in virtually all important positions in England: French thus became the language of power, virtually all English words relating to government are originally French. The Normans initially used Latin rather than French as a written language of the law.

The legal profession began to develop greatly after the conquest. The Anglo – Saxon did not have any trained lawyers – they appeared as late as the second half of the thirteenth century. French was the language of oral pleading and the language of law. It also changed from Latin to French. The legal English of today has its roots in that time. The terms that have remained are now pronounced pursuant to the rules of English phonology, their medieval meanings having been retained.

Remarkably, French eventually became a language used only by lawyers, and became known as "French Law".

It is obvious that changes in the vocabulary were happening as a relevant aftermath of the profound and far- reaching turnovers. English as the language of law was first replaced by Latin, later on by Norman French. Documents of the early times after the conquest were written in so-called Latin Law citing Tiersma (Ibid. 30). Latin law is defined as "The kind of Law Latin, containing Latinized English and old French words, used in English Law. The Latin element, as a result, legal English is affluent in loan words, some of which appear even in their Latin forms, e.g. Mandamus, certiorari (ibid. 32). Naturally, the major part of English legal borrowings come from Latin, either directly or more frequently, through French. In addition, Tiersma (ibid.12) comes with an idea that

> ...modern legal English is essentially a kind or 'creole', where the formative elements, go back to an amalgamation or native resources and extension borrowing. The borrowing was initially a wholesale process, since English as the language of the law ceased to exist a period or some four centuries. Naturally, the idea of creolization would not be a realistic on...had English ceased to exist altogether during that time.

Finally, he sums up that at that time the population in majority used the vernacular, and that the administration branch employed many people who knew all three languages English, Latin and French.

Whenever an educated person reads an English text, it becomes apparent to them that French had its influence not only in terms of borrow words, but also in terms of loaned prefixes and suffixed, many of which remained productive and contributed to the formation of legal English. The following are some examples

1. Prefixes: en-/em-; ma/;sur- e.g. enroute, emblem, surface, maladie
2. suffixes –able, -ability,-age,-al,-ance e.g. available, disability, marriage, almanac, appearance, etc.

   ant,-ee, -fy,-fication, -ment,-ous, and - ery e.g. antenatal, deportee, edify, purification, management, rigorous, contrary, etc.

It is noteworthy to point out that technical terms and their formation developed only gradually due to the constant use of the French words within the closed ranks of the profession. Moreover, it is clear that the "core of English legal vocabulary is of the French origin, and usually, the more ‘legal’ a word is the more likely it is to be French (Stober 2007:10).

In the course of the Norman rule over the British Isles the great majority of the population spoke English. So it did not cease to be used. Eventually, the position that English had lost was regained alter the conquest. It was in 1362 that the famous Statute of pleading was issued.

However, it lasted another hundred years until the aim of the status became reality Tiersma (ibid: 23) expresses the reason:

> The legal profession was accustomed to the use of French to such an extent that title could be achieved through the statute in a short time. French was preferred in the pleading on the grounds of its established terminology and the degree of precision that could be achieved by using it. There would always be a risk involved in adopting English and in giving up established conventions. In view of such linguistic and social problems a hundred years seem a relatively short time for such a profound change to be completed.

The fact that there was bilingualism, or even multilingualism, contributed to the 'expansion' of English, and legal English too. The linguistic complexity of these times is more than obvious because legal documents were compiled in all three languages in varying degrees and the languages were spoken by a large number of lawyers and the clerks of the Chancery. It was the Chancery that had an immense influence on raising the profile of English in the fifteenth century. Situated in Westminster, it was the centre of bureaucracy of the Middle Ages. It issued and operated with all the official documents, e.g. writs. They were first written in Latin, but later on in English, with occasional French translations. In this sense, the Chancery English became a standard (though it was different from the London regional dialect) and thus English was allowed to survive as an official language and restore its position.

Another highlight point in the history was the introduction of the printing press in England in 1476 when Caxton set up his press in Westminster. He adopted the norms and through the distribution of his printed material all over the country he immensely contributed to the prestige of English and spread of the 'standard' language.

The first Act of Parliament in English is dated to the year of 1483. Nevertheless, as Tiersma (1999:30) alleges, it took another two hundred years until the whole jurisdiction and the judicial institutions became completely English speaking. The fluctuation between the three languages was ended by the years 1650 when An Act for turning the books of the law and all Process and Proceedings in Courts of Justice into English', vas passed.

3.2 Transition to modern legal English

Reading legal records of earlier centuries and comparing them with present documents, one will certainly find some features and trends of form and content notably different. In spite of that, legal language has always been complex and very complicated, thus

perplexing every reader in every time. The basis and principles of drafting various statutes, codes and acts in the fifteenth century were dissimilar from those employed in the nineteenth century and today. The subject matters "were expressed in a manner where the narrative element, besides the directive one, was still more marked than three or four centuries later" (ibid:23). Lawyers and clerks were employing a very elaborate verbal style, the motive being the fact that they were sometimes paid according to the number of pages they had written. In this way legal documents were issued until the beginning of the nineteenth century. A new idea of the layout brought about some changes in the form of the statutes several decades later. The changes for a modern format were very helpful for the reader. In a very general sense, the one-page long sentences became less frequent and texts were visually separated into sections and sections. However, Tiersma (ibid, 27) highlights one aspect - although legal texts were made clearer for the reader, a new obstacle came to existence:

> Because the text is formally structured in a given way through layout, its component parts (e.g. conditions, insertions, etc.) can be made more complex, on the assumption that the relationship with the other parts of the sentence remains clear. Because of this they can easily grow even more complex in terms of both quantity and quality.

3.3 The language of simplified legal document

Legal documents are constantly labelled as very complicated, perplexing the layman, thus difficult to understand. Tiersma (1999:45) explains that the idea of making legal language is not new, but "it has gained its momentum in the last few years, especially in the United States." It was the consumer movement that triggered the voicing of demands to draft legal and other official documents in plain and understandable English. By introducing a promissory note in 'Plain English' in 1975, Citibank in New York made the first move. Many financial institutions copied the step. Soon, it was made compulsory that consumer

agreements must be written in simplified language. This measure was followed by another one - in 1978 a bill imposing that official agreements should be written in 'clear and coherent manner using words with common and everyday meanings' was passed. Since then, similar laws have come into effect in several other states. Not surprisingly, the legal profession has not welcomed this reform. Tiersma (ibid.) gives the reason:

> Some have contended that it is not really possible to write simplified legal documents that would be as precise, comprehensive and unambiguous as those written in the traditional legal language, and that a considerable number of new lawsuits are likely to arise due to the unpredictable consequences of using plain language.

The followings are some standard criteria on writing simplified and easy-to-understand legal documents.

- Avoid long, archaic and learned words and use common, everyday expressions; however, it may be difficult to distinguish between an 'easy' or "difficult" word in a particular context. Also some technical terms cannot be avoided even if a text is written in plain language.
- Make sentences short where possible and get void of all superfluous terms, though Tiersma (ibid) warns that "the role of sentences should not be overemphasized…. Long sentences cannot be shortened mechanically"
- The active voice is preferred to be used instead of the passive. However, much depends on the context.
- Documents should be made more personal i.e the use of personal pronouns is desired on the account of nouns when they refer to the parties of an agreement.
- Verbs are recommended to be in the present tense, in the indicative mood, and if possible, they should be finite rather than participles. Also if it is possible to express the meaning in both positive and negative ways, the former should be used.

The above listed criteria aim at making legal records comprehensible to ordinary people however, the task remains uneasy because successful application of the criteria presupposes considering the form of the language in close interaction with the context at large.

3.4 Legal discourse

3.4.1 The domain of legal discourse

The term "Legal" simply refers to anything related to law, lawyers and court. The first question coming to the mind is "What is, in term of both stylistics and linguistics, the study object of the legal register? The answers may be miscellaneous, but they have one idea in common – the nature, functions and consequences of language use in the negotiation of social order" (Brown 1999 : 20). Law has two primary functions. They are ordering human relations and restoring social order in cases it breaks down.

Furthermore, by law people are told which activities are permitted and which are not, and it helps create relations where none existed before. The second question posed by many professionals is which of the terms of dialect, register or sublanguage is the most relevant Brown (ibid: 40) puts forward her view and believes that legal language is so distinct and differentiated that it is possible to call it a separate dialect or sublanguage. However she prefers to label it a register due to her conviction that "register" is mainly a matter of linguistic formality.

3.4.2 Description of the legal register.

On a basis of systematic studies on the legal register, an outline based on Brown (1999:50-60) and Webster (1990:81-87) of the linguistic features typical of legal language may be given as follows.

3.4.3 Lexical features

3.4.3.1 Technical terms

Every profession and occupation is typical of its special technical vocabulary or "term of art" as *warranty, deed, criminal proceeding, procurator fiscal, grantee, devisee*.

3.4.3.2 Argot and Jargon

Argot- is generally used to communicate in secret among a small group: this does not properly typify legal language. Hiltunen (1990:84) also claims that legal terminology is largely jargon. I used the term "jargon" to refer to language of a profession that is not sufficiently precise to qualify as a technical term (e.g Conclusory). Jargon can be used in facilitating in group communication but should obviously be avoided in everyday language or in communicating with the public.

Other examples are appeal, negligence, bail, defendant, suffer, injunction, damages, libel, contributory felony, know how, title, objection, issue of law, without prejudice, trial, judge, court, alleged.

3.4.3.3 Common terms with uncommon meanings

The legal register uses familiar words but with uncommon meanings, e.g. one of the most frequent instances is the term assignment – it does not mean a "task or duty" or something "assigned" but it means that "transference of a right interest or title" also the use of shall refers very frequently not to the future but to an obligation or duty.

3.4.3.4 Archaic expression

The use of archaic morphology, subjunctive, especially in the passive typically, legal documents are abundant in items such as *hereinafter*, *hereto*, *hereby*, *hereof*, *aforesaid, whosoever, thereof, therein,* etc. These originate in old English and, "may have originally

been introduced as ambiguity resolving elements or means of abbreviation" (Brown 1999:70) Furthermore, they add to the degree of formality of legal documents e.g. *whereby, forthwith, herewith, witness to, aforesaid, said, same,* etc.

3.4.3.5 Doublets And Triplets

They are also referred to as word pairs. Many of them root in the Norman period. They are "fixed in the mind as frozen expressions, typically irreversibly" (Brown 1999:32). Common ones are *last will* and *testament, give* and *bequest, will and bequest, aid and albet, cease and desist, rules and regulations, null and void, fit and proper, care and attention, perform and discharge, terms and conditions, disputes controversy or claim, promise, agree and covenant,* etc.

3.4.3.6 Formality And Ritualistic Terminologies

They give emphasis. Many expressions of legal English have a high degree of formality, e.g. the preference of "shall" to "will"; positions of people and institutions involve have capitalized initial letters for instance *garantor, garantee, devisee, contractor, attorney,* even the names of the documents are capitalized – Warranty Deed, Last Will and Testament, Pompous and Prestige, Do and Shall, Sign, Sealed and Delivered, Whereas, You may Approach the Bench, Come Now the Plaintiff, Your Honour, May I Please the Court, I do Solemnly Swear. These make law concepts comprehensible.

3.4.3.7 Unusual prepositional

Phrases according to Charrow and Charrow (1979) the preposition as to frequently appears in legal English; another example is in the event of frequency of *any* – this word is

considered redundant, but in legal documents is more than common: *any child or children, any encumbrances, any other assets*, etc..

Tiersma (1999.30) concluded his comment on the issue of vocabulary by stating that adjectives in legal English "Are fairly scarce (because they are often imprecise and vague) nouns tend to be abstract than concrete (because they frequently do not refer to physical object), and verbs are selected from a fairly small number of lexical sets.

3.4.3.8.1 Borrowed Words

Latin words and phrases: this may include forms that have become part of the language as a whole, e.g. affidavit, alias and alibi, are the prominent forms in that perspective, thus the following latin words are recurrent in law register:

Corpus Delicit	Per Stripes
Ejudem genesis	Quasis
Ex post facto In	es gestac
Personam Lex	Retraxit
Loci actus Nolle	Sin Juris
Prosequi	vis majoo
Clerk	law
Mandamus	etc.

-French words and phrases: many of such words such as appeal, assault, counsel, crime, plaintiff, verdict, demurrer, easement, estoppel, fee, simple, lien tort, war, earthquake, flood, attorney, esquire, waver, writ, ordeal, witness, deem, residue, etc.

Coordination of Synonyms, Homonyms, Polysemy – the following are practical examples : declare null and void, the packing and wrapping shall be accurate and complete, contract or

intort, expressed or implied, altered or amended, repair or replacement, I give, devise, bequeath the rest, residue and reminder etc.

3.4.3.9 Vague words and Phrases

Certain words or phrases are consciously enhanced, some employed in order to enhance some flexibility in interpretation some of such words are as followed:

Adequate cause	Improper
Fair decision	as soon as possible
Malice	Nominal Sum
Reasonable Care	Undue care or Undue Interference

3.4.3.10. Converse of words and phrases

This presupposes usage of converse relations to express precise meaning. The following may be cited in this respect: Irrevocable, Imperpetuity, noting contained therein, etc.

3.4.3.11. Tautologies

Repetition of words can be directly linked to the influence of different languages. For instance: made and signed, breaking and entering, will and testament, cut and sew, discharged and acquitted, entirely and completely remove, totally null and void and of no effect, truth and nothing but the truth, without let or hindrance.

3.4.3.12. Linguistic Creativity

New wine in new bottle even though some legal language is quite archaic, some legal concepts became obsolescent. In fact, some areas of the legal lexicon are very innovative as in

terms like zoning and palimony. Such terms give the law the ability to deal with novel circumstances and legal development.

3.4.3.13 Asylees, Escapees and Tippees

Another example of linguistic creativity in legal language is the frequent formation of new words ending in –ee, which contracts to those ending in – or (mortgagee/ mortgagor) although these pairs are confusing for the lay public they can enhance communication within the profession by filling lexical gaps that exists in ordinary language.

3.4.3.14 Conservatism or Innovative

Legal language is neither hopelessly conservative nor remarkably innovative. Often there are reasons for using antiquated vocabulary like religion language, language of the law is quite conservative with regard to sacred or authoritative texts, which adherents are reluctant even to change or even to translate for fear of affecting meaning. A less palatable reason is that because archaic language is hard for most people to understand, lawyers sometimes have a financial incentive to use to help justify their fees. Yet when dealing with new legal concepts for which there is no existing word lawyers do not hesitate to create novel terminology.

3.4.3.15 Use Of Do and Shall Modal

When ‘do’ is used in a declarative sentence it is normally to have emphasis. This is not its function in legal language (e.g. the people of Nigeria *DO* enact …) Here, it marks that something is performative. The adverb hereby (as in the people of Benin *hereby* enact …) fulfils the same function: indicating that by saying enact, the legislation by those very words

engages in the act of enacting. Because *Do* is an anachronistic and unusual in this usage it shall be avoided; *hereby* can easily communicate performativity, where necessary.

3.4.3.16. Shall

Shall is also used in an unusual sense in legal language. It is commonly said that legal use of *shall* does not indicate the future, but the imposition of the obligation. But *shall* appears to also function in promises and declaration. In reality *shall* seems to mark that the phrase in which it occurs is part of the content or proposition of a performative phrase. Thus in a contract the parties perform the act of promising by signing the contract: the content of their promises is indicated by *shall. Shall* does have the function of indicating that the document in which it occurs in legal which may help to explain the passiveness in legal language. Generally, however, the meaning of *shall* can be communicated more comprehensively by *must* or *will* or *is.*

3.4.4 Syntactic features

As Brown (1999: 65) claims, "syntactic features are probably more distinctive of legal English than are lexical ones, and certainly account for more of the difficulties of lay persons in comprehending it". She identifies some of such features.

3.4.4.1 Nominalization

These are nouns derived from verbs (e.g. injury from the verb injure). Lawyers often use passives and nominalizations strategically. This feature is considered by many linguists, Stephenson (1986:19) among others, as prominent. Some examples: make such provision for the payment of instead of provide for the payment, or give time for the payment of any debts instead of giving time to pay.

3.4.4.2 Passives

Passive sentences allow the speaker or writer to omit reference to the actor (as in the girl was injured at 2:30 pm). They are impersonal indeed. They are characteristic of formal documents; sometimes an active verb may be more suitable in a sentence but the use of the passive makers make it more formal; on the other hand, sometimes it is not possible to use the active voice because there is no specific agent in a sentence, thus the passive is the only choice.

3.4.4.3 Telegraphic Speech

Telegraphic speech leaves out all words that could be supplied by context; it is common telegrams and headlines. It is often heard in the courtroom (lawyer: Objection! Judge; Overruled!), but also in some quite formal settings, as at the end of an opinion, (appeal dismissed). It again illustrates that lawyers can cut out excess verbiage when it suits their purpose.

3.4.4.4 . Legal Slang

Despite claims that their speech habits are very formal, even pompous, lawyers frequently use legal slang. Slang enhances group cohesion and is often shorter (thus more "linguistically efficient") than more formal languages. Examples include *rogs* for interrogatories, *tro* the temporary restraining order, *Slapp* suit for strategic law suits against public participation.

3.4.4.5. Lack of Punctuation marks

One aspect of archaic legal drafting – particularly in conveyances and deeds – is the conspicuous absence of punctuation marks. This arose from a widespread idea among lawyers that punctuation mark was ambiguous and unimportant, and that the meaning of legal

documents was contained only in the words used and their context. In modern legal drafting, punctuation mark is used and helps to classify their meaning.

3.4.4.6 Whiz Deletion

It means the omission of the wh-forms plus some forms of the verb to be, e.g. herein [which is] ...contained or implied.

3.4.4.7 Conditionals

Exemplary are complex conditionals, they may be used, for example, to specify who is included in a certain term (e. g. the Grantee) if there are more people concerned.

3.4.4.8 Prepositional Phrases

Legal discourse is high in incidence of this feature. A prepositional phrase can string out one after another, and as Danet (1985:282) claims, "prepositional phrases are often misplaced.

3.4.4.9 Sentence Length and Complexity

The complexity of legal register sentences can be spotted very easily. Gustafsson (1975) says that an average sentence contains 55 words (twice as many as in scientific English, for example), and there are 2.86 clauses per sentence in the legal style. Legal English consists of only complete sentences containing both coordinate and subordinate clauses, and instances of clausal embedding (inserted clauses) are not unique. Sentences can stretch over several lines, constitute one whole paragraph, and it is not an exception that a whole document can consist of one sentence only.

3.4.4.10 Unique Determiners

The distinct representatives are those of such and said. They are used in a way specific only for the legal discourse. They mean this, the particular, the one that is being concerned and no other: e.g. *the said property*.

3.4.4.11 Impersonality

Though legal documents are made to serve as a communication between two (or more) parties, they are typically written in the third person as it adds to the degree of formality. The parties concerned are referred to as the Contractor, the Grantee, the Borrower, the Lender, etc

.

3.4.4.12 Negative

Especially multiple negatives are characteristic items of the legal language. They are not expressed only by not, never, but most frequently by adding the terms like unless, except or by prefixes un-, in-, etc.

3.4.4.13 Binomial Expressions, Parallel Structures

Brown (1999.45) points out that "the legal register is striking for its use of elaborate parallel structures" and that "binomial expressions are a special case of parallelism". Gustafsson (1975) describes these items as "sequence of two words belonging to the same form class, which are syntactically coordinated and semantically related". Moreover, she (ibid: 15) claims that binomial expressions are typically a pair of nouns that functions as an adverbial and occurs in the thematic past of the sentence. Some instances of binomials: goods and materials; liable and responsible; engage or participate, generally and specifically, etc. Apart from binomials, there exist trinomial and even multinomial expressions in (legal)

English. Some examples: control, direct or supervise; employee, partner, agent, or principal; files, records, documents, drawings, specifications, equipment, and similar items, etc.. Some linguists have focused their analyses on the specification of the relationships in binomial i.e. synonymy, near-synonymy, antonymy and enumeration.

3.4.4.14 Other syntactic features also noticeable are profuse use of capital letters

- Of course capital letters can be seen in the names of the participators (Client, Contractor, the Club, the Player, Guarantor, Guarantee) Occupation (Chief Police Officer, Chancellor of the Exchequer, the League, President) Organizations and Institutions (Players, Association, Seminar Organised, Crime Agency) also in the sum of money (Fifty Naira, Two Hundred Naira, Ten Dollar)
- Unusual word order – at times, the word order used in legal documents appear distinctly strange. For example, *the provisions for termination hereinafter appearing or will at the cost of the borrower forthwith comply with the same.* There is no single clear reason for this, although the influence of French grammatical structures is certainly a contributory factor.
- **Use of Unfamiliar pro-form**
- For example, *the same, the said, the aforementioned, etc.* The use of such terms in legal terms is interesting since very frequently they do not replace the noun – which is the whole purpose of pro-forms - but are used as adjectives to modify the nouns. For example, *the said Wale Balogun*

- **Use of phrasal verbs**
- Phrasal verbs play a large role in legal English as they do in standard English, and are often used in a quasi-technical sense. For example, *parties, enter into contracts, put down deposits, serve[documents] upon other parties, write off debts and so on.*
- **Trilingualism, Code Switching – and Code Mixing**
- French, Latin, and English – these are other robust syntactic features used by lawyers. Each language was traditionally used in specified domains. Even more than today, perhaps law was in those days a professional word.

3.4.5 Prosodic features

Little attention is paid to the distinctive prosodic features in legal documents. Most frequently, they appear in binomial expressions. Assonance, Alliteration and Phonemic Contrast – e.g. expressions *like rules and regulations, contain or constitute* have alliteration of /r/ and then /k/.

Rhyme, Rhythm and Meter - again, most frequently some instances of rhyme and rhythm may be found in binomial expressions, e.g. *whatsoever and wheresoever, employ and rely,* in *whole or in part, benefits from or interests under,* etc.

End weight

Gustafsson (1975) and David (1981:10) have studied the issue of the extent to which the materials they analysed conform with the principle of end-weight (Leech 2002:210). They concluded that "there are more beats or phonetic material, in the second half of two – part expression" (Brown 1999:71). Some examples found in binomial belong to/or can be

appointed by *for me and in my name*. On the contrary, it is possible to find a shorter item appearing second, e.g. determine or secure; direction and control.

3.4.6 Stress and Intonation

Good spoken English requires the mastery of stress and intonation. The Law as a profession is no exception. Lawyers, Judges, Legal Draughtsmen and women or Legal Luminaries employs stress and intonations to strategically drive their points or arguments home. Stress and Intonations have significant impacts on English words and sentences. It is an important means of decoding and interpreting the meaning of spoken and written discourse.

It is quite obvious that English words are made of one or more syllable. Some syllables employed by lawyers are given greater prominence than others in a word that has more than one syllable. When this happens, the syllable that receives greater energy when pronounced is called stress or accented syllable.

Speaking quite frankly, lawyers employ profuse monosyllabic, disyllabic and poly-syllabic words during the cross examination of their offenders, and the laws breakers. They are often fond of using intonational devices too. This is because both stress and intonation deal with the voice pattern or tune changes in spoken English. Lawyers and Judges invariably employ word stress, sentence stress, emphatic and contrastive stress, proactively whenever the occasion demands it at the crucial functions.

In essence, the way, the pitch, tempo of voice rises or falls in lawyers' speeches can automatically convey the attitude and mood, disbelief, surprise, tentativeness, agreement etc.. at any given occasion. It is however noticeable that the rising and falling tunes makes lawyers/ judges cross examinations exercises vivid, clearer understandable and effective.

It is an axiomatic fact that the most veritable weapon lawyers and judges employ while cross examining the offenders and accused are stress and intonation. By this style, Idiosyncrasy,

strategy and lawyers do elegantly and emphatically employ offensive and provocative language as vibrant technicalities to intimidate and destabilize their opponent and offenders in hot and charged courtroom situations.

3.5. Discourse-level features

Cohesion

Many scholars speculate that the legal register is low in cohesive devices because of the lack of clear sentence boundaries, which is a phenomenon rather problematic in legal English. However, cohesive devices, if they appear in a legal document, are distinctive.

3.5.1 Anaphora

The scarce use of reference (mainly of pronouns) and repetition, though making a legal text "heavy and monotonous" (Tierma 1990:84), are significant of legal documents – they avoid ambiguity. On the other hand, the use of *said and such* is characteristic.

3.5.2. Conjunctions

It is possible to find some terms that contribute to cohesion, e.g..herein after, aforesaid, before and or after, in and out of, if and when, as and when, unless and until, when and how etc.

3.5.3. Substitution –

It is generally considered rare in legal English, though some instances can be found.

3.5.4. Ellipsis

The concern for precision and explicitness results in the lack of intra-sentential ellipsis, however an example of intra-sentential ellipsis can be seen in the use of whiz-deletion.

3.5.5. Lexical Cohesion

There is apparently much reiteration i.e. much repetition due to the avoidance of pronouns; furthermore, synonyms, near-synonyms and superordinate. General terms to replace expressions appearing in previous sentences are scarcely used, which is sharply contrasted to the employment of synonyms.

3.6 Thematic organization

3.6.1. Thematic progression

It is the term that implies several pattern of theme – rheme/focus arrangement in discourse. (Brown 1999.42) distinguishes three such pattern of thematic progression - linear thematic progression (in two successive clauses, the rheme/focus of the first clause becomes the theme of the second second); thematic progression with a continuous theme (several clauses have the same theme); and a hierarchical pattern with hypertheme which can be composed of several semantically related elements. The last one is said to be common in legal texts.

3.6.2. Foregrounding and backgrounding

(Brown 1999: 6) points out that there are two distinctive types of legal discourse. The first contains both foregrounding and backgrounding, so it resembles everyday discourse. The second contains little foregrounding. She (ibid. 20) gives some more explanations, "transitivity is considered to signal foregrounding. Both supposedly go with a concern for specific episodes between individuals, while low transitivity and backgrounding are signs of a mere abstract approach - a concern with the social structure in which categories of participants are related.

3.6.3. Extreme propositional density (Lack of redundancy)

The extreme propositional density of legal discourse springs from the unusual length complexity of the sentences. Evidence can be found in the "maze of embedded clauses and prepositional phrase" (ibid 10). Propositional density results in the lack of redundancy in information that is being communicated – the reason is obvious – every word counts it is necessary to mention that legal register is a complex subject and its features need to be viewed as separate variables in the continuum of legal discourse ranging from high to low. This is to say that "many features cover, or entail one another, in differing patterns in different genres" (ibid: 44). Though work of many scholars focusing on linguistic description is rather fragmentary, the origins such a convoluted and opaque language are known. Indisputably, many lawyers justify the complexity of legal genre by claiming that it carne to existence and has developed as an efficient means to specify precise, technical meanings. In contrast, there are non-professional individuals who hold the view that lawyers use opaque language in order to mystify the public and preserve their own power, in from view (ibid 20):

> ……syntactic complexity and the play with prosodic features are evidence of a preoccupation with language qua language. In the structuralisms sense of the terms we have a foregrounding of language, and a back grounding of referential meanings. This type of foregrounding apparently characterizes many genres in the keys of play and ritual, but especially the latter. It is as if lawyers, or perhaps persons in earlier times, before the modern legal profession emerged - added "cornstarch" to language, to thicken it, to give it body, so as to create the illusion of certainty in an uncertain world.
> Convoluted legal language may in part derive from preliterate times, when elaborate verbal formulas were considered a kind of word magic in law.

3.7. The law of language

The law of language is a mystery. It is a divine vocation, timeless, an apogee, and of course a routine. The law of language strategically and consciously unveils the veracity of its elegance.

By law of language, lawyers are often torn between the conflicting goals of flexible communication (through the use of general language) and pervasion (often by using word list of specific examples). Sometimes it is possible to avoid the vagueness problems inherent in flexible terms by using a word, which tends to allow for more precise communication. Some have contended that it is really possible to write simplified legal documents.

Conversely, if you were intimately acquainted with the grammar of a language (as many linguists are)but had no vocabulary items to plug into the slots where nouns, verbs, and other parts of speech are supposed to occur, you would also be incompetent as a speaker, lawyers, writer or hearer of that language.

Furthermore, lawyers by law of language are said or noted to use strategic in precision thus obscuring the actor through passive and nominalization. Passive sentences allow the speaker or writer to omit references to the actor (as in the lady was baptized at 7:30). One reason lawyers· use passives is for strategic reasons, to deliberately de-emphasize or obscure who the actor is. Passive are therefore impersonal, giving them an era of objectivity and authoritativeness, this may explain why they are common in court orders. They are less common in contracts, where the parties tropically which to spell out exactly who is to do what, and thus have an interest in precise reference to actors.

Nominalizations are nouns derived from Verbs (e.g. injury from the verb *injure*). Like passives, they can be used to obscure the actor (the baptism occurred at 7:30). A legitimate function of nominalization is that they allow the law to be stated as generally and objectively as possible. Lawyers often use passives and nominalization strategically, however, they avoid them when they wish to be precise as possible, and use them when they wish to be deliberately precise.

Nevertheless, Law of Language includes some very complex linguistic practices of an ancient profession. Because legal English itself is not monolithic, and is used to attain various goals, our assessment of its usefulness will depend on a large number of considerations. Some of its features are nothing more than time-worn habits that have long outlived any useful communicative function.

In the final analysis law of language must be judged by how clearly and effectively it communicates the rights and obligations conferred by a constitution, the opinions expressed by a court, the regulations embodied in a statue, or the promises exchanged in a contract. However, they avoid them when they wish to be precise as possible, and use them when they wish to be deliberately precise.

3.8 Contracts and law

A contract is a valid legal agreement: It has three essential requirements: an offer, an acceptance and consideration. Suppose, for example, that I make the following offer; I will sell you my car for 7 million CFA. You may accept my offer, reject it, make a counter offer, or even do nothing. Let us assume that you accept it. Then there will be binding contract if there is a valuable "consideration" in return for the automobile. There indeed is – namely, the 7 million CFA that you will handover to me. Thus, consideration involves a quid proquo; my car in exchange for your 7 million CFA.

3.8.1 Definition of contracts

Opinions vary as contracts are concerned**.** Thus a contract is defined as a promise or set of promises which the law will enforce. A Contract is mainly concerned with relationship between persons which the law will recognize and enforce where one of the parties fails to

perform his part of the bargain, the legal justification for the enforcement of promises is mainly economic.

Thus, to generate confidence in business, the legal enforcement will make it difficult for parties to break contractual promises at their whims and caprices without being subject to compensation for the loss caused to the innocent party for breach.

IN. S.G.B. (NIG) LTD V.S.S.L.M (1996) 5 NWLR (PT 584) the court clearly states the meaning and characteristic of a binding contract. The term contract in its general sense means an agreement between two or more persons which creates an obligation to do or not to do a particular thing. For it to be binding, it must entail competent parties, subject matter, a legal consideration and mutuality of agreement and obligation.

Thus, in Orient Bank (Nig.) Plc. V Bilante International Ltd (1997) 8 NWLR (PT 515) 37, NikiTabi JCA (as then was) held the view that in determining what amounts to a contract held that a contract is an agreement between two or more parties which creates reciprocal legal obligations to do or not to do a particular thing. For a valid contract to be formed there must be mutuality of purpose and intention. The two or more minds must meet at the same point, events or incidents. They must be saying the same thing at the same time. They must not be saying different things at different times. Where or when they say different things at different times, they are not ad idem and therefore no valid contract is formed. The meeting of minds of the contracting parties is the most crucial and overriding factor or determinant in the law of contract.

3.8.2 Classification of contracts

Formal and Simple Contracts: There are two basic types of contracts at common law, formal contracts and simple contracts. A formal contract is a contract made by deed. It is also known

as a contract under seal. Simple contracts on the other hand, are contracts other than formal contracts or contract required to be under seal. They may be in writing, or may be oral. In the latter case, they are called parole contracts.

Note that only a party that furnished consideration can bring an action to enforce a simple contract. Simple contracts can take both the oral and written form.

3.8.2.1 Express and Implied Contracts

A contract is said to be express when the terms of the Contracts are clearly stated. Whereas, in the case of implied contracts, the terms are not expressly stated. The Court in such circumstances will normally construe the existence of a contract from the consent of the parties, rather than from their words.

In BROGDEN V METROPOLITAN RLY CO (1872) A.C. 656, the Court held that the conduct of the parties mutually approved the terms of the unsigned document.

3.8.2.2 Bilateral and Unilateral Contracts

A bilateral contract consists of an exchange of promises; the offer or promising to do something in exchange for the offered promising to do something else in return. Unilateral contract on the other hand consists of actual performance in return for a promise and the performance is referred to as executed consideration. For example, **CARLILL V CARBOLIC SMOKE BALL CO (1893) 1 0.B. 256**. This is a famous case that establishes the principle of unilateral contract. Here the defendants advertised that they would pay $100 to anyone who contracted influenza after using their smoke ball for a specified period. The Plaintiff contracted influenza after purchasing and using it as directed. She claimed the reward; the defendants argued that it was impossible to contract with the whole world. The

court rejected the argument and held that the advertisement constituted an offer to the whole world at large accepted by the Plaintiffs. He was therefore, entitled to the reward of $100.

Not all agreements are contracts. As Gubby clearly writes (2009:60) contracts are specific types of agreement between two or more parties that is binding in law. Contracts are only such agreement that are enforceable. The core of every contract is consensus on its content and on establishing a legally binding relationship. Contracts create the "law between the parties" lex-contractus – and generally no-one can be entitled or bound by the terms of a contract if he/she is not a party to it.

To create a truly legally binding contract, several principles must be adhered to: the contract must be in an appropriate form (written, oral or by inferring from it to be binding in law). The legal act must be made seriously, not as a joke, the parties must enter the contract voluntarily (no party can be forced to conclude a contract by physical or mental force) and its content must not be impossible to carry out (forbidden by law or physical impossible), when any of these principles are not fulfilled, the contract may be invalid.

When all the requirements of the law (including all these principles) are fulfilled the agreement generates rights and obligations that may be enforced in the courts. Contracts are the legal documents ordinary people are likely to be most familiar with. As already mentioned in the introduction to this thesis, people are concluding contracts all the time by buying, renting a flat or just by getting on a bus.

The core of the contract – the consensus – is expressed in the notice of offer and acceptance. Within the English legal context, a special feature must be present in a contract to set it apart from other agreements: the presence of (valuable) consideration. Consideration in connection with contracts means the bargain, that is the exchange of promises; one party must show that he/she has bought the other party's promise either by doing some act in

return for it or by offering a counter-promise *Gubby 2009:35) A one-side promise is not a binding contract.

There should be an offer and an acceptance in contract. The English contract to be legally enforceable the consideration has to be valuable The law knows the gift contract (English law knows the deed of gift – a deed being only a written document, signed by the parties and witnessed as a legally binding contract where one party stipulates to give something of value to the other party and the other party expressly accepts it. Gubby (20-09:55) claims that to make a promise enforceable the promise should either be exchanged for nominal consideration (such as 30 CFA) or be made in the form of a deed. A deed of gift might be therefore enforceable but no-one would consider it to be a contract.

Another characteristic worth mentioning may be referred to as the parole evidence rule. When disputed, the contract will be interpreted by courts and the courts will not seek the real intentions of the parties but look only on what is written in the contract: the law will enforce only what has actually been agreed and it will not ascertain the mental state of the parties (Gubby 2009: 40). The courts on other hand will always try to find out what was the real intention of the parties. Generally speaking the contract concluded by mistake on concrete explanation and interpretation.

Civil code cannot be enforced. The English contract the rule caveat emptor (let the buyer beware) is crucial. However, when the mistake is operative and fundamental, even the English contract will be considered void (Gubby 2009 : 60) as it would be in the US law. The parole evidence rule is the reason why common law contracts tend to be so lengthy – the drafters are trying to anticipate all possible eventualities.

3.8.3 Elements of a valid contract

The elements of a valid contract have been listed as follows:

(1) Offer

(2) Acceptance

(3) Consideration

(4) An intention to enter legal relations

(5) Capacity to contract.

The principle in the formation of a valid contract was enunciated in Royal Petroleum Co. Ltd. V FBN Ltd (1997) 6 NWLR (Pt 570) P. 584 where the court held that the formation of a contract is governed by rules namely that there must be a definite offer by one party called the offerer communicated to the other party called the offeree who accepts the offer unless the offeree dispenses with such communication.

In Okubela V Oyegbola (1990) 4NWLR (Pt 147) 723 the court said that an agreement will not be binding on the parties to it until their minds are at one both upon matters which are cardinal to the species of agreement and also upon matters that are part of the particular bargain. However a contract may be invalidated by a mistake, by illegality, duress or undue influence.

3.8.3.1 Offer

Offer is an expression of willingness to contract made with the intention that it shall become binding on the person making it as soon as it is accepted by the person to whom it is made or addressed. See Wakama V. Kalio (1991) 8 NWLR (Pt 207) 123.

Thus, before a contract can come into existence, there must be an offer by one party to another party. An offer is defined as a definite statement of willingness or undertaking to

contract with the other party, made with the intention that, if the offer is accepted, it will become a binding contract. An offer may be expressed or it may be implied from conduct.

The offer must be communicated to the other party so that it may be accepted. In Nigeria Tobacco Co. Ltd. V. Abdul Yusuf (1974) NCLR 236, the court held that no contract can be formed if there is no correspondence between the offer and acceptance.

An offer can be expressed or conducted. A common example is that of a bus stopping at a bus stop implied that the owner of the bus is making an offer to a person waiting at the bus stop.

If the person boards the bus, he accepts the offer by his conduct. By the conduct of the owner also, it is implied that the bus will carry the passenger safely to its destination and this is implied also that the passenger will pay the fare. Other examples of contracts by conduct are cases where money is put into automatic machines in return for a receipt or fees paid at toll gates.

In Union Bank of Nigeria Ltd. V Sax Nig. Ltd. (1994) 8 NWLR (Pt 36) 150 SC the court held that an offer capable of being converted into an agreement by acceptance, must consist of a definite promise to be bound provided that certain specified terms are accepted.

3.8.3.2 Invitation to treat

For an offer to be capable of becoming binding on acceptance, it must be definitely clear and final. If it is merely a preliminary move in negotiations which may lead to a contract, it is not an offer, but an invitation to treat. An advertisement of the sale of goods is an offer to negotiate. Thus, an offer or is merely inviting negotiations with the general public and this will not result into an agreement. In Orient Bank (Nig.) Pic. V Bilante International Ltd. (1997) 8 NWLR (Pt 315) the court held that an invitation to treat is a mere declaration of willingness to enter into negotiation.

i. Auctions

An auctioneer's request for a bid is not an offer but an invitation to treat. In an auction sale, it is clear that until the fall of hammer, any bid can be withdrawn. It has also been held that an advertisement that an auction sale will be held on a certain day at a certain venue, does not amount to an offer to hold it. Thus an auctioneer is under no liability to anyone who comes to bid for the sale, if the sale is cancelled or a particular lot is withdrawn. See Harris V Nickerson (1873) 28 L.T. 410

ii. Invitation to tender:

An invitation to tender is merely an invitation for offers from interest parties and is no itself an offer. See Spencer V Harding (1870) 5C P. 651. the courts have held that an invitation to tender will not normally amount to an offer to a contract with the party submitting the most favourable tender, so, the highest or the lowest tender in respect of any good may be rejected without any legal liability.

iii. Advertisement of goods in catalogue

The advertisement of goods in catalogue or in the newspaper constitutes an invitation to treat. it is not an offer, it is merely an individual to the general public.

iv Display of goods

The display of goods in shops, supermarkets, self-services shop constitutes an invitation to treat, not an offer. The customer makes the offer when he picks up the goods or collects them in a tray and takes them to the Sales Cashier. The Sales Cashier accepts on behalf of the proprietor by accepting money from the customer. Before the money is accepted,

any of the parties to the transaction can refuse either by refusing or accepting the money or refusing the goods. In such a situation there is no contract and no liability incurred by parties. In Pharmaceutical Society of Great Britain V Boots Cash Chemists (1952) 2 OB 795. The Court of Appeal held that goods are merely displayed to enable customers to choose what they want and that the contract is not completed until the Shop Keeper accepts the offer.

3.8.3.3 Acceptance

The basic rule about acceptance is that it must be exact or unequivocal. It must tally with the term of the offer. An acceptance has been described as a voluntary act of the offeree whereby he exercises power conferred on him by the offer, and thereby creates a set of legal relation called a contract. For an acceptance to be valid it must be "a final expression of assent to the terms of the offer". Note that an offer can only be accepted by person to whom he is made.

3.8.3.4 Basic rules of acceptance

1. An acceptance must be cleared, final and unequivocal.

   It must be indicated either by words or in writing or by conducts. In other words, there must be positive evidence from which the Court can infer acceptance. It must not be subjective in nature. Thus a mere intention to accept or silence cannot constitute an acceptance.

   In FELTHOUSE V BINDLEY (1862) 2 L.T. 835 the Court held that at the time the horse was sold, there had been no valid acceptance by the nephew to the plaintiff's offer.

2. An acceptance must be communicated to the offeree in a manner or form that it could be objectively determined:

   It could be by oral, in writing; by Telegram or by phone.

Note that where the offer does not prescribe the mode of acceptance, then the acceptance could adopt the same mode to the offer or a faster or more expeditious means. Thus an oral offer could be accepted orally.

It must be further noted that acceptance does not occur until it has been received by the offeree.

ENTORES V MILES FAR EAST CORPORATION (1955) 2 Q. B.327. In that case, an offer was made by Telex in London to the defendants in Amsterdam, and the defendants replied by Telex. When dispute arose, the plaintiffs brought an action in England and the defendants challenged the jurisdiction of the English.

Court.

It was held that it was in England the acceptance was sent by Telex from Amsterdam, but was not effective until received in England.

Acceptance by Post: in regard to acceptance by post, acceptance takes place and contract takes effect the moment a letter of acceptance is posted. So, where acceptance by post is requested as a means of communication, acceptance is complete immediately the letter of acceptance is posted, even where it was delayed, destroyed or lost in the, post that it never reached the offeror.

This rule was laid down by Lord Ellens Borough in 1818 in the famous case of ADAMS V L1NDSELL (1818)1 B&A.681. The Court remarked that it is wrong to suggest that the acceptance took place on the received of the letter because "if that were so, no contract could ever be completed by post".

However, Professor Sagay submitted in his book ‘Nigeria Law of contract that even though the case has laid down the rule on acceptance by post, the reasoning giving in the quotation above is unsatisfactory. See Pages 29 - 30.

The effect of the ruling in ADAMS V L1NDSELL (SUPRA) appears to be absurd and it could be unjust and arbitrary because it holds a person bound by a contract of which he is unaware.

Exceptions to the rule in Adams V Lindsell: The rule in Adams V Lindsell would not apply in the following situations.

(1) Where the terms of the offer either expressly or implicitly indicate that acceptance must reach the offered.

(2) Where the application of the rule would produce manifest inconvenience and absurdity.

(3) The rule does not apply where the letter of acceptance is wrongly addressed or inadequately stamped.

(4) The rule does not apply where the letter was not properly posted.

3.8.3.5 Invalid types of acceptance

There are several situations in which there is an apparent acceptance of an offer, but which in fact turns out for varying reason to be invalid and ineffective.

(1) Counter Offer: An acceptance must correspond with the terms of the offer. Any qualification or amendment of the offer will constitute a Counter Offer, which destroys the original offer. The purported acceptance thus becomes a fresh offer, which is open to the original offeree, now the offeree, to accept or reject. HYDE V WRENCH (1840) 3 BEAV 334 However, a Counter Offer, may create a binding obligation once accepted by the offeree.

See ONI V COMMUNICATION ASSOCIATES (NIG.) LTD

(2) Cross Offers: This occurs when two offers identical in terms are sent by two parties to each other or by other means, and the offer "cross" in the post. For instances Ade who has been negotiating with Garuba's writes to Garuba offering to buy his car for N250,000 and Ade independently and in ignorance of Garuba's intention writes to Ade offering to sell his car to Garuba for N-800,000 and both letters cross in the post.

In this hypothetical case, all we have are two identical offers and no acceptance. Two identical offers cannot make a contract. To be a contract, there, must be a consensus ad idem that is the meeting of two minds. See TINN V HOFFMAN & CO. (1873) 29 LT. 271

(3) Acceptance subject to contract: Acceptance subject to contract is a conditional acceptance which is not a valid acceptance. Any acceptance which is made subject to a condition cannot create a binding contract until that condition is fulfilled.

Note that where such a term is used, there is a strong inference that each party is free to withdraw until such time as a formal contract is prepared and approved.

3.8.3.6. Termination of an offer

An offer can be terminated in four ways. These are:

1 By revocation

2 By lapse of time

3 By the death of the offeror or offeree and

4 By rejection.

(1) **Revocation:** An Offer can be revoked at any time before it is accepted. The general rule is that revocation of an offer before it is accepted involves no liability on the offeror.

(2) **Lapse of Time**: An offer lapses either after a fixed period for which it was left spent or in the absence of a fixed period, after a reasonable length, of time. In other words, where the offer will be terminated after the passage of that period of time or where no specific period, is specified, the offer terminates after a reasonable period of time.

(3) **Death:** Death of one of the parties to a contract can terminate an offer. Where an offeree receives the notice of the death of the offeror before acceptance, he cannot validly accept the offer.

(4) **Rejection:** Rejection of an offer by the offeree is another way of terminating an offer. Where an offeree rejects an offer, it becomes terminated.

3.9 Consideration

Another essential element in the formation of contract not by deed or under seal in addition to offer and acceptances is consideration. Unless an agreement is under seal, it cannot be enforced by a party that has not furnished some consideration. This is often referred to that the "consideration must move from the promisee to the promisor".

There must be an exchange of either promise or net. Normally consideration takes the form of a payment of money; it could consist of some services to which the promisor agrees. In CURRIE V MUSA (1875) L.R. 10 EXCH 153 Lush J defined consideration as "a valuable consideration in the eye of the law which may consist of some right, interest, profit or benefit accruing to one party, or some forbearance, detriment, loss or responsibility given, suffered or undertaken by the other.

Thus consideration does not only consist of profit by one party but also exists where the other party abandons some legal right or limit his legal right to act in the future as an inducement for the promise of the first.

Consideration can be in form of detriment for instance, where Ade gives an undertaking to a bank and in consideration gives a third party loan. If the third party fails, the consideration is a detriment.

3.9.1 Types of consideration

Consideration may be Executed or Executory. Consideration is executed where one party performs an act in fulfilment of a promise made by the other. For instances in a unilateral contract, Ade offers a reward to anyone who provides certain information or produces the cost of certain goods.

Consideration is executory where there is an exchange of promises to perform acts in the future. Executory consideration happens quite often in commercial transactions where delivery and payment are to be made in future.

Consideration must not be past: The giving of a promise or the performance of the act stipulated for in the contract exhausts the promise given in return. Thus any further promise made subsequently by any of the two parties without fresh consideration from the other party, is not actionable. Such a promise is said to be given upon past consideration.

See AKENZUA II OBA OF BENIN V BENIN DIVISIONAL Councils (1959) W.R.N . 1

The court held that the Oba's services in getting the four forest reserves released took place before the resolution granting him the exclusive use of one of them. In the absence of prior promise, he had furnished no consideration whatever to the councils subsequent promise. The Plaintiffs consideration in obtaining releases of the forest was, therefore, past.

Adequacy of consideration: The basic rule is that consideration need not to be adequate but it must be sufficient. Thus a consideration is sufficient, if it is something requested by the promise from the promise. For instance, if a person agrees to sell his 505 Peugeot Station Wagon for N100.00, the contract is valid and an enforceable agreement against him in the absence of fraud, duress or undue influence. A promise has no legal effect if the consideration has no economic value. See THOMAS V THOMAS (142) 2 O.B. 851

3.9.2 Intention to create legal relations

Intention to create legal relation is a necessary independent element in the formation and it is essential in all contracts. Where the intention is present, the contract will be actionable. In a situation, where the conduct of the parties negates any intention to create legal relation, the court will decline to find an enforceable contract.

Domestic or Social Agreements: There is presumption in law that the parties to domestic and social engagements do not intend to create legal relations. The best illustration is agreement between husband and wife.

In SPELLMAN V SPELLMAN (1961) 1 WLR 921, where a husband promised to buy his wife a car to improve their strained relations, he bought a car through hire-purchase agreement, but he refused to transfer it to his wife. The wife sued him to enforce the agreement. The court held that this was purely-a domestic agreement not intended to create legal relation.

In MORRIS V MONROVIA (1930) I WACA 70 a woman who had lived in concubinage with a man sought to recover the money she contributed to the building of their home. The court held that there was a presumption that the money was a gift unless there is

clear evidence to the contrary; the contribution would be deemed for their mutual benefit without any contemplation for claiming a return by the other party.

Also the agreement between parent and child, there is also the presumption that it involves no contractual intention. See JONES V PADAVATTON (1969) 1 WLR 328

3.10 Commercial Agreement

There is a strong presumption of contractual intention in commercial agreement. This presumption may generally be rebutted by express or implied words. Thus, in ROSE & FRANK & CO. V CROMPTON BROS, the parties provided that a sole agency agreement should not be subject to legal jurisdiction in the law courts. The House of Lords stated that the clear words used rebutted the presumption of legal consequence.

There are two instances where the defendants have advanced the plea of absence of contractual intention. These are:

(i) **Mere Puffs:** This is where the parties assert that the promises was a mere puff. In such a situation, it is the test of a reasonable man that is applied to determine whether the promise is a mere puff or not. For instance, advertisement which claims that Cadbury Bournvita will make the drinker the fastest runner in the world or those who use Pepsodent Toothpaste will become successful business person.-Such claims are mere puffs too wild and incredible for anyone to believe.

(ii) Agreement containing a clause that expressly excludes contractual intention: A good example is football pool agreements stated to be binding in honour only. There is always a clause in football coupons which states:

"It is a basic condition of the sending in and acceptance of every coupon, that it is intended and agreed that the conduct of the pools and everything done in connection therewith and all arrangements relating thereto shall not be attended by or give rise to any legal relation enforceable, or the subject of litigation, but all such arrangement and transactions are binding in honours only" In LESS V SHERMAN POOLS (1957) W N 70 the court held that the action was not maintainable because the rules governing the entry which contained an 'honour' clause negative any contractual intention.

See in AMADI'S V POOL HOUSE GROUP & NIGERIA CO (1966) 2 ALL NLR 254. The court held that the "honour clause" operated to exclude any contractual liability.

Collective Agreements: This is an agreement between a Trade Union and an Employer regulating rates of pay and condition of work.

3.11 Capacity

As a general rule, any person is capable of entering into contract or all person of full age are capable. However, some classes of persons are rendered incompetent in law to enter or has limited contractual capacity. These are corporation, infants, women, persons of unsound mind, drunkard, aliens and illiterates.

Infants: At common law, an infant is a person who has not attained the age of maturity, which in the case of Nigeria is 21 years age. Under the infant law, an infant means a person under 21 years of age. However, under the customary and Islamic Law, the contractual capacity of an infant depend on his/her physical capacity and maturity. Thus in LABINJO V ABAKE 5 NLR 33 the court stated that the contractual capacity begins at puberty.

In FOLATAV DOWOMA (1970) NMLR 105. It was held under Moslem Law that maturity is determined by physical maturity

Two contracts are valid on an infant. These are contracts of:

(i) Contract of Necessaries

(ii) Contract of service that are beneficial.

Contract of Necessaries: The English Sale of Goods Act 1893 Section 3 defines necessary goods as goods suitable to the condition of life of an instant and to his actual requirement at the time of sale and delivery. In other words an infant is obliged to pay for necessaries, not just when they are sold but when they are delivered to them.

Note that the good must be suitable to the condition in life of the infant requirement at the time of sale and delivery.

In NASH V INMAN (1908) 2 KB 1 the defendant was an undergraduate at Cambridge. He was sued by the Plaintiff, a tailor for 122 pounds 19 s being the value of clothes supplied to him. The defendant was an infant at the time of sale and delivery, and he already had an adequate supply of clothes suitable for his condition in life. The court held that an action to claim failed because the tailor did not adduce evidence that the clothes were suitable to the condition in life of the student.

In PETERS V FLEMING (1840) 6 M & W 42 a watch was held to be necessary for an undergraduate, but the question whether gold chain was necessary was left to the jury, for it depends on his station in life. What is necessary for an infant from a rich and well to do family will not be for an infant from poor family, It is a question of fact whether goods are capable of being necessaries and the process involves the status of the infant in life.

However, goods supplied to an infant for purpose of trading may not constitute a contract for necessaries.

An infant may enter into contract of apprenticeship, services, education and instruction which may help him to acquire knowledge in the field of his profession.

Note that such a contract must however substantially be for the benefit of the infant.

Contracts which are absolutely void on infants

The Infant Relief Act, render certain contract absolutely void. These are:

(i) Contract of loan or advancement or bank overdraft.

(ii) Contract for goods other than necessary goods and;

(iii) Account stated.

Illiterate Person

An illiterate is like any other person who can make an oral or written contract. Where the contract is oral, his position is not different from that of any adult person.

Thus, in PZ CO. LTD. V GUSAU & KANTOMA (1962) 1 ALL NLR 242 P244 an illiterate is interpreted to mean "illiterate in the language used in the document under consideration.

However, the illiterate Protection Ordinance provides in Section 3 to mean a person who is unable to read the document in question in the language in which it was written subject to the provision that the expression includes a person who though not totally illiterate, is not sufficient literate to read and understand the contents of the document.

3.12 Language of contract

I believe contracts can be considered a sub-genre of legal text. They are drafted for a special purpose; they seem to have a distinctive from that of legislation or wills. in English, there are even term special for contracts.

The actual wording of a contract only becomes important when a dispute arises and litigation is at hand.

3.13. Style

When comparing an average English or U.S contract to a continental one, the first striking difference is their length. What a civil law contract says on four pages the common-law contract takes twenty. There seems to be great deal of explanation, qualification and limitation in the common law contracts and even the legalese differ from contract to contract. By contrast , civil law contracts seem to be much shorter with less legalese that is almost identical from contract to contract and even many provisions are quite similar in various contracts (see example Steven Roy 2006: 116-221)

What makes the civil-law contracts to be so much shorter than the common-law ones? Steven Roy 2006 compare U.S contract to German ones.

English law is predominantly statutory and statutes are the main sources of law. When concluding a contract, parties should always bear in mind the imperative provisions of the statutes which should be adhered to.

The English law also allows just a reference to another document – or even a customary rule (such as the "general business terms") to include it into the contract.

3.14 English contract is as follows

The layout of English contract is as follows.

It has a custom of giving titles to individual sections. The basic sections of a contract are:

- Title - description phrase identifying the type of undertaking
- an introduction identifying the parties to the transaction
- recitals- historical and economic reasons for concluding the contract, sometimes closely defining the nature of the parties business. In English this section is sometimes introduced by the word Whereas:
- Definition of terms used in the contract- an English feature slowly finding its ways into other legal languages;
- Operative provision containing rights and obligation, usually introduced by a performative verb.
- Various provisions (on applicable law, expressing the consideration, giving guaranties)
- Testing clause - sentence introducing the signatures sometimes containing the date and place;
- Signature lines
- Schedules (annexes) in case the contract refers to them;

3.15. Specific sections of English contracts

Recitals

Although sections defining the business or declaring special character of the parties may be found in the contracts recitals are typical of English contracts. They are usually introduced by

the word whereas (meaning given the fact that or as, not in the essence of indicating contrast) and often at great length explain the background of the transaction.

Following examples are taken from the share purchase agreement.

Whereas

The seller has agreed to sell the shares (as defined below) and to assume the obligation imposed on the seller under this agreement;

The Purchaser has agreed to purchase the shares and to assume the obligations imposed on the purchaser under this Agreement.

Entire agreement clause

By this clause (sometime called whole agreement or merger clause) the parties express their intent to be bound by this contract only.

Whole Agreement

This Agreement contains the whole agreement between the Seller and the purchaser relating to the subject matter of this Agreement at the date of this Agreement to the exclusion of any terms implied by law which may be excluded by contract and supersedes any previous written or oral agreement between the Seller and the purchaser in relation to the matters dealt with in this Agreement.

The Purchase acknowledges that is not been induced to enter this Agreement by any representation, warranty or undertaking not expressly incorporate into it.

So far as is permitted by law and except in the case of fraud, each of the Seller and the Purchaser agrees and acknowledges that its only right and remedy in relation to any representation, warranty or undertaking made or given in connection with this Agreement

shall be for breach of the terms of this Agreement to the exclusion of all other rights and remedies (including those in tort or arising under statute)

Clause 15.2.1 to 15.2.3 this Agreement" includes all documents entered into pursuant to this Agreement.

Consideration clause

If there is a consideration in a contract it is usually not stated in a separate and titled section. An English contract consideration may look like this.

Consideration

Amount

The consideration for the purchase of the under this Agreement shall be an amount in cash equal to the sum of:

1000 (the closing amount) and the Net asset adjustment.

Interpretation clause

Sometimes, after definition clause there may be provisions on what rules should be followed when interpreting individual terms of the contract.

Singular, plural, gender

Reference to one gender includes all gender and references to the singular include plural and vice versa.

Language clause

(It is not legal English specific)

In case the transaction is concluded between parties of different language background in two languages, the text of the contract may contain a provision stating the relationship of the two language versions.

3.16 Syntax

The English of contract encompasses all the vices of legal English that have been discussed in previous chapters. The syntax is lengthy and complex, often lacking punctuation and often introduced or divided by archaic words such as thereinafter or hereto. The verbs are either in present tense or in future tense, very often using the archaic shall. To assure absolute precision in meaning the word are often repeated and certain terms are capitalized.

The English contract is fairly simple, often avoiding lengthy sentences, and making use of structuring the articles into numbered lists. The rights and obligation usually imposed by present or less often by future tense dynamic verbs are often used (undertakes on obligation).

3.17 Lexicology

Apart from the general legal terms used in various legal texts, legal English in contracts makes use of numerous words that have an ordinary meaning and a technical meaning, which may cause understanding problems and subsequent mistranslation. Such legal terms frequently encountered are: consideration (its meaning discussed above), performance (the doing of what is required by a contract) remedy (legal means whereby breach of a right is prevented or redress given), conditions (fundamental term of the contract) or warranties (term of a lesser important than a condition) As stated before, English contracts a section determining the precise meaning of terms used in the text of the contract to ensure legal certainty. It should not be forgotten that they are definitions by agreement. Naturally each contract may define one and the word differently therefore it is no use for a linguist often dealing with such contract to use the definition sections as glossaries.

Contracts are the original source of the conjoined phrases (such as null and void), endless lists of near synonyms and various formula (Whereas provided that) which are so typical of legalese.

Legal terms appearing in English contracts do not differ from terms used in other legal genres. Because they do not usually contain the definition section, they are full of omnipresent references and cross-references to the individual section or articles under article, pursuant to article, subject to article) that help to identify particular expressions or terms used.

The Seller undertakes to deliver goods in accordance with Article hereof always at the latest within 14 days upon the delivery of order pursuant to article 2 hereof (text B)

This approach aims at precision: the English contracts do this by defining the terms at the beginning of the texts and subsequent capitalization of such defined expressions: the contracts use to the reference. Moreover, the terms used in contracts should be in accordance with their statutory definitions or – in case there are none – with their customary (idiomatic) use.

3.18. Lexis

To deal with legal lexis it may be useful to systematize it Simon and Wells (2004: 40-52) classify it as follows:

1. Functional items – grammatical word and phrases that have no direct reference either in reality or conceptual.
2. Symbolic (or representational) items all the terms that refers to things or ideas in the world of reality. This group can be further divided into: purely technical terms, semi-technical terms and shares common or "unmarked" vocabulary.
    a) Purely technical terms found exclusively in the legal sphere that has no application outside. They can be one-word term (barrister) or whole phrases

(bring an action). Some of the theories argue that these terms are so closely related to the legal system that they cannot be translated, but only adapted.

b) Semi-technical or mixed terms: words or phrases that have acquired additional meaning in addition to their common meaning (issue, consideration) their number is constantly growing to meet the developing needs of the society.

c) Everyday vocabulary found in legal texts (paragraph, subject-matter).

Legal English lexis – especially the purely technical terms and semi-technical terms comes from various origins. Because legal English is a product of its history, various influences can be traced in contemporarily legal language. The eldest part of the legal lexis is Anglo-Saxon such as bequeath, manslaughter, oath or writ. Besides vocabulary, typical Anglo-Saxon feature – alliteration – is to be found in legal English, it usage is closely linked to the original magical nature of law but it can't be still (and often) found in legal texts and seems to have acquired some kind of terminological value. Rest, residue and remainder, to have and to hold, hold harmless etc... There are also Middle English words that nowadays survive only in legal language; aforesaid, thence, there – and here words etc. (Mellinkoff 1973:35)

Despite the native origins of some of the most characteristic legal terms, legal English draw on numerous Latin or Latinized terms. There are dozens of phrases that still have their place in everyday legal discourse and because of their Roman Law origin they are often common to the Civil law system as well (lexfori, bona fide, res iudicata, restitution in integrum). Some of these phrases have their calque version that may be used alongside the Latin one (bona fide or good faith, morscivilis or civil death).

Although numerous words of Latin, Anglo-Saxon or Viking origin may be found in legal English, it may be argued that the main influence for the development of legal language is to be attributed to Norman and later to French. French used to be once the language of the royal

courts. Despite several attempt to return to legal English (for example the 1362 stature of pleading which although itself written in French forbade using French in lawsuits) French remained in use until 1731, when it was together with Latin banned from being used in legal proceedings. A vast amount of the most basic legal vocabulary is of French origin (appeal, complaint, evidence, judge tort or verdict, and real law French words such as estoppel or alien in the sense of transfer). French influence may be also seen in some legal phrases following the following the French way of putting an adjective after the noun (attorney general, fee simple) or in creating neologisms by adding an –ee ending (lessee condemned) to a verb.

From what has been just said might follow the legal English is not "English" at all especially when considering that the word law itself is derived from the norse word for "lay" and means "that which is laid down"

Although legal language seems to be very old-fashioned at first sight, lawyer can be quite creative when it suits their purpose (as Tiersma writes) and can create neologism such as palimony, zoning or hedonic damages.

A special feature of legal English of Anglo-Saxon origin is the conjoined phrases or multinominal expressions. Some of them are alliterated as for example the rest, residue and reminder, some of them are not, such as last will and testament. These phrases consist of synonyms. It has been argued that one of the justifications of such language behaviour is the never ending quest for absolute precision. But as Mellinkoff says, this may not be the case; the phrase law Will and testament is not as precise as plain will and when one of these words is used, the other is superfluous (Mellinkoff 1973.80-85) Perhaps a more sound justification for the wordiness of legal English is derived from its advertisement nature. Tiersma (2009:25) says that

> virtually any legal document is liable, a some point in its existence, to be picked apart by an opponent eager to exploit a loophole or ambiguity in hopes of wiggling out of an agreement or contesting a will. The question arising when dealing with these conjoined phrases is whether they really present a redundant overflow of words whether they constitute a special kind of term. But an answer to this question would be outside the scope of this thesis.

3.19 Purpose/demand for contract correspondence

Lord Keynes thought that there are some logical multifarious and multidimensional motives why parties or people demand for contracts or why people prefer to enter into contracts.

3.19.1 Interactional motive

People socially believe that interaction with other bring impartation or influence positively or negatively. Contract of course, influences people to live godly life styles, however people you relate with can impart good virtue into you or wield a strong positive influence on you. Nobody is an island existing alone. Parties or people must interact socially, economically, culturally, religiously, educationally etcetera.

3.19.2 Speculative motive

Presumably opportunities do arise from time to time whereby people or parties who enter into contract utilize it to their own advantage. Many rich people hold or enter into contract in anticipation of such occasions. Speculative motive is function of interest rate.

3.19.3 Promissory motive

People hold contract on promissory motive envisaging that the future might be better off than the present occasion or situation. That is to say, whatever obligation or challenge before then will be taken care of appropriately.

3.19.4 Transactionary motive

People or parties also hold contract or enter into it so as to use it affect their daily needs such as house rent, collateral security, social welfare, hire purchase facility and any other transactionary motives.

3.19.5 Transparency motive

People enter into contract for transparency sake. If the parties don't trust each other or one another especially people of dubious character or criminal tendency. Commitment of parties into transparency motive cannot be over emphasized.

3.19.6 Morality motive

This is principle concerning right or wrong, or good or bad behaviour it is quite obvious and often said that those who must come with equity must come with clean hands. Parties or people transacting contracts of any kind must embrace sincerity, honesty and consideration of purpose.

The philosophy and the ethic of moral behaviour is the back bone of any contract.

3.19.7 Precautionary motive

Parties or people usually enter into contract so as to use it against unforeseen contingencies as accidents and unexpected happenings. This will enable people to exercise extra ordinary cautions.

3.19.8 Contrition motive

Another significant purpose of contract correspondence is CONTRITION. The parties (the speaker and the hearer) will come before the legal court with penitent hearts as they look at the disagreement that had befallen them. They would not see it as a mere personal issue but a collective responsibility. They offer peace settlement or collaboration and repent of their action against the contract.

3.19.9 Interpersonal-relation motive

The parties usually show or demonstrate concern for the precarious future of their relationship. Of course, relationship with other parties is the most fundamental principles of our lives because we are innately social and are shaped by own experiences with other.

Professional relationship is a business or formal interactions between business parties, operation-customer etc. Regardless of types, inter personal relationships need to be nurtured and maintained. Therefore, don't spare any effort to impact everyone you meet or have affinity with positively.

3.19.10 Compassion motive

Contract correspondence usually enhances compassion. They realize that justice must be carried out with compassion because court of law does not take delight in destroying people. Though it chastises, it is to bring such transgressors back to justice.

3.19.11 Commitment motive

Of course, commitment is another purpose of contract correspondence the parties, offerer, offeree speaker or hearers must demon state strong and unalloyed commitment to their agreement.

3.19.12 Reconciliation motive

Conciliation is a pillar of contract correspondence. That is to say that party must make peace with the estranged party and send representatives or a mediator (solicitor or advocate) who speaks peaceably and assure them of safety and acceptance into the fold of reconciliation.

3.19.13 Cooperative and mutual understanding motive

There must be cooperation. The entire parties must remain together with themselves until they had found solution to their problem. When there is a problem in the contract, every member or party is expected to demonstrate needed compassion, commitment, care and cooperation to find solution.

3.20 Summary of the chapter

This chapter explored the origin, etymologies, historical background of law and the factors that have largely contributed to the growth, development and transformation of the present– day characteristics of English legal documents, in particular, the structural complexity. Due to the influences of the Anglo-Saxons, Celts, Danes, Normans, Latin, French etc. mentioned above, English legal vocabulary is multi-layered in its origin. The sentences are complex and even the layout of the documents carries the traditional traits.

The chapter has also discussed the transition to modern legal English, the language of simplified legal document and shows that these typical features of English legal language are deep-rooted. In the past, the way in which legal documents were drafted centuries ago are still applied today for the sake of habit and tradition and for the need for precision. Sometimes, though, there may be a tendency to overcome such reverence to tradition and make legal English more comprehensive to the layman. The linguistic description of legal register and its domain were described in terms of lexical, syntactic, prosodic and discourse features. It also discusses the law of language. The chapter concludes with the contracts and law, characteristics of contract, the language, style, purpose / demand for contracts

CHAPTER FOUR

THEORETICAL FRAMEWORK

Introduction

This chapter critically examines the relevancies of major theoretical frameworks to the study. It explains the significance of pragmatics to the study and its relationship with semantics and speech Acts theory. It also explores Felicity conditions, implicatures, conversational maxims and the concept of cooperative principles. The chapter focuses on the speech acts theories of J.L. Austin (1962), Searle (1969), Bach and Harnish (1979) and Allan (1986) approach respectively.

Finally, the study adopts Searle's speech acts theoretical framework as the model for the study because of its indirectness, comprehensiveness, consistence and logicality.

4.1. The significance of Pragmatics to the study

The purpose of this chapter is to present the facts of pragmatics as a full-fledged discipline which requires its own separate methodologies. Here also the study proactively and critically examines the speech acts theory, the concept of cooperative principle, the similarities as well as differences between semantics and pragmatics-two disciplines concerned with the study of meaning.

4.2. Definition of Pragmatics

The origin of pragmatics as a full-fledge branch of study is not far-fetched. Of all the major areas concerned with the study of human language, pragmatics has been the last to be systematically investigated by linguists. The other two major areas: semantics, and particularly syntax have received considerable attention by researchers/scholars.

The definitions of pragmatics diverge widely, reflecting Scholars' different perspectives on the field. From a historical perspective, the earlier definition of pragmatics is from Morris (1938). In his attempt to delineate the three branches of semantics (the study of signs), which he identified as syntax, semantics and pragmatics, Morris (1938:6) defines pragmatics as "*the study of the relations of signs to their interpreters*".

Pragmatics is interdisciplinary. Carnaps' definition, which immediately followed Morris's, is more or less a paraphrase of Morris's, providing little extra information. Carnaps (1938:2) asserts that "*a study belongs to pragmatics is the object of study is language involving the speakers, an analysis of the expressions and their designate is semantic while a study of the relation between the expression is syntax*."

After reviewing several definitions and finding none satisfactory, Levinson (1983:32) concludes that "the most promising definitions of pragmatics with meaning, minus semantics or a theory of language that takes context into account in order to complement the contributions that semantics makes to meaning."

From the view of the continental school, pragmatics is the study of language use (of Yule, 1996, May, 1999; Grundy, 2000): Ziran, (2003) and the International Pragmatics Association define pragmatics, as the study of meaning in context. Of course pragmatics is concerned with HOW words are used and WHAT speakers mean. Sentence meaning and speaker's meaning are not always in consonance. For example, one who says, 'Is that your son? may be any of the following:

(a) I don't know you have a son.

(b) So you're married and now have a son

(c) What a handsome boy you have

(d) Take him away from the sugar mummy (or any other source of danger)

(e) He is a good boy.

The implication is that an expression can have various meanings ranging from admiration, to disapproval, warning etc. Generally, it is the context of use (events, participants, objects etc) intonation (The way it is said), that informs the listener's interpretation. For example, would you like to eat? Said by a mother to her little son may not be interpreted as a question (which is literally what it is) but as an invitation to eat.

The word "please" which is often regarded as a polite expression may not always be. For instance:

"Mind your language, please.''

May be a reprimand, an expression of anger (in spite of the 'please') if the speaker had felt insulted. In which case the addressee is not being cajoled. Somebody who wants to have his car washed, may, taking into consideration his relationship with the addressee, say any of the following:

(a) Look at that Jeep

(b) My Jeep please

(c) Water for my Jeep

(d) The dirty Jeep over there

(e) Don't you think that Jeep needs some washing

(f) Please, do help me wash the Jeep, etc.

Thus, any analytical approach in linguistic meaning which involves contextual considerations belongs to pragmatics.

Put more succinctly, pragmatics studies those variables that constrain or govern speakers' choices in verbal interactions, and of course the effects such utterances have or are

intended to have on the hearers. The variables or factors include: the speech event and the range of acts performed with them, the participants their relationship and shared background knowledge as they affect what is verbalized or unverbalized (the choices they make), and how they make meaning of it (see Adegbija, 1999).

Obviously, the general study of how context affects or influences the linguistic interpretation of meaning is pragmatics. It is a linguistic performance, the cognitive, social and cultural study of language and communication. Pragmatics has to rely on close cooperation with other disciplines sociology, psychology, philosophy, logic and mathematics; information and system theory.

Despite the divergent views above, pragmatists generally agree that pragmatics is concerned with the study of language as a goal-directed verbal process. It is therefore quite clear that pragmatics studies more of how language is used than language itself.

4.3. The Scope of Pragmatics

From the discussion above, it is already apparent that many research areas have to be linked with pragmatics (Verscheuren 1995, 1999). Some of these include: context, speech acts, indexicality or deixis, reference, implicit meaning or implicature, presupposition, and politeness.

4.3.1. Context

Context is so difficult to define because it embraces the social and psychological worlds in which users of a language operate at any given time. Context fills the gap between what is verbalized and unverbalized. Fetzer (2010) categorizes the contextualization cues above into three: linguistic context, cognitive context and social or socio-cultural context. Let’s examine each briefly.

4.3.2. Linguistic Context (Co-Text)

This refers to the actual language used in a discourse. It comprises the words, phrases, clauses, sentences and even texts within which an utterance is embedded. Here, context is seen as a logical and global adjacency.

4.3.3. Cognitive Context

This implies a set of premises, namely, true or possibly true mental representations, contextual assumptions, propositions. Cognitive context refers to the set of activities going on in the mind of a text producer and interpreter.

4.3.4. Social and Socio-Cultural Context

This refers to the participants in the discourse, their age, social relationship (as for example, teacher-student, husband-wife), the immediate physical environment of the discourse, the mode and medium (whether speech or writing); time and the culture of the participants. All these affect utterance production and interpretation. The 'context' of an utterance is often necessary in order to understand the meaning of expressions.

The knowledge of pragmatics is a necessary skill for interpreting the meaning of expressions. We often discover as competent speakers of our language that the pragmatic meaning (i.e. the interpretation given to an expression by the speaker) may not necessarily coincide with the literal linguistic meaning of the same expression. For example, the literal linguistic meaning of the expression *an empty cup* is 'a drinking container with no content'.

But someone who says

My cup is empty.

May perhaps (depending on the situation) want his cup refilled, so that he could continue to drink. Again, we know what cold room means.

But someone who says

It is cold here.

might imply that

(a) It is ideal for his comfort or

(b) It is not ideal for his comfort, and therefore might want the room to be heated up by whatever means.

Whereas the linguistic meanings of the expressions are often explicit, those of the pragmatic meaning are implicit. Implicit meanings are those which are not clearly stated in words, but which can be understood. There are three basic factors that enable the hearer to discover the implicit meaning of an expression.

The first factor is the *situation* in which the utterance is produced. In spoken communication where both the speaker and the hearer are physically present and interacting, it is no longer necessary for the speaker to bother himself with providing too much detail. Hence quite a lot of information is conveyed implicitly. Some aspects of the information can also be rendered via non-linguistic means such as facial expressions, head nodding, gesticulations, etc.

The second factor is the *shared previous knowledge or common cultural background between the interlocutors* (i.e. the speaker and his listener). There are certain aspects of meaning that are taken for granted because both the speaker and the hearer share similar background knowledge about the subject-matter of discourse.

The third factor is *the linguistic context in which a particular expression occurs*. What precedes or follows apparently vague expression might lead the hearer to the speaker's meaning of that expression. In other words, implicit meaning is recoverable from the surrounding linguistic environment in which the expression is recorded.

Pragmatics takes into account such notions as the intentions of the speaker, the effects of the speaker's utterance on his listener, the implications that follow from expressing something in a particular way, and the knowledge and beliefs about the word upon which both the speaker and his listener rely when they interact. In the broadest sense, pragmatics is concerned with all aspects of language use, understanding, and appropriateness of expressions due to context. Pragmatic considerations may influence our choice of sounds, grammatical construction, or even vocabulary from the resources of our language. For example, in French, there are two forms of the second person singular pronoun: *vous/tu*. Whereas *vous* is used in the informal situations, *tu* has an additional meaning of 'intimacy', and therefore given to any of these two forms is context-dependent.

Choices made between alternative expressions in terms of formality considerations may be entirely pragmatic, and therefore has nothing to do with the grammaticality of the expressions concerned. A sentence (depending on the situation) may be rejected not necessarily because it violates certain pragmatic rules about usage. What this means is that pragmatic error may not necessarily mean grammatical error. Sentences which may not break any grammatical rule may turn out to be pragmatically odd depending on the context in which they are used.

4.4. Felicity Conditions

Austin (1962) asserts that there are some criteria which must be satisfied by a speech act if it is to be successful (i.e. to achieve its communicative purpose) and non-defective. These requirements which are necessary in the accomplishment of illocutionary act are referred to as *felicity* or *appropriateness conditions.* Felicity conditions have been divided into three broad classes. They *are preparatory, sincerity, and essential conditions.* In what follows, we shall examine them one after the other.

a) Preparatory Conditions: Preparatory conditions otherwise known as *prerequisite conditions* are those requirements which specify that the person performing a particular speech act must have the right to do so. Verbs such as *fine, baptize, pronounce, arrest, sentence,* etc., are pervasive in such cases where the person using any of them to bring about a sudden change in the state of affairs in the world must be empowered by some authority to carry out the act. For instance, one cannot say to another person that

I hereby arrest you.

Unless one has the right to do so at a particular time and place. The fellow doing the arrest must be authorized to do so. But if the person performing the act does not have the right to do so or exercises his right in an inappropriate situation, then preparatory conditions are said to have been flouted. Hence the act is declared null and void or what Austin (1962) refers to as a misfire. When there is a misfire, the desired perlocutionary effect cannot be produced.

b) Sincerity Conditions: These pertain to whether the fellow performing, an act is doing so sincerely with all good intentions and that he is not lying. If the fellow performs a speech act insincerely, then the sincerity conditions have been flouted. Hence the fellow who performed the act is guilty of what Austin (1962) refers to as an abuse. Speech acts must be performed in a sincere manner. Verbs such as *apologize, vow,* etc., are effective only if the speaker means what he says.

c) Essential Conditions: These relate to whether the speaker is truly committed to the act that he just performed. When somebody performs a speech act, it is necessary for the fellow to be committed to certain beliefs or behaviour for having performed that act. If for instance, somebody has requested for something, it is necessary that he should be willing to accept it when the item he requested for is offered to him at the appropriate time and place. If on the other hand , the speaker conducts himself in a manner that is inconsistent or incompatible

with the intentions to which he is committed , then he has flouted essential conditions, and therefore guilty of what Lyons (1977) calls *a breach of commitment*. A speaker's failure to stick to his commitment in a speech act is like one breaking a promise.

4.5 Implicatures

The term *implicatures* was first introduced into language studies by a philosopher known as H.P Grice in 1975 to refer to the meaning attached to an expression over and above what is actually said (i.e. what is literally expressed by conventional sense of the linguistic expressions uttered). The essence of implicatures is to account for what the speaker can imply, suggest, or mean, as distinct from what he literally says, i.e. what is overtly expressed. So, the notion of implicatures rests upon a distinction between what is explicitly said and what is implied (i.e. not overtly expressed). As native speakers of our language, we do often notice that there are certain aspects of the meaning of utterances which are not directly observable from their linguistic contexts.

Let us examine the following dialogue between X and Y:

X: I would like you to accompany me to Lagos on Friday.

Y: My elder sister weds that day.

As speakers of English, we can infer from Y's response that X's request is not granted. Y's elder sister's wedding is an excuse for not accepting the offer from X. This implied meaning of refusal is not directly deducible from the linguistic contents of the expression. A much more direct refusal would have been something like:

I'm sorry, I'll not be able to go, because my elder sister weds that day.

Every conversation is guided by some unwritten rules which influences the form or flow of conversational exchanges. Such unwritten rules or conventions are known as conversational maxims. Conversational maxims are those rules which people follow or obey during a talk-exchange. The use of conversational maxims to imply meaning is known as conversational implicatures. In a conversational exchange, participants must cooperate in order not to flout the conversational maxims. The ability of the participants in a conversational exchange to respect the demands of conversational maxims is known as co-operative principle.

Grice (1975) recognizes four major types of conversational maxims. They are the Maxim of quantity, Maxim of Quality, Maxim of Relevance, and Maxim of Manner. We shall discuss them one by one.

a) The Maxim of Quantity: the speaker is required to give as much information as is necessary. He should not make his contribution to the subject matter of the conversation more or less informative than is necessary. His contribution must be as detailed as is required. If the speaker makes his contribution more or less informative than is needed, the Maxim of Quantity is violated.

b) The Maxim of Quality: Participants in a talk exchange must say that which they believe to be true, and not that which they know to be false. Whoever is making contribution in a conversation must speak truthfully, because their listeners are likely to quote them in another situation.

c) The Maxim of relevance: Participants contribution in a talk-exchange must always have direct connection or relevance to the subject-matter discourse.

d) The Maxim of Manner: Participants contributions in a talk-exchange must be presented in a careful and orderly manner. The Participants must avoid " unnecessary

prolixity" (Grice 1975). Participants must say things briefly as long as meaning is not impaired. They must take turns to speak. A speaker must yield the floor at the appropriate time to allow another participant to assume the right of speaking best.

4.6 Meaning, context and communicative competence

Although there has been an ever-growing interest by linguists to account for the nature of human language, explicit attempts within recent linguistic theory to explain the relations between language and context that are basic to the understanding of language have been relatively small. A number of reasons have been advanced as to why context was excluded in the study of human language, particularly semantics.

A) It was claimed that there are some theoretical as well as practical difficulties in dealing with context satisfactorily. Since there is no objective way of dealing with context as regards its influence on meaning, it was felt that context should be excluded from any empirical investigation of the facts of human communication system.

B) It was believed that context had no significance in human communication, since the meaning of a sentence (in terms of whether it is ambiguous, contradictory, anomalous, etc) can be determined devoid of context.

C) It has also been argued that the meaning of a sentence is independent of the context in which it is used. After all an individual already knows the meaning of a sentence prior to its occurrence in a given context, a speaker of a language ought to know the different meanings of all the normal expressions in his language even before he uses them in concrete situations.

D) There is also an argument that the study of meaning can progress uninterrupted without taking any contextual factors into account. The reason for this argument is that the

inclusion of context in the study of meaning will make an open minded endeavour, since the world of experience include the sum of human knowledge and belief.

Although some scholars are sceptical about the relevance of context in the study of meaning in communication, recent researches in communication studies have clearly shown that large segments of human communication system cannot be adequately accounted for by paying attention only to the structural relations existing amongst units of the sentence. Communication experts have now come to realize that context is indispensable in accounting for certain facts about meaning in human communication system. As a matter of fact, for the hearer to properly decipher the meaning of the speakers utterance, he must be able to refer to the assumptions about the social context of the utterance, as well as other implicit assumptions that underlie the utterance so produced.

A competent speaker of a language does not only acquire the knowledge of the grammaticality of sentences in that language; he must also acquire the competence "as to when to speak, when not to speak, and as to what to talk about, with whom, when, where, in what manner" (Hymes 1971:30)".

So, learning to speak a language means acquiring all the knowledge that the native speakers have about the world.

As competent speakers of our native language, we often encounter sentences which obey all the syntactic rules of sentence formation, but which are pragmatically odd, and therefore unacceptable because they present propositions which run contrary to our knowledge about the world.

Let us examine the following sentences:

My wife appreciates my problems.
My dog appreciates my problems.
My duck appreciates my problems.
My Computer appreciates my problems.
My birthday appreciates my problems.

Whether any of the above sentences is anomalous or not, does not dependent on its syntactic structure, but on what we know about the intelligence of the nominal in the subject position. The lesson which we learn from the foregoing is that contextual factors must be taken into account by a communicator of any theoretical orientation, if he is to deal honestly and accurately with facts about human communication system.

A competent speaker of a language must not only possess a perfect understanding of the rules of sentence formation in that language, but also the ability to use sentences in appropriate situations considering all the variables that affect information flow. The ability of the native speaker "*to produce and comprehend contextually appropriate and comprehensible utterances"* in his language is known as communicative competence (cf. Lyons 1977:573). Any competent speaker of a language ought to know the possible range of alternatives offered him by his language to express himself at a particular situation. He must be able to match his utterances with situations in which they will be appropriate.

Lyons (1977) discusses the kind of knowledge that a competent speaker must possess in order for him to use sentences appropriately in that language, as we can see below:

a) All the participants in a speech-event must know both their deictic and social roles. Each of them must know when to assume the role of either the speaker or the hearer. The process of switching roles as either the speaker or the hearer is known as turn-talking. Both the speaker and the hearer must understand the communicative values of such deictic categories as I, you, here, there, this, that, these, those, etc. The speaker must also know his social standing vis-à-vis his hearer, and vice versa. The knowledge of the respective social status of the participants affect the choice of words by whoever assumes the role of the speaker. The choice of either tu or vous in French, for instance, depends on the degree of social distance between the speaker and his hearer.

b) All participants in a speech-event must know where they are in both space and time, as this will affect their choice of words.

c) Every participant in a speech-event must be able to assess the situation in which his utterance is produced. The choice of expressions is often affected by the degree of formality of prevailing situation.

Joos (1962), according to Lyons (1962;581), recognizes five degrees of formality , as follows: *intimate, casual, consultative, formal, frozen.*

Whether the above classification is accurate or not is not the issue for now, and that any utterance can be odd if used in an inappropriate situation.

d) The participants in a speech-event must know the appropriate (i.e oral, written, gesture, etc.) to transmit their messages in a particular situation

e) The participants in a speech-event must make their contribution to be relevant to the subject matter of discourse at a particular situation. They must know how to make their utterances to be relevant to the province and the domain to which the situation belongs. The registers chosen by the participants must be appropriate to the chosen field of discourse (i.e. profession).

4.6 The Speech Acts Theoretical Framework

Speech Acts Theory [SAT] owes its development to the Oxford philosopher John L Austin [*1911* – 1960] whose 1955 lectures at Harvard University were posthumously published as *How to Do Things With Words* [1962], Hence, in the words of Cooper (1973):

> It would be impossible to discuss speech conjunction with the word of J. L. Austin, the Oxford Philosopher who died prematurely in 1960. [1973:189]. However, The SAT has been tremendously been influenced then, such that there is a large corpus of literature on it. A prominent writer of speech acts has been John R.Searle [for example 1969, 1975, 1976].

The present study reviews the Speech Acts Theory [SAT] as developed by John L. Austin and John R. Searle. The study, however, settles for John R. Searle's classification and uses it for its analysis. According to Leech and Short [1981] "Searle's work is more recent" Mbisike [2007] says that the basic tenet of Speech Acts Theory is that:

> We use language to do things or to perform acts, and there are so many functions of, or ways in which we use speech, For instance, we use speech to advise, order, promise, request, assert, warn, criticize, apologize, and so on. Speech Acts Theory is meant to give an account of acts of speech, of utterances, [i.e., individual tokens of sentences in context]. Speech Acts Theory provides insights into our use of language [2007:258].

From the above, it would be discovered that the basic principles of the SAT is an attempt to use speech to do many things depending on what the speaker has in mind. Hence, in speech acts analysis, according to Crystal [1987] "*we study the effect of utterances on the behaviour of speaker and hearer, using a threefold distinction*."

4.6.1 Austin's speech acts theory

Austin's (1962) work is in many respects a reaction to some traditional beliefs about grammar which recognized four types of sentence functionally: statement, declarative, questions, command and exclamation, and influential attitudes to language. But which failed to tell us the effects of these on the hearer of the language. The attitudes according to Searle [1997] are derived into three and they are in his words:

a. That the basic sentence type in language is declarative [i. e., a statement or assertion]

b. That the principal use of language is to describe states of affairs [by using statements];

c. That the meaning of utterances can be described in terms of their truth or falsity [1997:223]

In the words of Odebunmi [2001], "*the pervading influence wielded by Austin's ideas on pragmatics has been traced to four factors*," these are:

a. The appearance of the most influential collection of Austin's papers [How to do things with words] was very timely coinciding as it did with a growing frustration within linguistics with the limitations of truth conditional semantics
b. Austin's writing is admirably clear and accessible.
c. Although over the year he refined and modified his ideas considerably, his work represents a consistent line of thought.
d. His work foreshadows many of the issues which are of importance in pragmatics today[2001;86]

Austin's approach to pragmatics and especially Speech Acts was developed as a reaction against the move to refine language that is, grammar. This refining is necessary so as to rid language of its imperfections and illogicalities which abound in the grammar of Latin of which the English grammar is fashioned after, and then come up with "an ideal language" Thomas (1996: 29) puts it better in these words:

> The response of Austin and his group was to observe that ordinary people manage to communicate extremely effectively and relatively unproblematically with language just the way it is. Instead of striving to rid everyday language of its imperfections, he argued, we should try to understand how it is that people manage to cope with it as they do [2001:87].

Austin was of the view that we perform certain action when we speak. This means that we do not just speak but certain actions are expected in our speech.

Hence, Odebunmi [2001] says that "*Language is not only used in saying things but in performing actions*.''

He emphasized at the beginning of *How to Do Things with Words* that "the business of a sentence can only be to "describe'' some state of affairs, or to "state some facts'', which can either truly or falsely. Austin reminds us that we perform all sorts of 'speech acts' besides

making statements, and that there are other ways for them to go wrong or to be infelicitous besides not being true.

Austin begins by noticing that some utterances that look like statements do not possess what is thought to be a necessary quality of statements – a truth value.

According to him: "Not only do such statements not describe or report anything, but the uttering of the sentence is, or is a part of, the doing of an action, which again would not normally be described as, or as just, saying something. [1962:5]"

Austin calls this a performative sentence, or a performative utterance, or, for short, a performative. He goes on to say that: "*The name is derived, of course, from 'perform' the usual verb with the noun ''action'' It indicates that the issuing of the utterance is the performing of an action.* [1962:6]"

In performatives, a speaker performs an action and according to Adeyanju [2007] "*a definite language function [Speech Act] is performed'' He goes on to say that ''a performative cannot be subjected to true/false value*.''

For example, "I name this baby David'', or I apologise for my lateness''. These two expressions, according to Odebunmi [2001], show that actions of naming and apology have taken place. He is of the view that different types of performatives exist. Other examples of performatives as cited in Schiffrin [1994] are as follows: "*I do [take this woman to be my lawful wedded wife] as uttered in the course of the marriage ceremony I name this ship the Queen Elizabeth-us uttered when smashing the bottle against the stern. I give and bequeath my watch to my brother-as occurring in a will. I bet you sixpence it will rain tomorrow.* [1994:50]"

The examples above all share several qualities. They include a performative type of verb. This type of verb realizes and performs or carries out a particular action when uttered in a specific context. Such a context, in the words of Schiffrin (1994) includes: "Setting [a

marriage ceremony, writing a will], physical objects [a ship, legal documents], and institutional identities; it may also require a particular response [a bet requires what Austin calls 'uptake''] [1994:50]

Austin [1962] insists that "performatives require not only the appropriate circumstances, but also the appropriate language'' Thus, Schiffrin [1994] says that "performatives meet certain contextual and textual conditions.

Austin claimed that these sentences are a kind of action. Thus, we insert an adverb *hereby* to stress the function e.g. I hereby request that you leave my property. In contrast, a non-performative, cannot be uttered in this way. For example, these two examples:

a. I cook this rice.

b. I hereby cook this rice.

c. I start this machine.

d. I hereby start this machine.

In the arguments of Austin, it is not important to ask whether performatives are true, or not, rather we should be interested in whether they work or not. That is, whether they constitute a successful ship-naming, warning, bet etc. Hence, in Austin's terminology, according to Searle (1997): "*A performative that works is called felicitous and one that does not is infelicitous. For them to work, such performatives have to satisfy the social conventions*" (p. 224).

The social conventions mentioned above mean that a language user, acquiring the pronunciation and grammar skills are not enough. We need to learn how to ask questions, make requests, thank people, greet, make suggestions, etc. In other words, we need to know virtually all the uses that a new language is conventionally put in the language community. And as hearers, we need to know, as part of our understanding of a language, whether we

have been told to do something, or asked a question. These functions of language are what the speech acts theory is all about.

The enabling conditions for a performative which Austin calls felicity conditions also have these conditions. In Austin's (1962) words:

A1: There must exist an accepted conventional procedure having a certain conventional effect, the procedure to include the uttering of certain words by certain persons in certain circumstances.

A2: The particular persons and circumstances must be appropriate for the invocation of the particular procedure involved.

B1: The procedure must be executed by all the participants correctly and

C1: Where, as often, the procedure is designed for use by persons having certain thoughts or feelings or for the inauguration of certain consequential conduct on the part of any participant, then a person participating in and so invoking the procedure must in fact have those thoughts, feelings, and the participants must intent so to conduct themselves, and further.

C2: Must actually so conduct themselves subsequently (1962:25-26).

According to Austin, there are also sincerity clauses. That is, first, the participant must have the requisite thoughts, intentions and feelings which are specified in the procedure, and if subsequent conduct is called for, the participants must so conduct themselves. He goes on to say that if the speech act is above is not unsuccessful as a result of failing the A or B conditions, there is a misfire.

Hence, there is a misfire if I casually rename any ship Ajegunle because A2 above is not adhered to. Moreover, if there is insincerity in the act performed, for example, if I say I

bet or I promise. without the intention of paying or with the intention of breaking the promise, there is an abuse.

Performatives are characterized by special features; Thus, Saeed (1997) succinctly puts the features in this way.

a. They tend to begin with a first person verb in a form we could describe as simple present: I bet, I warn, etc.
b. This verb belongs to a special class describing verbal activities, for example, promise, warn sentence, name, bet, and pronounce.
c. Generally their performative nature can be emphasized by inserting the adverb, as described earlier, thus I hereby sentence you to… (1997:225)

On the other hand, Austin also identified the connotative. According to him, these are declarative statements whose truth or falsity can be judged. For Cooper (1973:190) therefore, "a connotative is an utterance which, roughly, serves to state a fact, report that something is'' 'This is what Crystal (1987:121) describes as "statements that convey information'' For example, "my house is better decorated than yours'' could either be true or false. Other examples could either be true or false are listed below:-

*The earth is spherical

*The earth revolves round the sun

In the first example, we can carry out an investigation or research to know whether the earth is spherical or not. Equally, the same can be done to find out whether the earth resolves round the sun or not. Statements, like these, whose truthfulness or falsity are verifiable are classified as connotative.

Austin argues that implications thought to hold only for connotative, hold for performatives as well. And just as performatives can be said to have truth conditions, connotative may be said to meet felicity conditions. For example, a statement that refers to something that does not exist: "The present king of Nigeria is bald". In Austin's words, this is similar purporting to bequeath a car he does not own: both are void, that is, they "misfire" just because both of them lay claim to an entity [the king of Nigeria, a car] that does not exist. Connotative, in the words, of Schiffrin, (1994:50) "*are also subject to the same specific kinds of infelicities that result in abuses of performatives"* This is because certain thoughts, feelings or intentions may be part of the thing that allow a felicitous performative, to the extent that an insincere "promise'' would abuse the procedure of promising. Equally, statements are also liable to sincerity abuses, saying in the words of Austin (1962: 136): *"The cat is on the mat if I do not believe that the cat is on mat abuses a procedure in the same way as saying promise to be there, but not really intending to be there.*"

4.6.2. Three Facets of a Speech Act

Austin stated that, a speech act when communicated consists of three elements. That is, according to Crystal (1987:121), "*it uses a threefold distinction.* This, in Saeed's (1997:227) words, is highlighted as *'the speaker says something, the speaker signals an associated speech act, and the speech act causes an effect on her listeners or the participants''.*

Austin also argues that it would be a great mistake to suppose that an utterance is the performance of a single act, rather than a complex of acts. According to him, any speech act comprises at least two, and typical three, sub acts. These are what he calls the locutionary, the illocutionary, and the perlocutionary act involved in a total speech act. For example, when we ask what a person is doing when he makes an utterance, there are typically three

types of answer that can be given. First, an answer is to describe the noises he makes. This is the locutionary aspect of the utterance. Second, another probable answer would be, he was making a promise, or he was issuing a warning, etc. This is the illocutionary aspect of the utterance. According to Saeed (1997:228), "This is what Austin and successors have mainly been concerned with the uses to which language can be put in society." He goes on to say that, "In fact the term speech acts is often used with just this meaning of illocutionary acts''. Austin calls it "*the force with which the sentence was employed*'' Third, another probable answer could be, he was persuading them to do something, or he was frightening someone. This is perlocutionary aspect of the utterance in Cooper's (1973) words: "*Saying something will often, or even normally, produce certain consequential effects upon the feelings, thoughts, or actions of the audience, or of the speaker, or of other persons we shall call the performance of an act of this kind the performance of a perlocutionary act or per locution* (1973; 193)".

He continues crudely puts, the perlocutionary act is what is performed by uttering certain words, So, "*then, 'I promise to come to dinner' will be the performance (1) of a locution – e.g., employing a certain grammatical construction (2) of an illocution –that of making a promise and (3) of a perlocution –e.g. cheering you up* (ibid:193)".

In sum, the locutionary act of a sentence is the act of making sense in a particular language, that is, the utterance that follows the pronunciation and grammatical pattern of that language. The illocutionary act is the "intention" of the speaker that is what he intends to achieve by making such utterance-to apologize, promise, warn, etc. The perlocutionary act is the "effect'' the speech act has on the listener or leaner, that is, is the speech act persuading, forcing, frightening, etc.

Austin (1962) classifies illocutionary acts into five groups depending on "what" they do and the role the verb plays in the sentence. According to him, (1) Vindictive- the operative verb here is "verdict" thus, these give verdicts (2) Executives-the operative verb is "exercise''. Thus these exercise influence for example, as in, to appoint, to order, to warn, etc. (3) Comissives – the operative verb is "commit'', in this case, it means "to commit oneself' in making a promise or having an intention to do something. (4) Behabitives these, according to Odebunmi (2001:91) 'have a link with attitude and social behaviour such as apologizing, congratulating, condoling, cursing etc. (5) Expositive, according to Austin (1962:52) make plain how our utterances fit into the course of an argument e.g. I reply, I argue, I assume".

4.7. Searle's Speech Acts Theory

Searle's (1969) Speech Act is an improvement of Austin's as he moved from conditions to rules and thereby proposed a systematic framework which actually incorporated Speech Acts into linguistic theory. Searle (1969:21) argues that "the speech act is the basic unit of communication''. This means that speech act is crucial, to language study, meaning and communication and Schiffrin, (1994:54) argues that it is "part of linguistic competence.'' Searle's principle of expressibility is the reason the SAT has been accepted as a linguistic theory. This principle, according to Searle (1969:19) simply means "whatever can be meant can be said." In the words of Schiffrin (1994: 54): "The principle establishes that it is possible (in theory) for a speaker to come to be able to say exactly what she means either by increasing her knowledge of the language or by enriching the language."

This principle, according to Searle (1969:39), makes it possible for all languages to be "regarded as different conventional realizations of the same underlying rules". The main thrust of this principle, that is, the principle of expressibility, is divided into two. First, "it

moves non-literal meaning, vagueness, ambiguity and incompleteness out of the theoretical essence of linguistic communication" and second, "it brings together the study acts, meaning, language and communication". In Searle's (1969) words, this principle makes it possible for us to:

> Equate rules for performing speech acts with rules for performing linguistic elements, since for any possible speech act there is a possible linguistic element the meaning of which (given the context of the utterance) is sufficient to determine that its literal utterance is a performance of precisely that speech act (pp. 20-21)."

The clarity of this principle lies in its ability against a number of meanings that oncerns the speaker, the hearer and even the utterance. In Searle's (1969) words "There are a series of analytical connections between the notion of speech acts, what the speaker means, what the sentence or (other linguistic element) uttered means, what the speaker intends, what the hearer understands, and what the rules governing the linguistic elements are" (1969:21).

Searle (1969:12) insists that "speaking a language is engaging in a (highly complex) rule-governed form of behaviour". Hence, "linguistic characterizations do not report" the behaviour of a group" but rather, they describe aspects of speakers' mastery of a rule governed skill that can be obtained by relying heavily on the institutions (and linguistic characterizations) of native speakers.

According to him, the rules that are responsible for speech acts are a special type of rule which he calls constitutive. Constitutive rules, in Searle's (1969:33) words "create or define new forms of behaviour. The other rule being regulative and they "regulate independently existing forms of behaviour. In Searle's (1969) words: "*The forms of the two types of rules reflect their different status: regulative rules are expressed as (or can be paraphrased as) imperatives, but constitutive rules are more definitional, e.g. X count as Y in context C"* (1969:35).

Mbisike (2007) says that "Searle distinguishes acts that are normally performed by someone who produces an utterance". She further states:

> He makes a distinction between an illocutionary act" and a "perlocutionary act" such that an illocutionary act is the "complete" speech act whereas a perlocutionary act is the consequence or the actions, thoughts, beliefs, etc. of the hearer(s) For example, "by arguing I may persuade or convince someone; by warning him I may scare or alarm him; by making a request I may get him to do something; by informing him I may convince him (enlighten, edify, inspire him; get to realize (2007:258).

Searle proposes four conditional yardsticks. These yardsticks include (1) propositional content which states the features that are to be considered when dealing with the meaning of an utterance. For instance, requests involve looking forward, that is, requests are futuristic, but apologies involve looking backwards, that is, looking at the past (2) preparatory conditions have to do with the features of context required for the performance of a speech act. That is, whether or not the hearer can perform the act requested, for instance, of assuring. (3) Sincerity conditions, according to Odebunmi (2001) specify the wants and beliefs of the speaker''. For example, 'the speaker may wish that the hearer performs the act requested or that he or she recognizes, in apologies, that an offence has been committed (4) Essential conditions have to do with the conventional way in which the utterance made is taken to be an effort at getting the hearer to do something whether in request as in a step to undertake, or whether in apologies as in to correct a disagreement.

Odebunmi (2001) says Searle's rules of speech acts as represented in the conditions above, have been offered for promising, requesting, asserting, questioning, thanking, advising, warning and congratulating. Searle's rules for promising are presented below; below:

> "Propositional contents: speaker (S) predicates a future act (A) of speaker (S) Preparatory condition: S believed that doing Act (A) is H's (Hearer) best interest and that S can do A. Sincerity condition: speaker intends to do act A. Essential condition: S understands and obligation to do act A (2001:93).

In sum, Searle's approach to speech acts has been built on the hypothesis that when we use language, we get involved in a form of behaviour that is rule-governed. According to Odebunmi (2001) his contribution can be summarized thus:

1. The speech act constitutes the basic unit of communication. When we speak a language, our performance is in agreement with the rules. Speech acts are thus intentional behaviours.
2. Searle differentiates between illocutionary and perlocutionary acts. For him, the perlocutionary act has to do with the effects of the illocutionary act on the hearer.
3. He differentiates between utterance acts and propositional acts. Austin calls the former phatic acts; the latter is co-terminous with Austin's rhetic acts. The utterance act refers to the act of uttering words. While the propositional act refers to predicates.
4. Searle, expanding the notion of rules, differentiates between regulative rules and constitutive rules. "The regulative rules regulate antecedently or independently existing forms of behaviour" (Searle 1963:33). They are exemplified in the form "Do X' or if Y, do X (like regulative rules), or "XCOUnts as Y in context C". They either constitute themselves into a system or are part of such a system. For example, football or chess rules both regulate the game, and "create the possibility of playing such game" (Searle: 33). Searle therefore sees the performance of speech acts as a conventional activity.
5. Searle reviews and adopts the Grician semantic notion that if 'S' means something by, S intended his utterance of X to produce a certain effect on H by the latter recognizing the intention (Culled from Odebunmi 2001:93-4).

4.7.1 Searle's Speech Acts Classification

In an attempt to classify speech acts, Searle (1976) states that there are at least, twelve areas of differences existing between J. l. Austin speech act and another and lists them as:

- Differences in the point (or purpose) of the (type of) act. The point of purpose or an order according to Searle is "an attempt to get the hearer to do something". In order words, it is a representation, whether true or false, accurate or inaccurate, of how something is. For example, the purpose of a promise is an undertaking of an obligation by the speaker to do something.
- Differences in the direction of fit between words and the world. Some illocutions, according to Searle have as part of their illocutionary point to get the words (more strictly – their propositional content) to match the world, others to get the world to match the words. For example, Assertives get the word, to match the world while promises and requests get the world to match the word.
- Differences in expressed psychological states. According to Searle, "a man who states, explains, asserts or claims that p expresses the belief that p, a man who promises, vows, threatens or pledges to do A expresses an intention to do A; a man who orders, commands, request H to do A expresses a desire (want, wish) that H to A; a man who apologises for doing A expresses regret at having done A; In general, in the performance of any illocutionary act with a propositional content, the speaker expresses some attitude, state, etc., to that propositional content.
- Differences in the force or strength with which the illocutionary point is presented within the same illocutionary point, there may be varying degrees of strength or commitment. For example, "I suggest we go to the market" and "I insist we go to the

market" both have the same illocutionary point, but are presented with different strengths.

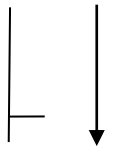
- Differences in the status or position of the speaker and hearer as these bear on the illocutionary force of the utterance: 'The expression "clean up the room" has different illocutionary forces when uttered by a general to a corporal on the one hand, and by a corporal to a general on the other hand. When uttered by a general, it is a command or an order, but it becomes a suggestion or proposal or request when uttered by a corporal to a general.
- Differences in the way the utterance relates to the interests of the speaker and the hearer. There are varied differences, for example, in congratulations and condolences as well as boasts and laments as they relate to the interests of the speaker and the hearer.
- Differences in relations to the rest of the discourse: Words like 'however', 'moreover', therefore', 'I reply', 'I deduce', 'I object ', etc., relate to the rest of the discourse and even to the surrounding context. Hence, they cannot be treated in isolation.
- Differences in propositional context that are determined by illocutionary force indicating devices. There is a difference between a report – which can be in the past or present and a prediction – which must be in the future.
- Differences between those acts that must always be speech acts, and those that can be, but need not be performed as speech acts: These are instances where we may not make a speech act verbally but within us, we could make the act. For example, some speech acts include saying 'saying 'I estimate', 'I diagnose', 'I

conclude' etc... But in actual sense, I may just stand before a building and estimate its height.

- Differences between those acts that require extra-linguistic institutions for their performance and those that do not: Extra-linguistic institutions often confer status in a way relevant to illocutionary force, but not all differences of status derive from institution. Hence, an armed robber, because of his gun, may order victims, to raise their hands. This act is not requesting, or entreating or imploring. Hence, the status of the armed robber does not derive from a position within an institution, but from his possession of a gun.
- Differences between those acts where the corresponding illocutionary verb has a performative use and those where it does not: Some illocutionary verbs are not performative verbs. For example, one may say, 'I state', 'I hereby order', 'I hereby promise', but not 'I hereby boast' or 'I hereby threaten'.
- Differences in the styles of performance of the illocutionary act: Some illocutionary verbs serve to mark what we might call the special style in which an illocutionary act is performed. For example, announcing and confiding may not have any difference in illocutionary point or propositional content but only in the style of performance of the illocutionary act.

Searle classifies illocutionary acts into five groups or categories: Representatives (Assertives), Directives, Co missives, Expressive and Declarations. Searle insists that "the point or purpose of Assertive (Representatives) is "to commit the speaker (in varying degrees) to something's being the case, to the truth, of the expressed proposition, and they can be assessed as either true or false". Mbisike (2007) notes that "some verbs that denote assertives

are boast, describe, conclude, predict, deduce etc.. assertives are symbolically represented by Searle as follows:-



B (P)

The direction of fit is words to world; the psychological state expressed is belief (that P). Second, there is the illocutionary acts of directives whose illocutionary force is 'to get the hearer to do something' The expressed psychological state, according to Mbisike (2007) is "want (or wish or desire), and "the propositional content is always that the Hearer (H) does some future action A" while she goes on to list the verbs "ask, order, command, request, beg, pray, entreat, invite, advice" etc.. as examples of members of this class. They are symbolically illustrated by Searle as follows:



W (H does A)

The direction of fit is world to words and the sincerity condition is want (or wish or desire).

Third, there are the illocutionary acts of commissives which according to Searle are "those illocutionary acts whose points is to commit the speaker (again in varying degree) to some future course of action (Ibid 11). Verbs denoting this class include promise, swear, vow, pledge. The propositional content of commissives is always that the speaker S does some future action A. The sincerity condition is intention, that is, the speaker must intend to do the future action A". The direction of fit is world to words. Searle symbolizes this class of illocutionary acts thus:

C ↑ I (S does A)

Fourth, there are the speech acts of expressives, whose illocutionary point is to express the psychological state specified in the sincerity condition about a state of affairs specified in the propositional content (Ibid. 12). Mbisike (2007) says that the verbs denoting expressives include thank, congratulate, apologise, condole, deplore and welcome. She also says that "the truth of the expressed proposition is presupposed" in expressive, there is no direction of fit. This is because, the speaker is neither trying to get the world to match the words nor the words to match the world, but as said earlier the truth is presupposed. Thus, Searle (1976) puts it better in the following: "*When I apologise for having stepped on your toe, it is not my purpose either to claim that your toe was stepped on or to get it stepped on*. (1976:12)"

This is reflected perfectly in the syntax of English by the fact that these expressive verbs in their performative occurrence will not take that clause but a gerundial or verbal noun. Hence, one cannot say:

- I apologise that I stepped on your toe but this:
- I apologise for stepping on your toe.

Also, these sentences are not acceptable * I congratulate you that you won the race or * I thank you that you paid me the money. But these: I congratulate you on winning the race (congratulations on winning the race). I thank you for paying me the money (thanks for paying me the money). This class is symbolized as follows:-

E O (P) (S/H + Property)

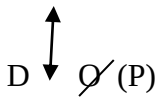
E indicates illocutionary point common to all expressive, O is the null symbol which indicates no direction of fit, P is available ranging over the different variable psychological state expressed in the performance of the illocutionary acts in this class, and the propositional

content ascribes some property (not necessarily on action) to either S or H. Hence, according to Searle, 'I can congratulate you not only on your winning the race, but also on your good looks". He goes on to add that "the property specified in the propositional content of an expressive must, however, be related to S or H". I may not, except with special assumptions, congratulate you on Newton's first law of motion.

Fifth, there is the speech acts of declarations whose "state of affairs represented in the proposition expressed is realized or brought into existence by the illocutionary force – indicating device' (Ibid P. 13). That is, "saying makes it so". In the words, of Searle (1976):

> The defining characteristic of Declarations is that the successful performance of one of its members brings about correspondence between the propositional content and reality, that is, successful performance guarantees that the propositional content corresponds to the world such that if I successfully perform the act of appointing you chairman, then you are chairman; if I successfully perform the act of declaring a state of war, then war is on; If I successfully perform the act of marrying you, then you are married to me. (1976:13).

In order that the declaration is successfully performed, extra-linguistic institutions and a system of constitutive rules of language are involved.



Where D indicates the declaration illocutionary point, the direction of fit is both words-to-world and world-to-words because of the peculiar character of declarations; there is sincerity condition. Hence, we have the null symbol in the sincerity condition slot; and the use of propositional variable P. Their representative verbs are sack, fire, disown, sentence, acquit, appoint, etc.

4.8 Between Austin's and Searle's Speech Acts

Having looked extensively at the Speech Acts Theory proposed by J. L. Austin and largely developed by J. R. Searle, it is important to clearly show the point of convergence and that of divergence between Austinian and Searlean theories of speech acts. The table below attempts an explicit comparison of these two schools of thought.

Austin	Searle
(A) LOCUTIONS	
(i) Illocutionary act (ii) (a) phonetic act (b) phatic act (c) rhetoric act	(i) (a) utterance act (b) propositional act (a)? (b) reference act (c) act of prediction

A comparison of Austin and Searle locutions (Akhimien, 2006)

Austin	Searle
(B) ILLOCUTIONS	
i. Illocutionary act a) There may be illocutionary force indicating devices b) Illocutions without illocutionary force indicating devices are determined by meaning or intentions and other features of context. c) Austinian parasites: the use of speech acts in abnormal context: context determines parasite. d) Rejects constative/performative distinction e) Austinian illocutionary acts: verdictives, exercitives, commissives, behabitives and expositives	i. illocutionary act a) There need not be IFIDS b) Illocutions can be determined by intention but also sometimes by conventional and context c) Searlean parasites: the use of language—non seriously or non-literally in any context: intention determines parasites d) Accepts Austinian distinction. e) Searlean illocutionary acts: assertives, directives, commissives, expressive and declaration.

A comparison between Austin and Searle illocutions (Akhimien, 2006)

C. PERLOCUTIONS	
Austin	**Searle**
(i)Verdictives,expositives (Representatives) (ii) Exercitives (in part) (iii) Commisives (iv)Behabitives (v)Declarations	(i) Assertives (ii) Directives (iii) Commissives (iv) Expressives

A comparison between Austin and Searle perlocutions (Akhimien, 2006)

4.9. Bach and Harnish's intention-and-inference appproach.

Of course, Bach and Harnish (1979) adopt intention-and –inference approach to speech acts. They hold that linguistic communication is an inferential process and that the inference made by a hearer and the inference made by the speaker are not only based on the utterance alone but also on mutual contextual beliefs (MCB).

The MCB refers to the shared background information existing in the universe of the speaker and hearer, which makes communication possible (1979: 5). Bach and Harnish hold that communication is complete as soon as they recognize "S's intentions. In addition to the MCB, they explain that speakers and hearers employ their linguistic knowledge, shared background knowledge or beliefs (presumptions) and decoding.

Diagram showing Bach and Harnish's theory of speech acts (Akhimien, 2006)

This is represented diagrammatically below:

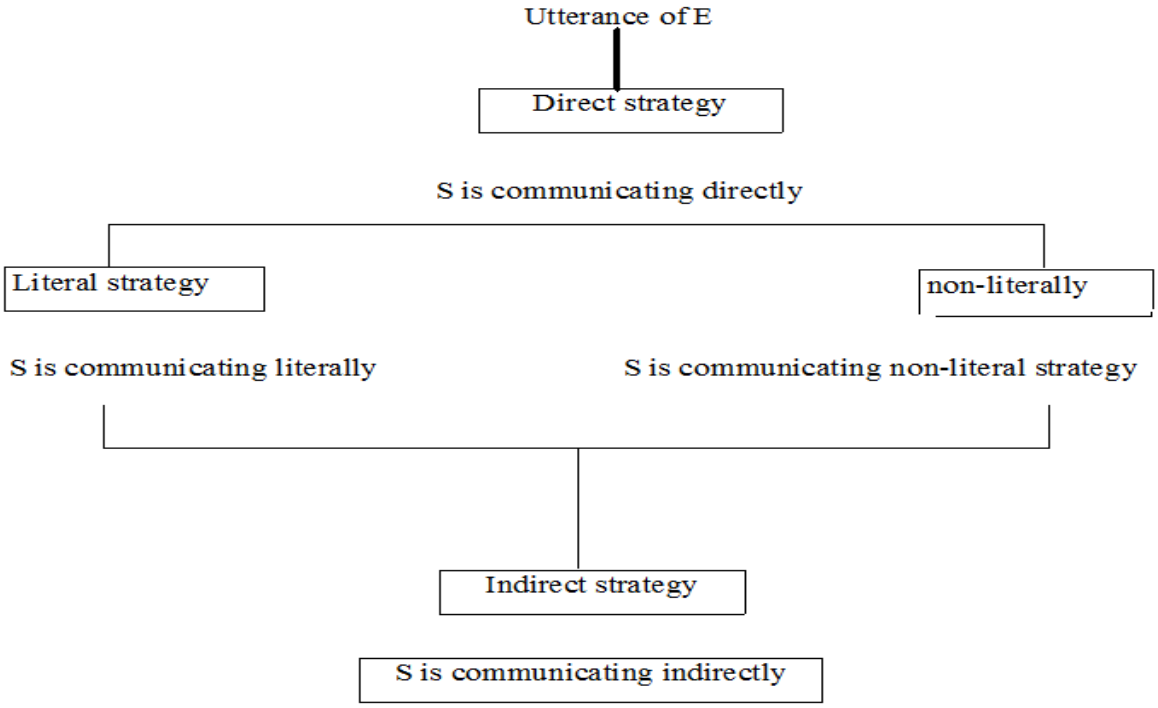


Diagram showing Bach and Harnish's theory of speech acts. In the case of Non-literal or indirect utterance as in;

1. Metaphor –"That lady is a tigress"
2. Overstatement-"No one goes there anymore"(no one important goes there)
3. Irony /sarcasm-"You are making great progress"(from a father to a son whose grade are sliding terribly)
4. Metonymy –"The man is close to Aso rock"(close to the president)

Bach and Harrish explain that the hearer follows the presumptions (above to recognize whether S is speaking literally and directly or S means more than he had uttered).The utterance is therefore non- literal or non-direct. The hearer then applies the non-literal strategy to seek to determine, out of possible options, what

the speaker intends to communicate (see Adegbija 1982; 28, 31-33). The inferential strategies provide speakers and hearers on an effective pattern of inference.

4.10. Speech Acts classification

At the level of speech acts classification, Bach and Harrnish adopt Searle's principles, coming up with six classes; constantative (later assertives), commissives, acknowledgments, directives, verditives and effectives.

The first four classes they categorize into communicative speech acts and the remaining two (verditives and effectives), non –communicative speech acts since, according to them both require extra-linguistic efforts to succeed. Verditives and effectives equate with Searle's declarations and Austin's verditives. Within each class exists several sub classes. Perhaps the most fundamental weakness in Bach and Harnish's approach is that their classification of speech acts is so fine- grained that it is sometimes three speech acts. This may be exemplified with "descriptions" and "ascriptives" which are basically the same in that both give or show how an object is "informatives" and 'assertives" are also the same. So problematic is this classification that Adegbija warns that. 'Some speech acts, which will be analysed as informatives, may actually pass for assertives. Some that are analysed as descriptions may be analysed as ascriptives' (1982: 84). This point is stressed in the review of Adegbija's work.

Notwithstanding the lapses above Bach and Harnish's theory deserves commendation for the prominence given to inference, which plays a major role in utterance decoding and which, they note sometimes, takes place within a split second and almost unconsciously. Furthermore, where Sealers theory becomes too broad to be of much use Bach and Harnish's provides a succour.

4.11 Allan's Approach

Allan's approach to the study of speech acts is contained in her work 'Linguistic meaning (vols. 1 and 2, 1986) and developed in her subsequent works (1994b, 1994d, 1994f and 1998). Allan believes that the analysis of speech acts, an account of conceptualized utterance meaning (1998) and that in this account, the illocutionary point, which she explains briefly as what a speaker hopes to achieve by an utterance in context' is the most important component.

As a background Allan provides some general definitions upon which she situates her approach. She defines a speech acts as an utterance (written or spoken) by a speaker communicated to a hearer (including a reader, in the case of written utterance) at a certain time and in a certain place with the intention that the hearer recognizes that the speaker intends him/her to recognize that he or she is the intended recipient of the utterance and consequently react to it (1998: 2). Specifically, she states that a speaker's reflexive intention "toward the hearer is the intention to have the hearer recognize that when uttering U in context C, the speaker intends U to have certain effect on the hearer partly caused by hearer's recognizing that the speaker has the intention to communicate with him or her by means do U (1998: 2). Allan identifies four types of hearers namely:

1) Direct addressee: the direct addressee is identified through linguistic and or extra-linguistic means such as a gaze, pointing of a finger, and soon.
2) Ratified participant: A ratified hearer may reject the hearer's role without seriously affronting the speaker.
3) Over hearer: An overhearer may greatly missinterprete an utterance because he/she was never intended to recognize its illocutionary points in the first place.

In addition, an over hearer may reject the hearer's role or even be rejected by the speaker without any loss of face.

This is exemplified with the following inter change;

X to y (as addressee)	Shut up or I'11 lay one on you
X to z (as ratified participant)	You heard him threaten to hit me, didn't you
X to z (as by stander)	You mind your business
Z to y and y (rejecting the role of hearer)	I was hit listing

4) Eavesdroppers: These listen to the utterance of a speaker discreetly and can only admit to listening at the risk of looking bad and perhaps, also affronting the speaker.

Allan adopts Austin's components of a speech acts which she calls "an utterance act"; locution illocution and per locution, she defines an utterance as (locution) as a perceptible sound in a language understood by S and H with prosody. In other words, a locutionary act is one in which the speaker uses an identifiable expression.

U consisting of sentence or sentence fragment from language L spoken with identifiable prosody, which has the sense U. prosodic feature , as used by Allan (1998) could be phonological (stress, intonation, pitch and soon), or punctuation marks (for the written medium).

4.12. Classification of illocutionary Acts

Allan recognizes previous speech act taxonomies, but preferred a hearer's evaluation criteria. In other words, she categorized illocutionary acts based on a hearer's evaluation of type of act a speaker is performing in an utterance (a speech act). Based on this criterion she categorized illocutionary act into four: STATEMENTS, INVITATIONALS, AUTHORITATIVE, AND EXPRESSIVE (1995; 15)

4.12.1 Statements

These are essentially expressions of speaker's belief about the way the world was, is or will be and are most typically formulated with declarative clause. They include "denial" "reports" "predictions" "promises" and "offers". All can be judged in terms of question: Is P credible?

4.12.2 INVITATIONAL: these are formulated in interrogative clauses. They include: "request" "exhortations" "suggestions" "warnings" and soon. Asking the question, "does a speaker really want A done, and if is so, is hearer both able and willing to do it?

4.12.3 Authoritatives: These are illocutionary acts with some sorts of legal backing. Authoritative include some of Searle's directives and all of his declarations," commands" "permissions" " legal" " judgments' "baptism" "christening", and soon. Here the hearer asks: does S have the authority to utter U in this context? e.g. Declaratives, such as 'naming'.

4.12.4 Expressives: include 'greetings', 'thanks, ' apologies' 'congratulations' and the like They perform social functions she further notes that although all clauses of illocutionary acts

may be conveyed using the declarative sentence format, interrogatives typically indicate "invitational" imperatives typically indicate "authoritative" and idioms indicate "expressives'.

4.12.5. Limitations of Allan's Theory

Allan's taxonomy is novel and so demands commendations. However, Allan's rejection of the fulfilment condition as unsatisfactory is curious. Her argument that such is only relevant in disciplines concurred with perlocutionary effects of utterance is unconvincing enough since from the outset the speech acts theory has always been concerned with perlocutionary acts, because as Adegbija (1982: 18) observes, the intention to produce an effect cannot be neglected in an adequate account of illocutionary acts. Allan's position that the hearer's intention more than context determines the force of an utterance is considered erroneous because, as Davis (1981:52) observes, and we fully agree, "A hearer could understand a speaker to mean something other than what the speaker intended"

Allan's assertion that communication is complete with the hearer's recognition of a speaker's intention is also problematic as it runs contrary to well-known theories of communication which hold that communication is only complete when a hearer responds or provides a feedback to a speaker (Sanni, 200l, Smith, 1997). It is therefore wrong to describe an incomplete communication act as successful.

Allan's concept of a perlocutionary act appears vague. It is our belief that the goal of any illocutionary act is to produce a perlocutionary effect on the hearer, which Gu (2001) shows often gives beyond hearer's mere recognition of the speaker's intention to include eliciting appropriate response.

In conclusion, Allan's approach may be summarized thus: A speech is pragmatic since a speech act is an utterance in a context with a goal. The illocutionary act is the most significant

in a hierarchy of acts within a speech act. The aim of speaking is to produce some effect on the hearer but linguistic studies of speech act should be restricted to illocutions or intentions of the speaker because perlocutionary acts are outside the sphere of linguistics. Austin's felicity conditions are redundant except the preparatory condition: illocutionary acts are categorized into four from a hearer's evaluation perspective and finally, explicit performatives may be formed using the passive construction and negation and the first person plural, and soon.

4.12.6 A Comparative view of the four approaches

Having systematically reviewed four of the available approaches to the study of speech acts, it is therefore, important to stress that they have so much in common despite their terminological differences. This is not a surprise as each approach tends to improve on previous ones. The similarity in the four approaches scientifically reviewed is seen in the table below. As the table shows, Bach and Harnish, Allan, Searle and Austin agree on expositives/statements. All the taxonomies except Allan recognized commissives, which she subsumes in statements. Also, behabitives/acknowledgements refer to virtually the same phenomenon so is exercitives/directives.

The table below clearly reflects the above analytical conclusion.

AUSTIN	SEARLE	BACH AND HARNISH	ALLAN
Expositives	Assertives	Assertives	Statements
Commissives	commissives	Commissives	Statements
Behabitives	Expressives	Acknowledgments	Expressives
Exerctives	Directives	Directives	Authoritatives
Verdictives	Declarations	Verdictives	
		Effectives	

A comparison of four illocutionary acts (Akhimien, 2006)

As the above review shows, several approaches are available to the speech acts analysts. Of these approaches, Searle's approach is logically considered more suitable and consequently

adopted in this study despite the strengths of Austin's, Bach and Harnish's and Allan's approaches. The identified principal criteria of this approach (despite the observed lapses) make it more straightforward, less problematic and endear it to many scholars (Ude 1996).

In adopting Searle's approach, it is also realized that Searle's taxonomy in its present state is too broad and proactive to be of much use, especially in a complex context such as Contract correspondence or lexical expressions from which we hope to draw data for analysis. This and other criticisms above necessitate that Searle's taxonomy, especially its sub classes, are explicated and become an effective analytic frame work for this study.

4.13 The concept of the cooperative principle

One of the most effective means of communication, interaction and cooperation among people is the use of language in which all concerned enjoy some mutual intelligibility. To effectively converse, people have this tacit agreement to be cooperative. Cooperation, in this instance, entails a resolution to tell the truth, offer brief, new relevant information, as well as to present information sincerely.

Of course, in order for a speech act to be effective, then there must be some level on which both speaker and hearer agree to understand each other and accept the power of each other's utterances.

A speaker intended meaning with a given utterance usually fits with the hearer's inferred meaning whether indirect or direct; or to put it a bit more clearly then (S)peakers and hearers generally communicate successfully (McGregor 145). Even though everyday linguistic life is filled with a plethora of misunderstanding and miscommunication somehow we are able to interpret how things are meant.

As earlier said in the chapter, the idea regarding there being a cooperative principle comes from the philosopher H. Paul Grice and is a part of his theory regarding conversational implicatures. He postulated that there must be some ways in which we are able to exploit the fact that many utterances are full of implicatures, rather than literal statements.

In those cases, we must infer meaning and uphold the cooperative principle in order to continue communicating successfully (Saeed 204). Most of what one says has meaning beyond the literal content of actual words and Grice claims we are able to infer this rich set of implications by making assumptions about the speaker's communicative intentions. That both speaker and hearer are actively trying to make conversation work by co-operating with other in how they formulate utterance (cf. Grice 1989).

Grice suggested that when communicating there were certain maxims, or general principles that exist between speaker and hearer which helps us understand not only indirect speech acts but speech in general. These maxims are the 'maxim of quality', 'quantity', 'relevance', and 'manner'; and they are defined thusly:

- Maxim of quality: Stipulates that one's communicative contributions be what one believes to be true and one should not utter what one lacks evidence for.
- Maxim of quantity: one's contributions should be as informative as needed but not more informative than required.
- Maxim of relevance: states that one's communicative contributions should be as relevant as possible.
- Maxim of manner: be clear and concise, avoid ambiguity, and obscurity.

(Grice 26-8)

What these maxims suggest is that when communicating the speaker tries to have his propositional content as clear and understandable as possible; if that fails in some way then, because of the cooperative principle, the hearer adds meaning according to whatever maxim is apparently being violated. That is to say communication is often deliberated over informative, vague, or otherwise centered around implications or inference (cf. Grice 1989; cf. Saeed, 2003).

Grice's theory also suggests that performance through language is achievable because of some kind of social agreement rather than language itself as it is linguistic cooperation which allows for a promise to be a promise rather than just words with propositional content. That is to say that the propositional content of a performative speech act rests on not only the utterance uttered but also on speakers and hearers understanding the utterance as being an act instead of a description.

4.13.1 Combining the Theories

It is hard to explain speech act theory as a purely linguistic phenomenon, nor can it be viewed as a pure social act. Speech acts are possible because of a combination of language used in cooperation with agreed upon social norms. Therefore one is forced to analyze the theory from various different perspectives which take into account both language itself and language as it is used between speakers.

If an utterance is examined using Austin's felicity conditions, Grice's maxims of communication, Searle's utterance conditions and forces of illocution then one notices that speech acts are not possible and achievable exclusively because of what is uttered but also because of how, and under what conditions, an utterance is issued.

Austin noted several social conditions regarding appropriateness and correctness of procedure which must be fulfilled in order for an act to be accomplished. Austin also posed sincerely

conditions whereby an act is achieved but left void of meaning if uttered insincerely. So a performative speech act does not work unless it is complete, sincere, and in compliance with socially accepted procedures. Only then does it gains its illocutionary force.

Language does not manage to perform only in virtue of having been uttered. We saw through the cooperative principle that there does exist some institutionalized, or social, contract whereby the speakers have tacitly agreed that when such and such is uttered in the appropriate circumstances it constitutes something other than it would have if uttered in a different social context. Even though this makes it sound as if the tacit social agreement concerns pairing of utterances and situations – which of course could not be conceivably right given the infinite range of pairings available. Rather the agreement is that when a pairing occurs in which the corresponding does not appear to correspond to a maxim then we should 'read something into the mismatch' – i.e. assume a communicative intention.

By applying the Gricean maxims of communication to any given utterance act we are able to distinguish speaker meaning from the utterance meaning and therefore we are not bound by the utterance's literal meaning necessarily having to corresponding to implied meaning. If an act is infelicitous in the sense that it is not complete, such as an indirect speech act, then by observing conversational maxims and the cooperative principle it can be understood as a complete act that therefore not infelicitous even though on the surface it appears to be so. (cf 1989)

Because of Austin's vagueness regarding performatives and non-performatives, Searle's notion of examining the force of an utterance rather than its grammatical content one is no longer bound by a two-fold view of their only being utterance which perform and utterances which do not. Using his idea of force then one can examine statements of fact and assertions

of personal belief as having a certain illocutionary force or point with explicit illocutionary acts like declaratives and directives. (cf Searle 1989)

Also it needs mention that indirect and implicit speech acts are understandable through a combination of Grice's maxims and Searle's utterance conditions. That is to say in the sense that one notices exaggerated and/or a lacking of utterance content which makes explicit what is expected. So in a cold room one can simply state a declarative such as it sure is cold in here' and if the hearer notices that the preparatory condition of it being cold is in fact true, and the maxim of relation fits it being cold, the hearer might stand up and close a window. Therefore a declaration of personal belief has been successfully issued as a perlocutionary utterance, if it provoked an action in a hearer.

4.13.2 Partial conclusion

Speech acts are a complex thing to explain, especially when one cannot use one single theory in order to make things clear.

There are two things regarding speech acts that this I think are important to mention. The first is that speech acts would be rendered useless if not for either the cooperative principle or Austin's felicity conditions as speech acts are dependent on the hearers accepting them as what they are; that is to say, the hearer both gives power to a performative utterance and makes the speaker beholden to his words.

The second thing is that eventually any, and every, utterance can be considered to be performative in the sense that anutterance act, or a propositional act, can be examined as having some sort of performative force, I say that because J.L, Austin based speech act theory around the fact that statements do more thing than describe or state; which in this writers view is undoubtedly true.

The fact remains that utterance which does not appear to be performative at all can be viewed as being performative regardless of them being mere descriptions or statements. One person's descriptions can be viewed as assertions regarding that persons view on the world, the same is true for statements of fact; statements of facts can be considered assertions regarding personal belief in state of affairs in the world. Assertions can be factually true or false and can be uttered sincerely or not. That does not change the fact that if a person leaves in the truth of their words and utters them in sincerity then, regardless of external truth, there is an inherent assertive force behind the words. Even if the person does not believe in his/her own words then all that is required for the utterance to be a performative is for a hearer to approve utterance intention.

There is still a marked difference between utterance being illocutionary forceful and utterance being illocutionary or perlocutionary. The difference between being illocutionary and being illocutionary forceful lies in explicitness. Utterances which are forceful are utterances which can be viewed as being performative; such as assertions regarding states affairs, or if the utterance is implicit or indirect. As indirect or implicit speech acts rely on the uptake of the hearer rather than the utterance itself. On the other hand utterances which are explicitly illocutionary, or perlocutionary, have their force included in the utterance itself because of either propositionary content or because of the speakers reflected intentions. So an order uttered like ' go away!' is explicit directives though it is explicitly assertive. The latter is therefore illocutionary forceful as it can be viewed as having assertive force since the utterances grammatical form assert its implied directive force.

Speech acts are, in a sense, what make language work; without speech acts language describes truth and falsity and such but with speech act language allows us to regulate and modify our

reality based on the power of words. Speech act theory allows one to look at language not only as a device for communication but also as an instrument of action.

As a final thought, and as an example regarding how an explicit speech act can radically affect reality, then imagine a police officer chasing a suspect. If the police officer shouts ‘ you are under arrest’ then, in virtue of his social position, the hearer is void of his freedom regardless of the police officer’s declaration and surrenders, then the officer’s illocutionary utterance has had a perloculationary effect on the hearer. If, after surrendering, the hearer finds out that the police officer is only a man in a costume, and not a police officer, the hearer is no longer under arrest; and in fact was never under arrest. The act has misfired and is rendered void and its illocutionary and perlocutionary aspects were never actually present.

This example is useful in showing how language can be used not only to order, declare, or promise. It is also useful in showing how language can be used to set boundaries regarding ones reality, impose will, remove freedoms, pronounce emotions, excite feelings and other things of that nature.

There are hundreds of performative verbs in every language. The study of how we do things with sentences is the study of speech acts. Speech act theory is also the study of what an utterance does beyond just saying something. Speech act theory is a part of pragmatics. One of the central concerns of pragmatics is the identification and classification of speech acts.

4.13.3 Summary of the chapter

This is the theoretical part of the thesis concerning the domain or ambit of law. It brought the attention to the notion of pragmatics. It analysed the similarities and the relationship between pragmatics and speech act and the cooperative principle. This chapter also adopts speech acts theory as its linguistic foundation or framework for contract correspondence. A critical

comparison and contrast of Austin, Searle, Bach and Harnish, and Allan's speech acts theories was highlighted and analysed. Searle's speech acts theoretical framework was eventually adopted for easy manipulation and clarity purposes. Finally, all these robust features and tendencies are further analysed, discussed and commented on.

CHAPTER FIVE

DATA PRESENTATION, DISCUSSION AND ANALYSIS OF THE ILLOCUTIONARY FORCE OF SPEECH ACTS

Introduction

This chapter is essentially and systematically purposed for the objective experimentation of data elicited. It presents, discusses and analyses the Illocutionary Purpose / Force of Speech Acts and the Contract Correspondence. It further explores and explains illustration one to twenty. Finally, the chapter laconically concludes with the summary of the chapter.

5.1 Data presentation

The following table presents the result of my survey/elicitation. There are three columns corresponding to the individual illustration or taxonomy and aspect I have looked at. In each column, the number of contract correspondence (items) underlying meaning function or circumstances are shown. It must however be stated here that the contract correspondence focuses only on the representative lexical items or sentences selected to demonstrate essential steps towards the objectives.

The data used for the study was sourced or elicited randomly from a wide range of chambers/law firms over a long period for objective purposes.

Illustration 1-20 diagrams

ILLUSTRATION 1 **OLUJOBI, OLUSOLA & CO.** **Solicitors, advocate and legal consultants**			
ITEM	**LEGALESE: CONTRACT CORRESPONDENCE. RE: Epileptic internet wireless networks service supply**	**UNDERLYING MEANING EXPRESSION**	**FUNCTION/CIRCUMSTANCES**
1	We act as solicitors to GRATIFY INVESTMENT LING without prejudice	Lawyers doing something for a particular purpose objectively or unbiasedly	**Assertives**
2	Our client entered into a contract with your Company for the provision of an Internet Wireless control Accessories	An agreement/ synergy for the provision of obligations that are enforceable in courts	Declarations
3.	It is our client instruction to call your attention to theocratic power supply	To professionally carry out an instruction or order/mandate	Assertives
4.	As a result of professional negligence and breach of contracts on the part of your company	To break open the agreement reached unprofessionally/breach of agreement of contract	Directives
5	Please note that, if you fail, or neglect or otherwise refused to adhere to this	A note of admonition or warning, threat if the	Directives

	demand	concerned party failed to obey or Comply with the required instruction earlier agreement	
6.	We shall have no option but to take the necessary legal action to redress the wrong committed against our company/to seek legal redress /remedy for the wronged suffered	The lawyers are obliged to take any action to correct the wrongs through litigation/to seek legal redress/remedy for the wronged suffered	Commissives
7.	TAKE NOTICE, that is our client position That unless you make speedy effort to remediate the situations within two weeks	Notification of a specific time before a legal action is duly taken. ultimatum deadline for an action	Declarations

DISCUSSION / DATA ANALYSIS

In the selected extracts or Illustrations or taxonomies presented above, let us now comment on each of the contract correspondence and demonstrate empirically the illocutionary force or point. In illustrations (1-7) one to twenty above, we observe the peculiar nature of the contract correspondence or lexical expressions, the underlying meaning and the function or circumstances respectively. Let us comment linguistically on the functions performed by each group using a speech act theoretical frame work proactively and extensively.

Illustration (1) presents seven speech acts (items) on contract correspondence /legalese. Item 1 on Illustration one is a representative (a solicitor), the speaker acting legally on behalf of the client to do something (agreement) on a particular purpose to the hearer (receiver).The illocutionary force of the item one expressions is legal representation which involves

exercising power or influence in a given situation. Thus the perlocutionary effect of the expression is assertive. The direction of fit is words-to-world-and the psychological state expressed is an attempt by S to get H to answer. Hence the speech acts or contract 'lexical' expressions are assertives.

Item two on Illustration 1 displays contract 'lexical' expressions on an agreement or provision of (Internet wireless Accessories) for a client that obligation is enforceable. The illocutionary purpose or force in item two is the absolute fulfillment of the speaker (sender) to the hearer (receiver). The perlocutionary effect of the speech acts or contract is directive because the speaker tries to get the hearer to do something. The direction of fit in the above speech acts is world-to-words and the psychological state expressed is belief. Hence, the contract correspondence is still a directive because the speaker tries to get the hearer to do something (P : Speaker; H : Hearer).

Item three in illustration 1 presents a breach of contracts between the speaker and the hearer, The solicitor acts on behalf of the speaker to call the attention of the hearer to the erratic power supply as a result of the hearer's failure to honour the agreement.

The illocutionary force in the contract correspondence/speech acts is to carry out an order. The direction of fit in the above contract correspondence is world-to-word and the psychological state is an attempt by S to H to get answer that is, perform the speech acts or contract correspondence involved. This is a directive by giving an order.

Item four on Illustration 1 displays expressions whose underlying representations respectively are the expressions: negligence and breach of contacts on the part of a company. The speaker therefore is asking the solicitor to inform the hearer of the stiff or grave implications of negligence of contact.

The illocutionary purpose and effect is directive. The direction of fit in the above speech acts is world-to –words and the psychological state expressed is belief. Hence the speech acts or contract correspondence is still a directive.

Item five on Illustration1 presents contract 'lexical' expressions whose underlying representation respectively are the expressions; a note of warning or threat that if the hearer failed to obey actions will be taken against the hearer. The illocutionary purpose of item 5 expressions is a warning. The direction of fit is world-to words and the psychological state expressed is an attempt by S to get H to answer, Thus, the speech acts or contract 'lexical' expressions is a directive

The illocutionary point or purpose in the item six on illustration I expressions: we shall have no option but to take the necessary legal action to redress the wrongs committed against our company. Of course, this is a warning against the H that failure to heed warnings will definitely attract litigation in the court of law. The direction of fit is world-to-words, and the psychological state expressed is an attempt by S to get H to comply with the laid down regulations. Hence we can conclude that the speech acts of the above contract correspondence is a commissive that is, the speaker is committed in varying degrees to a certain course of action.

Item seven on illustration I presents contract 'lexical' expressions on the notification of a specific time to hearer before a legal action is taken against the H. The illocutionary force of "Take notice that its our client position that unless you make speedy effort to remediate the situation within two week is to establish warning.

The direction of fit of the above speech acts is world-to-world and the psychological state expressed is belief. Thus the speech acts of the above contract correspondences is an assertive or representatives.

ILLUSTRATION TWO (2) OLUJOBI OLUSOLA & CO.			
ITEM	**CONTRACT CORRESPONDENCE** **Re: Bank's asset finance loan of v-sat and computer system**	**MEANING-UNDERLYING EXPRESSION**	**FUNCTION /CIRCUMTANCES**
1	It's our client instructions that he has suffered loss of business, profits, and goodwill which caused the delay in re-payment of the loan as scheduled	Given permission to carry out an instruction concerning the loss of profits, and goodwill suffered that caused delay in payment of loan granted. Damage/loss or injury suffered	Assertives
2	We humbly urge your bank to extend the duration of payment of the loan by one month for our client to pay off…	A humble request for the extension of duration for the repayment of loan facility granted by the banker.	Directives
3	This letter is urging you to use your good office in looking into the matter in the interest of good bankers and customer relationship…	An appeal to investigate the circumstances for the inability to honour promise and urge for option understanding as parties concerned	Directives
4	Looking forward for your favourable response	Assurance of positive answer or feedback to request	Assertives

Illustration two **(2)** presents four items or speech acts on contract correspondence. Item one on Illustration is assertive and instructive concerning how the speaker and the hearer are going to share profits, loss and the goodwill suffered on the loan granted.

The illocutionary force of the item one represents expressions by exercising power or influence in a given situation.

The perlocutionary effect of the expression is assertive. The direction of fit is words-to-world and the psychological state expressed is belief. Hence, the name of the speech acts or contract correspondence is an assertive.

Item two on Illustration 2 displays expressions whose underlying representation respectively are the expressions 'we humbly urge your bank to extend the duration of payment of the loan by one month for our client to pay off…

The speaker is therefore, requesting for more time to perform the item of agreement. The illocutionary purpose and the effect of the direction is directive. The directive of fit in the above contract correspondence is world-to-words and the psychological state expressed is belief. Thus, the speech act is directive.

The illocutionary purpose of item (3) three on Illustration two "a letter urging H (banker) to reconsider its position for the repayment of loan granted to S. This is a request to carry out an order. The direction of fit in the above contract correspondence speech acts is world-to-words and the psychological state expressed is belief (that p). hence the speech acts is still a directive.

Item (4) four on Illustration 2 demonstrates expressions whose underlying expressions receptively are the expressions; 'Looking forward for your favorableresponse'.

The speaker is expecting favorable answers from the hearer on his letter. The illocutionary purpose and the effect is assertive or expressive. The direction of fit in the above contract correspondence speech acts is words-to-world and the psychological state expressed is belief (that P). Thus, the name of the speech acts is an assertive.

ILLUSTRATION THREE (3) LEKE SANNI & ASSOCIATES			
ITEM	**LEGALESE CONTRACT CORRESPONDENCE** **Re: Tenancy Renewal of 3 bedroom flat 9, kajola street, mende-maryland, lagos**	**UNDERLYING MEANING EXPRESSION**	**FUNCTION/ CIRCUMSTANCES**
1.	Please be informed that we have discussed same with the landlady	Notification of discussion with the parties concerned	Assertives
2	Your client should renew her tenancy for the period of six months	The tenants is obliged to pay new rent for the period of six months Information/notification of previous act	Directives
3.	For 6 month pro-rated rent made payable to…	The divided x assessed proportionate rent for paid	Directives
4.	Be guided according	To take due from or learn from	Directives

Illustration three (3) presents four speech acts (items) on contract 'lexical' expressions. Item I on illustration 3 says 'please be informed that we have discussed same with the landlady'. The speaker (S) has a deal to settle with the landlady concerning tenancy. The solicitor is notifying the hearer (the tenant) to renew her tenancy. The illocutionary force of the item one expressions is legal representation which involves exercising power or influence in a giver situation. Hence, the perlocutionary effect of the expression is assertives. The direction of fit is words-to-world and the psychological state expressed is an attempt by S to get H to do something. Thus, the speech acts or contract correspondence is an assertive.

Item two (2) on Illustration 3 displays expressions 'your client should renew her tenancy for the

period of six month' the speaker, therefore, is asking the solicitor to mandate the hearer (tenant) to renew her tenancy for another six months.

The illocutionary purpose and effect is directives. The direction of fit in the above speech acts is world-to-words and the psychological state expressed is belief (that P) hence the speech acts or contract correspondence is still a directive.

Item three (3) on Illustration 3 presents contract 'lexical' expressions whose underlying representations respectively are the expressions: for six months pro-rated made payable to… The illocutionary purpose of item 3 expressions is directive, because the divided, assessed proportionate rent for six month must be paid. The direction of fit is world-to-words, and the psychological state expressed is an attempt by S to get H to answer. Hence the contract 'lexical' expression is directives.

Items four (4) on Illustration 3 presents contract correspondence on advice" be guided accordingly" which implies to take due from or learn from. The illocutionary force is that advice is established. The direction of fit of the above speech acts is world-to-words, and the psychological state expressed is belief. Thus, the speech acts is directives.

ILLUSTRATION (4) FOUR OLUJOBI OLUSOLA & CO			
ITEM	**CONTRACT CORRESPONDENCE** **Re: missing and damaged luggage**	**UNDERLYING MEANING EXPRESSION**	**FUNCTION/ CIRCUMSTANCES**
1.	We act as solicitors to……. who is here in after referred to as our client	Acting as counsel to their client	Directives
2.	We have the instructions of our client to inform you as follows:	Acting as counsel to their client	Assertives
3.	That our client engaged the service of your company to convey his luggage to Nigeria from China	Contract with your company	Expressives
4.	An act which amounts to breach of contract on the part of your company	Action instant amount to break up the agreement on the part of the organization	Expressives or Assertives
5	It is our client instructions to demand and we do demand that you compensate our client…	Instructed strongly to command or demand to do something	Directives
6.	TAKE NOTICE that unless we receive full payment of the amount demanded within (2) two weeks…	To notify that unless certain amount is demanded for payment	Commissives
7.	Please act accordingly	Advise to take action appropriately	Declarations
8.	Herein are the photographs of the damaged Deep freezers and receipts payments for your Perusal	Enclosed or inserted are the photographs as evidences of the damages Freezers	Directives

Illustration four (4) presents (8) eight items or speech acts on contact correspondence.

Items one on Illustration (4) says "we act as solicitors to… Who is here in after referred to as our client". The illocutionary force or point is that the lawyers are exercising their civic power by representing the client. The perlocutionary effect of the expressions is directives.

The direction of fit is world-to-words and the psychological state expressed is belief (that P). Hence,

the name of the speech acts is directives.

Item two (2) on Illustration four (4) displays expressions "we have the instruction of our client to inform you as follows". The speaker is authorized to inform the hearer professionally. The illocutionary purpose of the expressions is expressives or assertive.

The direction of fit in the above contract" lexical" expressions is words-to-world, and the psychological state expressed is belief (that P), thus, the name of the speech acts is an assertive.

Items three (3) on Illustration four (4) presents expressions whose underlying representation are the expressions ' our client engaged the service of your company to convey his luggage to Nigeria from China'. The speaker is therefore requesting the hearer to provide the luggage, or pay the damages for the loss. The illocutionary purpose and the effect of the expressions is expressives the direction of fit in the above contract correspondence is words-to-world and the psychological state express is believe. Hence this speech acts is assertive.

Item four (4) on illustration 4 displays expressions 'an act which amount to breach of contract on the part of your company'. The illocutionary point in the contract correspondence amounts to break up agreement on the part of the said organizations. The perlocutionary purpose is to make the defautlter pay for the breach of contract. The direction of fit in the above speech act is words-to-world, and the psychological state expressed is belief; hence the speech acts is expressive or assertives.

ILLUSTRATION FIVE (5) S.O. BOWOTO & CO			
ITEM	**LEGALESE CONTRACT CORRESPONDENCE** **WITHOUT PREJUDICE** **RE: STATUTORY NOTICE SERVED UPON MR SUNDAY EKUNDARE ON BEHALF OF MRS BRUCE**	**UNDERLYING MEANING EXPRESSION**	**FUNCTION/ CIRCUMSTANCES**
1.	Our client has briefed using details and passed unto us the said statutory notices served on him with instruction to reply same …..	A notice by the government ordered to pay certain money	Directives
2.	Our client strongly believes in dialogue and negotiation as a useful instrument of resolves issue (resolution) instead of embaking on litigation	Exchange of ideas, opinions on amicable settlements of business transactions law count.	declarations
3.	...Having read through the said notices it appears that your client Mrs Bruce did not brief your good-self properly in respect of the tenancy.	Being passionate about the import of the notice there seems to be mis-information about the transaction	Commissives
4.	We are surprised at the content of the 7 DAYS NOTICE TO. QUIT in which you copied the…	Harassment or threat. Letter to the client	Declarations
5.	We would therefore, like to enjoy your good offices to CLEAN the rent receipt issue on the 4th July 2009	To obtain or influence the rent receipt	Directives
6	This request is informed having regards to the peculiar accommodation problem in the state and its environs	Being considerate about the peculiar problem in the state and its environs	Assertives
7.	In the light of the above, we humbly request That you prevail on your client to accept our	A request to persuade or convince the client	Directives
8.	….We sincerely hope you will prevail on your Client to settle this matter amicably without Recourse to litigation	A plea to persuade or convince the client without the fact of having intended to go to court.	Assertives

Illustration five (5) presents eight (8) items (speech acts) on contract lexical expressions. Item (1) one on Illustration 5 is a letter: in the light of the above, we humbly request that you

prevail on your client to accept our offer. The speaker on behalf of your client sending a letter to the hearer meant for his own client too. The illocutionary force of item 1 expressions is a legal request to persuade or convince the client for a particular purpose. The direction of fit is world-to-words, while the psychological state expressed is an attempt by S to get H to do something. Hence the speech acts is still directives.

Item two (2) on Illustration 5 displays expressions whose underlying representation or force is a plea letter. 'we sincerely hope you will prevail on your client to settle. This matter amicably without recourse to litigation'. This implies that the speaker making a plea to the hearer to persuade or convince this client without the fact of having intended to go to court. The perlocutionary effect of the expressions is expressives.

The direction of fit is words-to-world, and the psychological state expressed is belief. Thus, the speech act of the above contract correspondence is an assertive.

Item (3) on illustration 5 presents illocutionary point of contract correspondence ' our client has briefed us in details and passed unto us the said statutory notices served on him with instruction to reply same…The speaker's message is a brief notice to the hearer by the government order to pay certain amount of money. The perlocutionary effect of the above contract 'lexical' expressions is directive.

Item four (4) on illustration five (5) presents expressions on contract correspondence illocutionarily thus 'our client strongly believes in a dialogue and negociation as a useful instrument of issue- resolution instead of embarking on litigation.' This text implies that the speaker and the hearer want amicable negociation and settlement of business transaction rather than go to court. It is deducted here that litigation will bear no good result. The perlocutionary effect of the above speech acts is behabitives because it has a link with attitude, social behavior and circumstances.

The direction of fit is words-to-world, and the psychological state expressed is an attempt by S to get H to settle issue amicably. Hence, we can conclude that the speech act of the above contract ' lexical' expressions is expressive or assertives.

Item five (5) on illustration 5 displays the illocutionary force or purpose on contract correspondence '… having read through the contents of the said notices, it appears that your client Mr. Bruce did not brief your good self properly in respect of the tenancy…' from this text, it appears that the speaker and the hearer misunderstood each other. In other words, there is no mutual intelligibility as a result of misinformation about the transaction.

The perlocutionary effect of the above text is commissives because the speaker is committed in varying degree, to certain course of action. The direction of fit is world-to-words while the psychological state expressed is an attempt by S to get H to comply. Hence, the speech act of the above is commissives.

Item six (6) on illustration five (5) presents expressions on contact correspondence illocutionarily thus ' we are surprised at the content of the 7 DAYS NOTICE TO QUIT in which you copied the…

The import of this letter from speaker to the hearer is a disappointment and dismay expressed by the speaker against the hearer's attitude. This implies harassment of threat letter to speaker's client. The perlocutionary effect of the above speech act is declarations. The speaker alters the external status or condition of an object or situation solely by making the utterance.

The direction of fit is world-to-words, and the psychological state expressed is an attempt by S to get H to comply. We can therefore, conclude that the speech act of the above is declarations.

Item seven (7) on Illustration five (5) presents expressions on contract correspondence. We would therefore , like to enjoy your good offices to GLEAN the receipt issued on the 4th uly 2009: This implies a directive from the speaker to the hearer concerning accommodation issues

on rent that the hearer should obtain or influence the rent receipt no matter how difficult it might be. The perlocutionary effect on the above speech act is directive. This is because the speaker tries to get the hearer to do something.

The direction of it is world-to-words, while the psychological state expressed is an attempt by S to get H to comply with. Hence, the speech act of the above contract correspondence is a directive.

Item eight (8) on illustration five (5) displays the illocutionary force or point that says' this request is informed having regards to the peculiar accommodation problem in the state and its environs'

The speaker makes a request to the hearer concerning the plight of his client about the accommodation problem in the cities. That the hearer should be considerate and human in action. Hence, time and privilege should be accorded his client to sort things out.

The perlocutionary effect on the speech acts is assertives. The speaker therefore, expresses attitude about a state of affairs. The direction of fit is words-to-world, while the psychological state expressed is an attempt by S to get H to be considered. Hence we can conclude that the speech acts of the above contract correspondence are assertives.

ILLUSTRATION SIX (6) TERRY BADMUS ADEYUN & CO BARRISTER & ADVOCACY			
ITEM	**CONTRACT CORRESPONDENCE TRADE AND INVESTMENT COMMITTEE ACCRUED INTEREST AND MODE OF PAYMENT**	**UNDERLYING MEANING EXPRESSION**	**FUNCTION/ CIRCUMSTANCES**
1.	The borrower as well as the guarantor shall present a collateral in terms of a functional shop	The organization that borrows property or somebody valuable that you can't pay Back money that you borrowed	Commissives
2	The guarantors shall be available before the committee members for screening and shall be verified to know if they are qualified or not.	Those who stand or vouch for those who borrowed must appear before the people who make decision to know if they are Suitable or not.	Commissives
3.	The committee reserves the right to disqualify or reject any guarantor presented to them.	A group of people who are chosen to make A decision or deal with a particular subject	Commisives
4	The borrower and the guarantors shall indemnify the association to the extent of defaultment of the borrower whenever it occurs	Somebody that borrows and somebody that guarantees promise to pay somebody that amount of money if they suffer any damage or loss if they suffer any damage or loss.	Assertives
5.	I hereby consent to the contents of this data Form today the… day of ….2014	As a result of this statement and in a way that makes something legal	Co missives

Illustration six (6) presents fives (5) contracts correspondence (Items). The illocutionary purpose of the item one in Illustration six expressions: the borrower as well as the guarantors shall present a collateral security in terms of functional shop. This is a clear cut demand of condition in this agreement that the parties concerned must fulfil that is, inability to pay back the money borrowed should provide a functional shop as collateral. Another point worthy of note here is that it is not always the borrower but the guarantor is also liable or blameworthy. The direction, of fit of the above contract "lexical" expressions is world-to-words and the psychological state is an attempt by S to get H to answer; hence, the name of the speech acts in the above contract correspondence is a commissives that is, the speaker is committed, in varying degrees, to a certain course of action.

Item two on Illustration 6 (six) presents the contract "lexical" expressions. Thus the guarantors shall be available before the committee members for screening and shall be verified to know if they are qualified or not is to spelt out the requirement or condition required for those who stand or vouch for the prospective borrowers. In other words, verifications or classifications are also required before the agreement can be valid.

The perlocutinary effect on this agreement is absolute commitment. The direction of fit is still world-to-words. The psychological state expressed is an attempt by S to get H to do something which is, move closer to the borrower and the guarantors. Thus, the name of the speech acts is commissives.

Item three on Illustration six displays: "The committee reserves the right to disqualify or reject any guarantor presented to them". This implies that a group of people who are chosen to make a decision reserves the right to disqualify any guarantors(s) representing the borrower. The perloutionary effect of the above contract "lexical" expressions is that appearing on behalf of the borrowers is no guaranty for the said agreement. The direction of fit in the above contract

correspondence is still world –to- words. The psychological state expressed is an attempt by S to get H to do something. Hence, we can conclude that the speech acts of the above statement is commissives.

Item four on Illustration six presents the contract lexical expression that "the borrowers and the guarantors shall indemnify the association to the extent of defilement of the borrower whenever it occurs". This implies that the two parties mentioned above shall compensate the association proportionate to the degree of their indebtness. In the society people don't usually honor contracts or agreements.

The illocutionary purpose and the effect of the expression is directive. The direction of fit in the above contract correspondence is world-to words and the psychological state expressed is an attempt to get H to do something important. Thus, the speech acts is still directives.

Item five on Illustration six demonstrates the contract correspondence concerning consent. It goes "I hereby consent to the contents of this data from today the day of 2014". This expression is an affirmation or confirmation that the message or the content of a correspondence is understood and accepted. As a result of this statement and in a way that makes something legal.

The perlocutionary effect is an assertive. The direction of fit of the above extract or statements is words-to-world. The expressed psychological state is belief (That P) hence, the name of the speech acts is expressives.

ILLUSTRATION SEVEN (7) AFOLABI FASHANU & CO. SOLICITORS AND ADVOCATES			
ITEM	**CONTRACT CORRESPONDENCE THIS MEMORANDUM OF UNDERSTANTING BETWEEN TIK ASSOCIATES LIMITED**	**UNDERLYING MEANING EXPRESSION**	**FUNCTION/ CIRCUMSTANCES**
1	...(here in after referred to as the "Facilitations" which expression shall their heirs, legal and personal representatives and assigns)	In the rest of this document it is mandatory that the person who has the right to represent in the project	**Assertives**
2.	WHERE AS	Because of the fact that	Declarations
3	The facilitators shall assist the company to Source for business contracts from the Government	The persons must help to secure business opportunities from the government	Directives
4.	The company has appointed the facilitators As commission agent to source for business contracts from the government	The organization appointed or nominated the helpers as representative on commission	Declarations
5.	This memorandum of understanding is solely For the project	A proposal or record of understanding for the project	Commissives
6.	IN WITNESS WHERE OF the parties have Executed these presents in the manner here in Appears on the date and year first above written	Evidence of the person of what parties present on the date and year written above	Expessives

Illustration seven **(7)** presents seven items on contract (lexical) expressions? It reads :…(herein after referred to as the 'facilitators' which expression shall where the context so admit include their heirs, legal and personal representatives and assigned) the illocutionary force or purpose of the above statement is that the speaker is informing the hearer that in the rest of the

document the facilitators are given the right to represent in the project.

The direction of fit of the above contract correspondence is world-to-words, and the psychological state express is an attempt by S to get H to represent somebody hence, the name of the speech acts in the above expressions is representatives. The speaker is committed in varying degrees, to the truth of a proposition.

Items two (2) on Illustration seven displays the contract "lexical" expressions thus: WHEREAS. This speech acts is ouster clause meaning because of the fact that the speaker is expressing certain condition which might be true or not. The hearer did not get the complete message from the speaker.

The direction of fit in the above speech acts is world-to-words, and the psychological state expressed is belief (that P) hence we can conclude that the speech acts of the above contract correspondence is assertives.

Item three (3) on Illustration seven demonstrate s contract 'lexical" expressions thus: the facilitators shall assist the company to source for business contracts from the government. The perlocutionary effect of the above expression is exercitives. The common word or meaning is that a person must help to secure business opportunities (contracts) from the government. The direction of fit in the above speech acts is world-to-words, and the psychological state expressed is belief (that P) and we can conclude that the speech acts is expressives involving exercising power or influence.

Item four on Illustration seven presents contract correspondence thus: the company has appointed the facilitators as commission agent to source for business contracts from the government. The speaker of this expression informing the hearer of the speech acts that an appointment has been made (contract). In other words, the organization has appointed or nominated an agent as representative.

The direction of fit in the above speech acts is world – to-words and the psychological state expressed is still belief (that P) hence, the contract "lexical" expression is declarations.

Items five on Illustration seven contract correspondence explains the memorandum of understanding is solely for the project. In other words, the speaker is affirming the hearer of the expressions that the proposal or record of comprehensibility is in progress. This is just confirmation of mutual agreement between the speaker and the hearer.

The direction of fit in the above speech acts is world-to-words and the psychological state expressed is still belief (that p) the speech acts of the above expression is commissives.

The illocutionary purpose or point in item six on Illustration seven discusses thus; in witness whereof the parties have executed those presents in the manner herein appear on the data and year first above written. The perlocutionary effect on the above contract correspondence is that the speaker is presenting to the hearer the evidence of person or parties present on the particular date and year written above. As a legal entity, the direction of fit in the above contract "lexical" expressions is words-to-words, and the psychological state expressed is belief (that p), hence, the speech act of the above expressions is assertive or representative.

ILLUSTRATION EIGHT (8) OLUJOBI,OLUSOLA & CO			
ITEM	**CONTRACT CORRESPONDENCE RE: DEMAND FOR IMMEDIATE PAYMENT OF THE BALANCE OF INDEBTEDNESS OF (55,000.00) FIFTY FIVE AND THOUSAND NAIRA ONLY TO BARRISTER (CHIEF) A.A FASIKU**	**UNDERLYING MEANING EXPRESSION**	**FUNCTION/ CIRCUMSTANCES**
1.	We refer to your indebtedness… Demands on the captioned matter…	Reference is made to the amount owed	Assertives
2.	…after several calls, promises, meetings and Demands on the captioned matter…	Breach of agreements	Declarations
3	….always reneged on your promise to liquidate The balance of the amount	Failure to fulfil promise of completing payment	Directives
.4.	It is our client instruction to demand and we do demand that you forward	Following a specific instruction	Assertives
5.	This serves as a serious warning "A stitch In time saved nine"	Admonition of seizing the opportunity	Directives
6.	….to institute a legal action….	Taking to court/resort to court	Commissives

Illustration eight (8**)** presents (6) six items or speech acts on contract correspondence, (legalese). Item (1) one on Illustration eight is a reference or remembrance correspondent. Thus; we refer to your indebtedness … Here the speaker is making a reference to the amount owed by

the hearer (receiver). The illocutionary force of the item one expressions is legal representation which of course, involves exercising power or influence in a given situation. The direction of fit in the above speech acts is world-to-words and the psychological state expressed is an attempt by S to get H to do something. Hence, the speech acts or contract "lexical" expressions above is assertive.

Item two (2) on Illustration (8) eight displays contract = (lexical) expressions on breach of agreement. The text: after several calls, promises, meetings, and demands on the captioned matter… The contract correspondence is enforceable and punishable in law. The speaker is reminding the hearer of the implication to breach agreement.

The perlocurtionary effort or purpose of the above speech acts is that the speaker alters the external status or conditions of an object or situation solely by making the utterance. The direction of fit in the above speech acts is world-to-word and the psychological state expressed is belief (that p) Hence the contract correspondence above is still a declarations.

Items three (3) on Illustration (8) eight presents contract correspondence on renegation of promises. It says… always reneged on your promises to liquidate the balance of the amount owed. Hence the speaker is drawing the attention of the hearer (offeree) to retire the amount owed. The illocutionary purpose or force in the above contract correspondence is to carry our an order. The direction of fit therefore, in the above speech acts is world-to-words and the psychological state expressed is an attempt by S to get H to do something. The contract (lexical) expressions is directives or vindictive.

Item four (4) on Illustration (8) eight displays expressions whose underlying representations respectively go: It is our client instruction to demand and we do demand that you forward… The speaker therefore, is acting on his a client instructions to the hearer to forward certain agreed objects to the party concerned. It is believed here that the hearer must comply with

the demand.

The perlocutionary effect of the above demand is directives. The direction of fit in the above speech acts is world -to-words and the psychological state duly expressed is belief, (that p). Hence, the contract (lexical), expressions above is directives.

Item five (5) on Illustration (8) eight demonstrates contract correspondence whose underlying meaning and expressions serves as an admonition. The text says "this serves as serious warnings". "A stitch in time saves nine". From this quotation or idiomatic expressions the speaker's patience and forbearance is running out from the tune of his expressions to the hearer. Therefore, the illocutionary purpose or effect of items five is purely warning or admonition.

The direction of fit is world -to- words, and the psychological state expressed is an attempt by S to get H to comply with. Thus, the speech acts expressed above is directives

The illocutionary point or purpose in the item (6) six on Illustration eight speech acts is action packed thus " to institute a legal action … As a result of the failure on the part of the hearer or offeree, the speaker has decided to take the defaulter to law court.

The purlocutionary effect on the above speech acts implies that peace or settlement has completely broken down. The direction of fit is world-to-words and the psychological state expressed is an attempt by S to get H settle in court. Hence, we can conclude that the speech acts of the above are commisssives – making the hearer committed.

ILLUSTRATION NINE(9) OLUJOBI OLUSOLA & CO			
ITEM	**CONTRACT CORRESPONDENCE DEFAMATION OF CHARACTER, WIFE BATTERY, UNTENANTABLE CONDUCTS, NOTICE TO QUIT THE PREMISES AND TO DESIST HENCEFORTH!**	**UNDERLYING MEANING EXPRESSION**	**FUNCTION/ CIRCUMSTANCES**
1.	We write this letter on behalf and upon his specific instructions.	Writing on instruction of the client	Directives
2.	It has come to the notice of our client that you are defaming his name	The client has been notified that his reputation has be damaged or protecting Name	Expressives
3.	…you are to quit the premises upon the expiration of your tenancy on Feb.	Notification to evacuate a premises at a specific date	Commissives
4	…written undertaking as to good behaviour duly signed	Signing some regulation to behave well to sign an undertaking to be of good behaviour	Directives
5.	….we shall have no option but to take the Necessary legal action	To commence a legal proceeding to right the wrong	Commissives
6.	You may wish to act accordingly	Advised to act promptly	Expressives

Illustration nine (9) presents (6) six items or speech acts on contract correspondence. Item one on Illustration says we write this letter on behalf and upon his specific instructions. The illocutionary force or point is that the lawyers are exercising their civic responsibility by representing the client. They are therefore, writing on directive or instruction of their client. The perlocutionary effect of the expression

is directives. The direction of fit is world-of-words and the psychological state expressed is belief (that P) Hence, the name of the contract correspondence or speech acts is directives.

Item two (2) on Illustration nine (9) expressions "it has come to the notice of our client that you are defaming his name". The common meaning here is that the reputation of the client is at stake or damaged. The speaker is authorized to inform the hearer the awareness of his damaged reputation. The illocutionary purpose of the expression is verdictive or assertive. The direction of fit in the above contract lexical expressions is words-to-world and the psychological state expressed is belief (that P) thus. The name of the speech acts is an assertive.

Item three (3) on Illustration nine (9) presents expressions whose meaning underlying representations are the expressions …. You are to quit the premises upon the expiration of your tenancy on February. The common meaning here is a notification from the speaker to the hearer to automatically vacate a premise by February.

The illocutionary purpose and the effect of the expression is commisives because the speaker is committed, in varying degree, to a certain course of action. The direction of fit in the above contract 'lexical' expressions is world –to-words, and the psychological state expressed is belief (that p) hence. The name of the speech act is commisssives.

Item (4) four on Illustration nine (9) displays expressions written undertaking as to good behaviour duly signed. The common meaning on the text is on moral justifications and regulations to behave well. The speaker is mandating the hearer of the message to sign some undertakings to behave well. The perlocutionary purpose is directives. The direction of the fit in the above speech acts is world-to-words, and the psychological state expressed is belief (that P) Hence, the speech acts is directives the speaker tries to get the hearer to do something.

Item five (5) on Illustration nine (9) presents illocutionary expressions thus: we shall have no option but to take the necessary legal action. The common meaning from the speech Acts is that the

contract agreement has reached the disputation stage. The speaker has been specifically instructed to commence legal action or litigation against the hearer. The perlocutionary force or purpose is breach of contract that propelled the litigation.

The direction of fit is world –to-words and the psychological state expressed is an attempt by S to have H to do something. Thus, the speech acts is commissives.

Item six (6) on Illustration (9) nine obviously displays illocutionary expressions; you may wish to act accordingly. This contract correspondence denotes a piece of advice to act or take actions promptly. The perlocutionary effect or purpose is that advice is established. The direction of fit of the above speech acts is words-to-world and the psychological state expressed is an attempt by S to make H to comply with. Thus the contract correspondence is expressive of attitude toward a state.

ILLUSTRATION TEN (10) AFOLABI FASHANU & CO			
ITEM	**CONTRACT CORRESPONDENCE DEFAMATION OF MRS SAKIRAT KEHINDE BAKARE DEMAND FOR THE SUM OF 5,000,000.00 FIVE MILLION NAIRA ONLY**	**UNDERLYING MEANING EXPRESSION**	**FUNCTION/ CIRCUMSTANCES**
1.	Herein after referred to as our client	In the rest of this document he well be refer to as our client	Commissives
2.	We hereby demand for the sum of N 5,000,000 (five million) only for the Damages caused on the personality of our Client	Requesting for payment of a specific amount	Assertives
3.	Please be informed that we have agreed that your client Mr.OlayemiAjioye should renew his tenancy for the period of six months	Notification of payment of his tenancy	Directives
4	You take YF construction Company Limited to ransom over a contract that is worthy millions of dollar.	Taking YF firm for granted having taken millions from the company	Expressives
5.	We therefore appeal to you to pay up you Agreed sum of money urgently.	Pay up the mentioned amount as agreed	Asssertives

Illustration ten (10) contains five (5) items/speech acts or contract correspondence. The illocutionary point or purpose in item one (1) here in after referred to as our client is to introduce the client by the speaker to the hearer implies that throughout the remaining documents the client remains valid. The perlocutionnary point or effect on the contract correspondence is commisives. The speaker is

committed in varying degree, to a certain course of action.

The direction of fit is world-to-word, and the expressed psychology state is an attempt by speaker (Lawyer), to introduce his client to the hearer. Hence, the name of the speech acts is still commissives.

Item two (2) on Illustration (10) ten expressions 'we hereby demand for the sum of (5 millionnaira) only for the damage caused on the personality of our client. The common meaning is to officially request for a specific amount of money by speaker from the hearer for the damage done against the client.

This is necessary because the hearer did not follow or honour the contractual terms. The direction of fit is words –to-world. The expressed psychological state is belief (that P) Hence, the name of the speech acts is an assertive.

Items three (3) on Illustration ten (10) demonstrates expressions: please be informed that we have agreed that your client Mr OlayemiAjiboye should remain his tenancy for the period of six months. The speaker (lawyer) representing and informing another lawyer (the hearer) the hearer client is requested to renew his tenancy for another six month. The perlocutionary purpose or effect on the contract correspondence is purely directives. The direction of fit in this speech acts is words-to-words-the psychological state expressed is an attempt by S to get H to renew tenancy fees. This of course is directive speech acts.

The illocutionary point in contract correspondence of Item (4) four on Illustration ten (10) presents expressions "you take construction company Ltd to ransom over a contract that worth million of dollar. The speaker is bringing to the notice of the hearer about his uncalled for attitude for taking his client mentioned for granted. This is purely a breach of contract on the part of the hearer (Offeree) which can attract litigation. The direction of fit in this speech act is world –to-words. The psychological state expressed is an attempt by S to get H to explain himself. This is representatives speech acts.

Item five (5) on Illustration ten (10) enumerates or explains expressions on contract correspondence "we therefore appeal to you to pay up your agreed sum of money urgently "the message here is that the speakers make an appeal to the hearer to pay up the total sum of money owed. The admonition is necessary so as to avoid litigation or misunderstanding. The direction of fit of this contract correspondence is world-to-words. The psychological state expressed is an attempt by S to get H to comply with. In this case, the speech acts of the above message is exercitives-involves exercising power or influence situation as urging.

ILLUSTRATION ELEVEN (11) O.P. KAYODE & CO.			
ITEM	**CONTRACT CORRESPONDENCE RE: TENANCY OF ABBEY EXTERPRISES AT NIGERIA POSTAL SERVICES ADEOLA ODEKU BRANCH, VICTORIA ISLAND, LAGOS**	**UNDERLYING MEANING EXPRESSION**	**FUNCTION/ CIRCUMSTANCES**
1.	Our client and your tenant in respect of the Space it rented within the Nigeria postal Services premises at AdeolaOdeku.	Concerning the rent agreement at mentioned place or address	Expressives
2.	Take notice that this services as final notice to you	Notification of services as final	Assertives
3.	We write to demand that our client items are Released to him	Requesting for the rights/Letters demand	Directives
4.	A word is a enough for the wise	Warning	Declarations

Illustration eleven (11**)** presents four items or speech acts on contract correspondence... Item one on Illustration eleven (11) says our client and your tenant in respect of the space it rented within the Nigeria postal services premises at Adeola Odeku V.I. the speaker is informing the hearer on behalf of his client about the rent agreement fulfilment. The illocutionary force of the contract correspondence is legal representation which involves exercising power or influence on a given situation. The direction of fit is world-to-words, and the psychological state expressed is an attempt by S to get H to do something. Thus, the speech acts of the above text is expressives.

Item two (2) on Illustration eleven (11) displays expressions on contract correspondence: Take notice that this services as final notice to you is about final notification to the hearer from the speaker. It implied that previous notices had been served without action. The illocutionary purpose or effect is an assertive. The direction of fit is therefore, words-to-words and the psychological state expressed is

an attempt by S to get H to answer. Hence the speech acts or contract correspondence is an assertive which reveals psychological working of the hearer.

Items three (3) on Illustration eleven (11) presents contract "lexical" expressions whose underling representations: we write to demand that our clients' items releases to him is a legal request that the hearer should release the speaker's client property to him.

The perlocutionary purpose or effect of the above speech acts is directives by requesting for the rights or entitlement of the tenant.

The direction of fit in the above speech acts is world –to –words and the psychological state expressed is belief (that P) hence, the speech acts or contract correspondence is directives.

Item (4) four on Illustration eleven (11), presents contract (lexical) expressions on warning thus: "a word is enough" for the wise which implies wisdom and ideas to heed the warming.

The Illocutionary any force is that, advice and warming have been established. The direction of fit of the above speech act is still world –to-words, and the psychological state expressed is belief (That P). Thus, the speech acts of the above is declarations. The speaker alters the external status or condition of an object or situation solely by making the utterance.

ILLUSTRATION TWELVE (12) OLUJOBI OLUSOLA & CO.			
ITEM	**CONTRACT CORRESPONDENCE DEMAND FOR IMMEDIATE PAYMENT OF GRATUITY AND REDUNDANCY BENEFITS OF MRS. SANUSI FATIMAT.A**	**UNDERLYING MEANING EXPRESSION**	**FUNCTION/ CIRCUMSTANCES**
1.	….and we write on her behalf and upon her Specific instruction	Following an order or specific instructions	Assertives
2.	It is trite law, upon redundancy an employee Is entitled to compensation as of night	A remark repeated that a worker deserves his compensation as a right	Assertives
3.	…dated and served on our client on December…. 5, 2002	Notification of service on a specific date	Commissives
4.	THEREFORE TAKE NOTICE	As just be mentioned be notified further	Commissives
5.	…incurred in the processes of enforcing our clients rights	Protecting rights of client/ customer	Commissives
6	If our proposal does not find favour with you	The proposal or suggestion is rejected Or unacceptable or declined	Declarations

Illustration twelve (12) presents six items or contract correspondence.

Item one (1) on Illustration twelve (12) expressions says…and we write on her behalf and upon her specific instructions as follows... is an order or a specific instruction from the speaker to the hearer on behalf of their client. The illocutionary purpose or effect is that the lawyers are exercising their civic

duty by representing the client. The direction of fit is words to-words, and the psychological state expressed is an attempt by S to H to carry out a specific instruction. Thus, the speech acts or contract correspondence of the above is an assertive.

Items two (2) on Illustration twelve (12) displays expressions on contract correspondence thus "it is trite law upon redundancy an employee is entitled to compensation as of right is to remark candidly that worker deserves his compensation as right. In other words, a labourer should worth his payment. The perlouctionary effect of the above expressions is an assertive. The speaker is expressing the right of his client as guaranteed by law. The direction of fit is words-to-world. And the psychological state expressed is belief (That p) thus, above speech acts is an assertive.

Items three (3) on Illustration twelve (12) on contract (lexical) expressions quoted… dated and served on our client on December 5, 2013 implied that the speaker has already notified the hearer on the specific given date of action. In this gesture, certainty has been established. The perlocutionary purpose of the above speech acts is commissives. In other words, the speaker is committed in varying degree to a certain course of action. The direction of fit is world-to-words, and the expressed psychological state here is an attempt by S to get H to answer. Hence the contract "lexical" expressions of the above are commissives.

Item four (4) on Illustration twelve (12) displays speech acts expressions; THEREFORE be mentioned. Consequently, this serves as additional notice from the speaker to the hearer concerning the agreement sealed. The perlocutinary purpose of the above speech acts is commissives because the hearer must be committed to the course of the agreement. The direction of fit is world-to-words and the expressed psychological state of mind is an attempt by the S to get H to commit himself. Hence, the speech acts of the above is still commissives.

Items five (5) on Illustration twelve (12) demonstrates contract correspondence. Thus... Incurred in the processes of enforcing our clients right is really a protection of the right of the client.

The speaker is acting professionally to defendant and maintains the civil rights of his client. The direction of fit is still world-to-words, and the psychological state expressed is an attempt by speaker to shield the right of his client thus, the speech acts of the above is commissives.

Item six (6) on Illustration 12 displays the illocutionary point on contract correspondence expressions. If our proposal does not find favours with you… the message the speaker is passing or sharing with the hearer is that in case the speaker demand is not satisfactory there should be no delay. In other words, if the proposal or suggestion is unacceptable there should be prompt answer from the hearer. The perlocutionary purpose of the above speech acts is absolute declarations. The direction of fit is world-to-words and the psychological state expressed is an attempt by S to get H to answer. We can conclude that the speech acts of the above is declarations.

ILLUSTRATION THIRTEEN (13) S.O. BOWOTO & CO.			
ITEM	**CONTRACT CORRESPONDENCE** **WITHOUT PREJUDICE** **RE: STATUTOTORY NOTICE SERVED UPON MR SUNDAY EKUNDARE ON BEHALF OF MRS. BRUCE**	**UNDERLYING MEANING EXPRESSION**	**FUNCTION/ CIRCUMSTANCES**
1.	Here in after referred to as our client and on whose instructions we now write	Remain our client till the end of agreement	Assertive
2.	Our client has briefed us in details and Passed unto us the said statutory notices Served on him with instruction to reply same	Notified of the other on the notice served on him	Assertives
3.	7 DAYS NOTICE TO QUIT	Ultimatum to vacate a house or apartment	Declarations
4.	We humbly request that you prevail on your Client to accept our offer	Asking for intervention of offer	Directives
5.	We strongly believe that the appropriate quarter To channel this matter is the court and not The police	Going to law court to settle is the right avenue	Assertives

Illustration thirteen (13) presents five items contract correspondence.

Item one (1) on Illustration thirteen (13) explains: herein after referred as our client and whose instructions we now write. The illocutionary force or point in the above speech acts is that the speaker (lawyer) informs the hearer that the client still remain till the end of agreement reached. The lawyer is acting here as representatives. The direction of fit in the above contract correspondence is words-to-world. The psychological state expressed is belief. Thus, the name of the speech acts is an assertives.

Item two (2) on Illustration thirteen (13) displays expressions: our client has briefed us in detail and passed unto use the said statutory notices served on him with instruction to the speaker of the above contract (lexical), expressions. The speaker is acting on behalf of his client informing the learned or that he had notified the others on the notice served his client. The illocutionary purpose of the action is an assertive. The direction of fit in the above speech acts is words –to-world and the psychological state expressed is belief (that P) hence, the name of the above speech acts is an assertive.

Item three (3) on Illustration thirteen (13) presents expression whose underlying representations are the expressions. 7 DAYS NOTICE TO QUIT: is an ultimatum on quit notice. The speaker is asking the hearer to vacate a house or apartment. The perlocutionary effect of the above speech acts is an ultimatum or declarations to leave a house or apartment. The direction of fit in the above speech acts is world-to-words, and the psychological state expressed is directives hence the name of the speech acts is an assertive.

Item four (4) on Illustration thirteen (13) displays expression: We humbly request that you prevail on your client to accept our offer! The speaker of the above (lexical) expressions is invariably asking for intervention of an offer. The request is a transactional plea for the persuasion of the client. The direction of fit in the above speech acts is world-to-words while the psychological state expressed is an attempt by S to get H to do something. Hence the name of the speech acts in the above contract correspondence is a directive.

Item five (5) on Illustration thirteen (13) presents expression: we strongly believe that the appropriate quarters to channel this matter is the court and not the police. The illocutionary point/force of the above speech acts is an expression going to law court to settle. This is the right avenue for settlement. The above statement is instructive and in formative too. The direction of fit is words-to-words and the psychological state expressed is belief. To the speech acts of the above contract correspondence is an assertive.

ILLUSTRATION FOURTEEN (14) LEKE SANNI & ASSOCIATES			
ITEM	**CONTRACT CORRESPONDENCE** **ATTENTION: MR. OJ OLUJOBI** **RE: TENANCY RENEWAL OF 3 BEDROOM FLAT AT 9, KAJOLA STREET, MENDE-MARYLAND, LAGOS**	**UNDERLYING MEANING EXPRESSION**	**FUNCTION/ CIRCUMSTANCES**
1.	Kindly note that other comparable properties In the vicinity now pay high rent per annum	Notification of order or offer	Directives
2.	This was a unanimous decision between all Concerned	Comply with decision	Commissives
3.	We request that you forward your bank Certified cheque for the sum of N 3 million(three million)	Requesting on demand to pay a sum of money	Directives
4.	Failing which shall not hesitate to carry out Appropriate legal action to evict you from Same	Breaching of agreement will attract litigation	Directives

Illustration fourteen (14) presents four items (speech acts) on contract (lexical) expressions.

Item one (1) on Illustration fourteen 14 is a notification/expressions thus: kindly note that other comparable properties in the vicinity now pay high rent per annum. The speaker of the above speech acts notified the hearer to pay certain amount as agreed upon. The perlocutionary effect or purpose of the above mentioned contract correspondence is directives. The direction of the fit of the above is world-to-

words, while the psychological state expressed is an attempt by S to get H to do something hence, the speech acts is still directives.

Items two on Illustration fourteen 14 displays expression thus: this was a unanimous decision between all concerned. This of course, implies a strict compliance with the decision made.The speaker informs the hearer to comply with the decision taken. The perlocutionary effect (purpose) of the above contract (lexical) expressions is commissives. The speaker is therefore committed, in varying degrees, to a certain course of action. The direction of fit of the above speech acts is world-to-words, and the psychological state expressed is an attempt by S to get H to do something. Hence, the speech act of the above is still commissives.

Items three (3) on Illustration fourteen (14) demonstrates illocutionary point of contract correspondence thus; we request that you forward your bank certified cheque for the sum of N 3 million (Three million naira). This implies that the speaker is requesting the hearer on demand to pay a sum of money mentioned above. The perlocutionary purpose of the above speech acts is directives because the speaker tries to get the hearer to do something. The direction of fit is world-to-word and expressed psychological state is an attempt by S to get H pay something on demand. Hence, the contract correspondence or speech acts is still a directives.

Items four (4) on Illustration 14 presents expression on contract correspondence: failing which shall not hesitate to carry out appropriate legal action to evict you from same. The linguistic communication here explains that the hearer is a potential defaulter hence the speaker is in the mood of going to court to seek redress or justice.

The perlocutionary purpose of the above speech acts is directives that breaching of agreement will attract litigation. The direction of fit here is world-to-words and the expressed psychological state is an attempt by S to get H to comply with something hence, the speech acts of the above contract correspondence is still directives.

ILLUSTRATION FIFTEEN (15) OLUJOBI, OLUSOLA & CO.			
ITEM	**CONTRACT CORRESPONDENCE RE: BANK'S ASSET FINANCE LOAN OF V-SAT AND COMPUTER SYSTEM**	**UNDERLYING MEANING EXPRESSION**	**FUNCTION/ CIRCUMSTANCES**
1.	Without prejudice	No bias but frankly speaking	Commissives
2.	We act as solicitors to…	Representatives	Assertives
3.	…who are herein after referred to as our'clients'….	Remain our client till the end of the Transaction	Directives
4.	….which has caused serious economic loss and loss of patronage our esteemed client	Creating problem and loss of market	Assertives
5.	It is our client instructions that he has Suffered loss of business, profits and Goodwill as a result of the insincerity of the Bank.	Affirmation of business fortunes and good names lost	Commissives
6.	Please accept the assurances of our Highest esteem, Sir	Advised assurance of recognition	Expressives

ILLUSTRATION fifteen **(15)** presents six items/speech acts.

Item one on Illustration fifteen (15) explains "without prejudice". The common meaning of this

phraseology is that there is no bias but frankly speech in the exchange of correspondence. The illocutionary force or point in the above speech acts is that the speaker does not mince words with the hearer. Therefore, the hearer should honour the contractual agreements. The direction of fit in the above named contract correspondence is world-to-word and the psychological state expressed is belief (that P) hence, the name of the above speech acts is commissives.

Items two (2) on Illustration fifteen (15) displays expressions: we act as solicitor to… common meaning here is that the speakers (lawyers) inform the hearer that they are representatives of their clients in a professional capacity. The direction of fit of the above named speech acts is words-to-word and the expressed psychological state is belief (that P) thus, the name of the speech acts or contract correspondence is an assertive.

Item three (3) on Illustration fifteen (15) demonstrates contract "lexical" expressions… who are herein after referred to as our clients' the common meaning here is that the affected party will remain the client of the lawyer till the end of the said transaction. The illocutionary force or point in the above speech acts is that the client still remains till the end of the agreement. The lawyer is acting as representatives. The direction of fit in the above speech acts is world-to-words and the psychological state expressed is an attempt by S to get H to know something. Hence, the name of the speech acts in the above contract correspondence is a directive.

Item four (4) on Illustration fifteen (15) displays speech acts expressions thus…. Which has caused serious economic loss and loss of patronage our esteemed client. Thus implied existence of problem and loss of market. The speaker of the above named contract correspondence is informing the hearer about what his action is causing for the speaker's client. The illocutionary force or purpose of above speech acts is representatives. The direction of fit of the speech acts is words-to-world and the expressed psychological state is belief (that P). Thus, the name of the contract correspondence is an assertives.

Item five (5) on Illustration fifteen (15) presents expression whose underlying representatives are the expressions: It is our client instruction that he has suffered loss of business, profits and goodwill as a result of the insincerity of the bank. The common meaning of the above contract correspondence is the affirmation of business fortunes and goodnames lost. The speaker is therefore, notifying the hearer concerning the loss suffered by his client. The perlocutionary force or purpose of the above speech acts is commissives. The direction of fit in the above statement is world-to-words, and the psychological state expressed is an attempt by S to get H informed the name of the above speech acts is commissives

Item six (6) on Illustration fifteen (15) presents expression on contract correspondence thus: please accept the assurances of our highest esteem Sir. This implies literally an established advice of recognition. The speaker of the above speech act obliged to advise the hearer on the subject matter. The spirit of assurance is recognized as a result of trust in transactions. The direction of fit of the above speech acts is words-to-world and the expressed psychological state is belief (that p) hence, the name of the speech acts is an assertive.

ILLUSTRATION SIXTEEN (16) TERRY BADMOS ADEIJI & CO.			
ITEM	**CONTRACT CORRESPONDENCE RE: ILLEGAL AND CRIMINAL CONVERSION OF CAR AND MONEY**	**UNDERLYING MEANING EXPRESSION**	**FUNCTION/ CIRCUMSTANCES**
1.	We act as solicitors for Mr. ONILEWO KAYODE here in after referred to as our Client and on whose behalf we write	We legal advisors for Mrs.Onileowu K. in the rest of this document	Assertives
2.	A copy of letter of authority duly signed By the parties are hereby attached	A letter of that authority and signed as a result of this statement is attached	Commussives
3.	We hereby given you the last warning To immediately pay up the said money The sum of N 1.1 M	We as a result of this statement give the last warning to pay N 1.1 M	Declarations
4.	NOTE THAT failure to urgently pay The money or return the Nissan Quest Car my compel US to commence drastic Legal action against you and your cohorts.	It is worth noting that inability to pay up the money will attract going to court again you and the collaborators	Directives

Illustration sixteen (16) presents (4) four items or speech acts, on contract correspondence thus: we act as solicitors for Mr ONILCEWO KAYODE here in after referred to as our client and on

whose behalf we write. The common meaning is that the speaker of the above acts are intimating or informing the hearer that they are legal advisers to the above mentioned names.

The perlocutionary purpose of the above speech acts is that the lawyers are representatives of the client. The direction of fit of the above statement is words-to-words, and the expressed psychological state is an attempt by S to get H to do something thus, the speech acts of the above statement is an assertive.

Item two (2) in Illustration sixteen (16) displays expressions on contract correspondence: A copy of letter of authority duly signed by the parties are herby attached. The common meaning is that the speaker of the above speech acts is informing the hearer that a letter authorized and signed as a result of this statement is hereby attached. The direction of fit in the contract correspondence is therefore, world-to-words, and the psychological state expressed is belief (That P) hence, the name of the speech acts is commissives.

Item three (3) on Illustration (16) sixteen expressions says: we hereby give you the last warning to immediately pay up the said money the sum of N1.1million. This implies that it is mandatory and obligatory by the defaulter to pay up the debt owed. The speaker of the above speech acts is given directive to the hearer to pay up the mentioned money. The illocutionary purpose or effect is that the lawyers are duly exercising their civic duty by representing the clients to perform actions. The direction of fit is world-to-words and the expressed psychological state of mind is an attempt by the S to get H to commit himself hence the name of the speech acts is directives.

Item four (4) on Illustration sixteen (16) demonstrate a speech acts expressions that says: That failure to urgently pay the money or return the Nissan Quest car compels us to commence drastic legal action against you. It is worthy of note that inability of the parties involved to fulfill the required obligation will attract litigation. The illocutionary purpose of the

above speech acts is directives.

The direction of fit is still world-to-words, and the psychological state of mind expressed by the speaker to the hearer is the expressions of note of finality before going to law court for redress hence the name of the speech acts or contract correspondence of the above is directives.

ILLU STRATION SEVENTEEN (17) TERRY BADMUS ADEYUN & CO. BARRISTER & ADVOCATE			
ITEM	**CONTRACT CORRESPONDENCE** **UNITED CITIZEN FOOD STUFF MARKETERS ASSOCIATION** **AJEBORIOGBON MARKET,** **AGEGE** **DATA FORM**	**UNDERLYING MEANING EXPRESSION**	**FUNCTION/ CIRCUMSTANCES**
1.	Whereby it is agreed as follows	By means of this agreement	Commissives
2.	The applicant must have a rented functioning shop in Agege market for proper monitoring	Necessity for renting a shop	Expressives
3	The two guarantors shall submit their two (2) recent passport photographs each	Submission of two passport photograph needed from the two guarantors	Commissives
4	The two guarantors shall submit their two recent passport photograph each	Submission of two passport photograph needed	Directives
5	Representation-in event of legal Representation, the chairman or secretary of association shall act on behalf of the association	The chairman or the secretary is obliged to represent in the law court	Assertives
6	I hereby consent to the content of this Data form today day of 2014	As a result of this statement of agreement I sign	Commissives

Illustration seventeen presents (5) six items or speech acts on contract correspondence/legalese. Item (1) one on Illustration seventeen (17) reads: whereby, it is agreed as follows. This speech acts has as a common meaning. Thus by means of this agreement. It is therefore established that the speaker of the above contract correspondence has a mutual understanding with the hearer of the message. The perlocutionary force or purpose of the above speech acts is that the speaker commits himself to a future course of action. The direction of fit is world-to-words and the psychological state expressed is the belief (that p) hence. The speech acts of the above is commissives.

Item two (2) on the Illustration seventeen (17) displays contract correspondence with expressions or speech acts: A minimum of N250,000 and a maximum of N500,000 with two month-duration shall be loaned to any qualified applicant. The common meaning of the above speech acts is specification of loan able amount whatsoever.

The illocutionary purpose of the above contract correspondence is to express sincerely condition between the speaker and the hearer.

The direction of fit is world-to-words, and the psychological state expressed is belief (That P) thus, the speech acts of the above is expressives

Item three (3) on Illustration seventeen (17) presents contract correspondence on necessity thus. The applicant must have a rented functioning shop in Agege market for proper monitoring. The above speech act spells out or rolls out the fundamental necessity for renting a shop in a rinted location or market place. The illocutionary effect of the above contract correspondence is commissives. The speaker has a commissive force of the course of action proposed to the hearer. The direction of fit of the above text is commisives which is words-to-world since the acts commits one to act as an intention to do something.

The psychological state expressed is the belief (That P) hence, the name of the speech acts in commisives.

Item four (4) on Illustration seventeen (17) demonstrates contract correspondence whose underlying meaning and expressions. The two guarantors shall submit their two (2) recent passport photograph each. The illocutionary point of directive is to try to get the hearer to behave in such a way as to make the behaviour match the propositional content of the directive. Therefore, submission of two passport photograph needed is an order from the speaker to the hearer. The direction of fit is world-to-word fit as directives are issued with the desire that the hearer should do what is proposed or should change the world according to the letter propositional content. The psychological state expressed is an attempt by S to get H comply with. Hence, we can conclude that the speech acts of the above is directive force.

Item five (5) on Illustration seventeen (17) says the speech acts expressions: in event of legal representative, the chairman or secretary of association shall act on behalf of association. The common meaning of the above speech acts or contract correspondence is that the chairman or the secretary is obliged to represent the association in the law court.
These are acts that invariably commit a hearer to a proposition. In other words, it is to present the proposition as representing a state of affairs in the world.

The direction of fit is words-to-words fit and the psychological state expressed is the belief that the sincerity of the speaker is taken as true or false regardless of actual truth by the hearer. The speech acts of the above is an assertive.

Item six (6) on Illustration seventeen (17) presents contract correspondence or speech acts expressions thus: I hereby consent to the content of this data from today –day of – 2014. The common meaning of the above expression is that as a result of this statement of agreement I sign, we see here that the speaker's utterance commits the hearer to undertake a

course of action proposed in the utterances propositional content. The direction of fit in the above expressions is world-to-words fit since the act commits one to act as the utterance suggests. The psychological state expressed is the belief (That p) since the commitment is neither true nor false. Hence the speech acts name is commissives

ILLUSTRATIONEIGHTEEN (18) LEKAN SALAMI & ASSOCIATES ESTATE SURVEYVORS			
ITEM	**CONTRACT CORRESPONDENCE UNISON-INN HOSPITALITY LIMITED ACCEPTANCE OF CONTRACT**	**UNDERLYING MEANING EXPRESSION**	**FUNCTION/ CIRCUMSTANCES**
1.	I have read and agreed to Unison – Inn Hospitality terms and Conditions and ready to Comply with them	Acceptance of offer	Commissives
2.	The owner must use Unison – Inn Hospitality Is construction company to build to our Specification	Obligation of specification	Commissives
3.	Breach of the terms and conditions of the Said contract will attract a penalty of Which shall be specified within the Ambit of the law	Failure to obey the conditions of the agreement will be prosecuted	Declarations
4.	I…… have read and agreed on the above Terms and conditions of Unison	Acceptance of the conditions of offer	Assertives
5.	Both parties must come together to share the profit as agreed	Meeting of the parties concerned to share profit	Directivess

Illustration eighteen (18) presents (5) five items of contract correspondence or speech acts expressions

Items 1 on Illustration eighteen (18) states: I have read and agreed to unison-in hospitality terms and conditions/terms. The underlying meaning of the above speech acts expressions is acceptance of offer. This implies that the speaker and the hearer have mutual agreement that is valid and the action purposed in the utterances is true. The direction of fit in the above speech acts is world-to-words, and the expressed psychological state is an attempt by S to get H accepted. The name of the speech acts is therefore commisives.

Item two (2) on Illustration eighteen (18) contains contract correspondence with expressions thus: the owner must use union-In hospitality as a contruction company to build to our specification. This means that the speaker and the hearer agreed on the specific construction company of their choice that is to say that, there is obligation of specification carried out.

The direction of fit is a world -to-world fit since the act commits the speaker and the hearer as the utterance suggests. The expressed psychological state is an attempt by the S to get the H committed. Hence the speech acts of the above contract correspondence is commissives.

Item three (3) on Illustration eighteen (18) demonstrates expressions whose underlying purposes force reads; Breach of the term and conditions of the said contract will attract a penalty of which shall be specified within the ambit of the law. The common meaning here is that declaration that failure to obey the condition or term of the agreement will be persecuted accordingly. The illocutionary point or force of a declaration is to bring about a change in the world by representing it as having been changed. That is to say of course, that the speaker and the hearer should be in order to fulfil the listed contents. The direction of fit is declarations because the propositional content of the above contract correspondence is taken for granted. The psychological state expressed is the belief (that p) must be committed to avoid litigations. Hence

the name of speech acts of the above expression is declarations.

Item four (4) on Illustration eighteen (18) enumerates speech acts expressions on contract correspondence: I have read and agreed on the above terms and the condition of union. The above expressions can be termed total acceptance of the conditions of offer. The speaker and the hearer have agreed on the terms of agreement. The perlocutionary purpose of force on the contract correspondence is representatives- It is to present the proposition as representing a state of affairs in the world. The direction of fit is words-to-world and the psychological state expressed depends on the sincerity of the speaker as it is the belief of the hearer that the speaker's act is taken as true or false. Hence the name of the speech acts of the above is assertives.

Item five (5) on Illustration eighteen (18) explains contract correspondence expressions thus: both parties must come together to share the profit as agreed the common meaning of the above expressions is the utterance proposition by the speaker to the hearer of a mutual meeting of the parties concerned to share the profit accrued. The speaker is also trying to get the hearer to behave in such way as to make the behaviour match the propositional content of the directives.

The direction of fit is world-to-words and the psychological state expressed is the desire that the hearer should do what is proposed; should change the world according to the uttered propositional content. Hence, the name of the speech acts of the above is directives.

ILLUSTRATION NINETEEN (19) OLUJOBI OLUSOLA & CO.				
ITEM	**CONTRACT CORRESPONDENCE RE: UNAUTHORISED USAGE OF PHOTOGRAPHY: INTRUSION OF PRIVACY AND 30(THIRTY) MILLION NAIRA AS DAMAGES**	**UNDERLYING MEANING EXPRESSION**	**FUNCTION/ CIRCUMSTANCES**	
1.	…..without their prior written consent which Violates their exclusive copy rights and rights to privacy	Regardless of permission of the laid down rules	Assertives	
2.	This infringement has caused serious Disaffection to our clients	The undue violations of clients rights have caused dis affection	Expressives	
3.	Their social status and security have Suffered serious setbacks…	Lack of safety and reduction of Behabitives dignity	Directives	
4.	We demand that you cease further use of The photographs and withdraw the Already circulated ones.	Strongly command to stop using the photograph and retrieve back ones in Used	Directives	
5.	We also demand for the sum of N 30 Million as compensation…	Strongly command to do something	Directives	

Illustration nineteen (19) presents five (5) items of contract correspondence or speech acts expressions.

Item one (1) on Illustration nineteen (19) houses or encompasses expressions whose underlying contents say: Without their prior written consent which violate their exclusive copyright and right to privacy. This implies the speaker disagreed with the hearer through the

utterance proposition that the hearer violated the agreement. In order words, there is a break in the laid down procedures without permission. The direction of fit is expressives, and the expressed psychological state is that the hearer fails to adhere to the regulations. Hence, the name of the speech acts of the above is expressives.

Item two (2) on Illustration nineteen (19) of the contract correspondence demonstrates infringements of right: this infringement has caused serious disaffection to our clients. The common meaning of the above is that the speaker is expressing his thought to the hearer affirming that the undue violation of his clients right have seriously caused disaffection for the transaction. The direction of fit is world-to-words because human right is fundamental in any transaction process. The psychological state expressed is the belief that the hearer shall hold warning or refrain. The name of the speech acts above is expressives.

Item three (3) on Illustration nineteen (19) displays expressions on contract correspondence this: the social status and security have suffered serious setbacks. The above speech acts expressions mean lack of safety and reduction of dignity. This implies the speaker's utterance proposition relates the havoc the attitude or behaviour of the hearer has caused his client. The perlocutiuonary effect or purpose is behabitives The direction of fit is world-to-words and the psychological state expressed is the belief that the hearer should behave well as decorum demands. Hence, the speech acts of the above contract correspondence is behabitives.

Item four (4) on Illustration nineteen (19) comprises contract correspondence thus: we demand that you cease further use of the photographs and withdraw the already circulated ones. The above expressions the speaker utterance proposition is strongly using the photographs and retrieve back on the ones in circulation. The illocutionary force or effect of the above utterance is a strong directives to the hearer.

The direction of fit is world-to-words because humans usually fail to honor promises in the world. The psychological state expressed is the belief that the hearer should comply with. And the name of the speech acts of the above is directives.

Item five (5) on Illustration nineteen (19) presents illocutionary expressions of contract correspondence thus: we also demand for the sum of N30 million as compensation. This implies that the speaker is strongly commanding the hearer to do something by paying the specific amount mentioned. The perloctionary force or purpose is breach of contract that really propelled the ultimate demand. The direction of fit is world-to-words, and the expressed psychological state is the belief that the S has given the H directives because of the breach of agreement. Hence the speech acts of the above is directives.

ILLUSTRATION TWENTY(20) OLUJOBI OLUSOLA & CO.			
ITEM	**CONTRACT CORRESPONDENCE** **ATTENTION: MR. ADEMOLA ADESANYA** **RE: RENT REVIEW – 2 BEDROOM FLAT**	**UNDERLYING MEANING EXPRESSION**	**FUNCTION/ CIRCUMSTANCES**
1.	We have the instruction of our client…	Order to carry out instructions	Directives
2.	…violating the rent control and Recovery of Residential premises law of Lagos State	Breach of agreement and disregarding constitutional authority	Expressives
3	A tenant can therefore refuse to pay an Arbitrary increase	Exercing a fundamental right to refuse payment	Assertives
4.	…and seek remedy before a court of law Or Rent Tribural	Right to seek justice from a law court or Tribunal	Assertives

Illustration twenty (20) present (4) four items of contract correspondence: Item (1) one on Illustration twenty (20) states: we have the instruction of our clients. This implies the speakers (Lawyers) have been specifically ordered by their client to intimate the hearer about the notice. This instruction is necessitated by the actions of the hearer to the speakers' client. The perlocutionary purpose or effect is that an order is established. The direction of fit is world-to-words and the psychological state expressed is the belief that the order should be complied with. Hence, the name of the speech acts of the above is directives.

Item two (2) on Illustration twenty (20) presents illocutionary expression on contract correspondence thus,…Violating the rent control and recovery of residential premises law of Lagos state. The above speech acts expressions could be interpreted as a breach of agreement and disregarding constitutional right. The speaker's utterance propositions to the hearer is lack

of consideration to the agreement entered. The direction of fit is world-to-words, and the psychological state expressed is the belief that the hearer failed constitutionally to obey the law of the land. Hence, the name of the speech acts is representatives.

Item three (3) on Illustration twenty (20) obviously displays illocutionary contract correspondence expressions: Thus a tenant can therefore refuse to pay an arbitrary, increase. The common meaning is that the speaker's utterance proposition is empowering the hearer to exercise his fundamental right to refuse arbitrary increase of house rent. The principle of impressibility is emphasized between the speaker and the hearer.

The direction of fit is words-to-words, and the psychological state expressed is the belief that the word should be made known to the world. Thus the speech acts of the above is assertives.

Item four (4) on Illustration twenty (20) demonstrates contract correspondence whose underlying representatives state… And seek remedy before a court of law rent tribunal? The above legalese means a legal right to seek justice from a law court or a tribunal. The speaker's utterance proposition to the hearer is the right the hearer possessed to exercise in seeking remedy or redress.

The direction of fit is world-to-words, and the psychological state expressed is the belief that the hearer should exercise his rights.

Hence, the name of the above speech acts is expressives.

5.2. Analysis and Discussion of the Illocutionary Force / Purpose of Speech Acts

This section of the study deals with the illocutionary forces of the contract correspondence. This is necessary to determine the intention of the speaker concerning the contract correspondence. For case of analysis, and understanding sake, we have grouped the contract correspondence based on their individual intention with an exhaustive discussion on them. Let us discuss what is meant by illocutionary force

5.2.1 The Illocutionary Force and the Contract Correspondence

5.2.1.1 What is Illocutionary Force?

Thomas (1995) says the illocutionary force of the utterance "refer to the speaker's communicative intention" this means that every communicative event or utterance has a force (intention) behind it. Utterances are not just made for the sakes of making them , but they usually have a purpose. Hence, a speaker will, for example, not just utter a speech, he has a reason for doing so.

The above definition also echoes in Odebunmi (2001) as he also defines illocutionary force as the intention the speaker has to utter the exact utterance" He goes on to say that "Linguistic communication takes place largely when we perform illocutionary acts i.e when our intention e.g making promises offer apologies etc are communicated to the hearer" (2001:90).

From the above we can understand that illocutionary force is a very important part of communication as it enables the hearer to do exactly what the speaker wants him to do, that is, it brings about understanding on the part of the hearer. This is, because both utterance meaning and force are two different things in communication.

> The request 'will you shut the door? Is appropriate only if (a) the door is open (b) the speaker has a reason for asking and (c) the hearer is in a position to perform the action. If any of these conditions does not obtain, then a special interpretation of the speech act has to apply. It may be intended as a joke, or as a piece of sarcasm. Alternatively of course, there may be doubt about the speaker's visual acuity or even sanity? (1987:121)

And to understand them is essential. Thus in the words of Crystal (1987):

According to Thomas (1995) the term illocutionary force was introduced by the philosopher J.L Austin and it is the second component of speaker meaning. Its importance is painted better in this example cited in Thomas (1995)

> Imagine someone says to you: is that your car? And suppose further that because of the context in which the question is asked, there is no ambiguities of sense or reference, that the word "that indicates a unique entity (your car) and you refers to you. So although you have no problem in understanding the utterance meaning (the first level of speaker meaning), yet still you might not understand the force behind the question. Is the speaker expressing admiration or expressing scorn? Is it a complaint that your car is blocking the drive? Is the speaker requesting a lift into town? These are all example of the different forces which the same utterance might have (1995:18)

In all of this, when we fail to carry out the dictates of an utterance to latter, then communication hasn't taken place. Hence, this quotation from Thomas (1995) is incisive:

> Most of our misunderstanding of other people are no due to any inability to hear them or parse their sentences or understand their word….a far more importance source of difficulty in communication is that we often fail to understand a speaker's intention (1995:18)

From the foregoing it becomes distinctly clear that there is no overlap of function between the illocutionary force and the perlocutionary acts (effects) Crystal 9187) writes thus:

> It is important to appreciate that the illocutionary force of an utterance and its perlocutinary effect may not coincide. If I warn you against a particular course of action, you may or may not heed my warning (1987:121)

5.2.1.2 Illocutionary force in the contract correspondence

In this section, we attempt a classification of the contract correspondence into their illocutionary force. The twenty illustrations of contract correspondence are grouped into six

depending on their illocutionary forces. The groups are presented below and discussed accordingly.

5.2.1.3 Group I the illocutionary force of warning

The force of the text in this group is to warn parties involved on the danger inherent in breaching of agreement. In Illustration one item five, the speaker says failure or neglect or otherwise refused to adhere to this demand. This is on 9 note of warning to the concerned parties which must be religiously obeyed. This statement is telling the parties that bad phenomenon/scandalous or unpleasant may happen in the feature so that they can try to avoid it.

In illustration six items five, parties are seriously admonished to fulfill their agreement

In Illustration four, item seven the parties are warned to take action appropriately and to fulfill their promises concerning the money borrowed.

In Illustration eleven, item four, parties are warned that a word is enough for the wise.

In Illustration fourteen item two, parties are also warned to comply with the decision reached in Illustration fifteen item one, parties are seriously warned for causing serious economic loss and loss of patronage too.

In illustration sixteen, item three, parties are equally given the last warning to pay up the million they owed.

In illustration eighteen item three; parties are seriously warned to obey the conditions of agreement.

The speech acts above have clearly demon started the force or effect of warning to the parties on contract correspondence correspondences.

5.2.1.4 Group 2 the illocutionary force of advice

The force of the texts in this group is to advise the parties involved in the contract correspondence or legalese. This force is a suggestion about what somebody or parties should do to avoid trouble or unexpected in a particular situation.

In illustration four items seven, for example, parties are advised to act promptly by taking legal action to right the wrong perpetuated.

This explanation also holds for illustration eight, item four, parties are seriously advised to follow a specific instruction otherwise litigation will follow.

In illustration nine item five, we shall have no option but to take the necessary legal action the act of advice is established. It emphasizes that party should heed advice otherwise a legal proceeding to right the wrong will be instituted. In addition to the above speech acts, item six in Illustration nine, the texts advised the parties to act promptly to avoid litigation or crisis too.

In Illustration thirteen, item three, parties are advised to vacate a house or apartment. This ultimatum is a declaration based on advice to quit the premises.

In Illustration fifteen item three, parties are also advised and equally directed that the mentioned parties still remained their claim till the end of the transaction.

In Illustration sixteen item one, for example; parties hereby act as legal advisers for Mrs. Onileowu till the end of the transaction. The force of the text in this group has really advised the parties involved so as to avoid unnecessary litigation or disagreement.

5.2.1.5 GROUP 3: The illocutionary force of request

The force of the texts in this group is to make a clinical request, that is asking for something or from somebody politely or formally. This is necessary to enhance and promote smooth relationship and mutual understanding and agreement.

In Illustration two, item two, the speaker makes a humble request for the extension of duration for the payment of loan facility granted by the banker. Of course, this request is necessary for transactional cooperation.

In Illustration three, item two, there is a pertinent indirect request made by the speaker to the hearer that the tenant should renew his tenancy for another period of six months.

In this scenario, the speaker seeks the cooperation and willingness of the hearer for the demand made. In illustration four, item five, there is another request established.

The speaker requests that the hearer should compensate his client based on the loss suffered. Here the principle of cooperation is strictly adhered to.

In Illustration five, item six, there is a formal request made by the speaker to the hearer thus: this request is informed having regards to the peculiar accommodation problem in the state and its environs. Here, the request of being considerate about the peculiar problem in the state and its environs is explicit and compassionate.

In Illustration five too, item seven, another passionate request is made by the parties involved. The speaker asks that in the light of the above, we humbly request that you prevail on your client to accept our offer. This is a formal request to persuade or convince the parties involved.

In Illustration ten, item two, parties hereby request and demand for the sum of N5,000,000 (million) only for the damages caused on the personality of our client.

In this scenario, parties made a request for the payment of a specific amount. This development would enhance mutual understanding and benefit.

In Illustration eleven, item three, parties write to demand that our client items or belongings are released to him.

This is a formal request for the right of the parties concerned.

In Illustration thirteen, item four, parties asking for intervention of offer thus: we humbly request that you prevail on your client to accept our offer. This request required persuasion and cooperation for the mutual benefit of the parties.

In Illustration fourteen, item three parties are requesting on demand to pay a sum of money. The text or contract correspondence says: we request that forward you bank certified cheque for the sum of (N3 million) three millions parties here specified the agreed sum of contract on demand and this request is formal and also polite in nature.

5.2.1.6 GROUP 4: The illocutionary force of breach of contract

The force of the texts in this group is to create awareness of a failure to do something that must be done by law. In other words, it implies an action that breaks an agreement or a relationship between people or to behave in a particular way.

In Illustration one, item four, parties break open the agreement reached unprofessionally. The text or contract correspondence reads thus: as a result of professional negligence and breach of contract on the part of your company. This implies that parties have disagreed. Thus a legal action could be taken to seek redress or right the wrong.

In Illustration four, item four respectively, a breach of contract is established. The company has therefore, broken an agreement or a relationship. This can be redressed in a law court and justice is done accordingly.

In Illustration eight item two, parties break agreement. The text states: after several calls, promises, meetings, and demand on the captioned matter, there is still breach of contract. Parties liable should face the music and bear the sanctions, accordingly.

In Illustration fourteen, item four, breach of contract is established. Here reads the text: failing which shall not hesitate to carry out appropriate legal action to evict you from same apartment. Parties have broken the agreement or relationship that binds them together.

In Illustration fifteen, item five, affirmation of breach of contract by the parties concerned is established. The organization or institution insincerity about the agreement between the parties has led to loss of business fortunes, profits and of course goodwill too. This scenario of breaking agreements is tantamount to lack of trust and litigation exercises.

In Illustration twenty, item two, parties however, breached agreement and disregard constitution authority.

This singular violation of rent control and recovery of residential premises law of Lagos state is punishable in law if the parties concerned are found liable or guilty to the offence mentioned.

In sum, the illocutionary force of this group reminds the parties to be conscious of their deeds when entered any agreements. Taking contract for granted is scandalous. It could mar or put in jeopardy the good will, reputation or personality and the good name of the parties.

5.2.1.7 GROUP 5: The illocutionary force of notification

The force of the texts of contract correspondence in this group is to create classical awareness of the act of giving or recurring official information about something or somebody in advance respectively.

In Illustration one, item seven, parties notify of a specific time before a legal action is duly taken. The speech acts or contract correspondence states: take notice that is our client position that unless you make speedy effort to remediate the situations within two weeks. The scenario here is that getting or telling information to the parties before hand or in advance will assuredly enable the parties to take necessary precautionary measure.

In Illustration two; item two; respectively parties also notify the bank by request for the extension of duration for the payment of loan facility granted by the banker. Getting necessary information in advance would also help avert some unforeseeable risks that might hinder the smooth agreement.

In Illustration three, item one, notification of discussion with the parties concerned is established, the text reads thus: please be informed that we have discussed same with the landlady. It is categorical that parties are already aware of the necessary information in advance to enable the parties to take precautionary action.

In Illustration four; item two; parties here have the instructions of clients to duly inform you as follows: this implies that the speaker is authorized to inform the hearer professionally in advance. Parties are not therefore caught unaware in this scenario.

In Illustration four; item six, there is contract correspondence thus: take notice that unless we receive full payment of the amount demanded within two weeks. Here a notification correspondence is established. Parties are already aware of the amount demanded before the given date.

In illustration five, item one; parties received the appropriate notice by the government order to pay certain money. That is to say that, the concerned parties has briefs using details to pass statutory notices served on them. With the instruction to pay. It is established here that parties

had the necessary information in advance. There is no excuse or ignorance of the law whatsoever.

In Illustration five, item three; parties are already aware beforehand according to this text…. Having read through the said notice, it appears that your client Mrs Bruce did not brief your good self properly in respect of the tenancy. It is clearly and obviously established from the context and import of the notice that there seems to be mis-information about the transit action. This perhaps might lead to misunderstanding and lack of necessary action.

In Illustration eight item one, parties duly made reference to the amount owed. It is quite obvious that precautionary measure is expected to be taken in due course.

In Illustration nine; item three parties are duly notified that the reputation of their client has been damaged. That is to say, that defamation of character is duly established.

In Illustration nine; item three, the text read: you are to quit to the premises upon the expiration of your tenancy on February. Parties have been duly informed to vacate a premises at a specific date. This scenario would enable the concerned parties to make necessary arrangement to avoid break down of law and order.

In illustration ten; item three, a due notification is established according to the following contract correspondence please be informed that we have agreed that your client Mr Olayemi Ajiboye should renew his tenancy for the period of six months. Agreement between parties is established in advance. There is no excuse or ignorance of any action taken to prevent the break of law and order. In illustration eleven; item two; parties duly established notification of final services.

If they failed to fulfill their contractual deed, litigation might follow. It is established in law domain or ambit that wherever a party refuses to gives a due consideration to the other, the affected party might seek redress in law court to right the wrongs. From the foregoing; the

illocutionary of notification is evident. It has assisted parties in keeping them abreast and in making necessary or adequate preparation a head.

In Illustration twelve; item three; parties are duly served and notified on a specific date. It has been established that any precautionary measures could be taken to avoid the break of law and order.

In Illustration thirteen; two; parties established a notification. The text read thus our client has briefed us in details and passed unto us the said statutory notices served on him with instruction to reply same. Parties are hereby notified of the public order served on them. The message is clear. There is no misinformation or misinterpretation of statutory order.

In Illustration fourteen, item one; parties are duly notified of order and offer too concerning properties in their vicinity that attract high rent per annum. It is established here that the necessary information about the properties is already given in advance. Necessary cooperation could still be established to avoid the break of law and orders.

In Illustration sixteen; item four; it is established here that parties have failed to heed the notification given beforehand. It is worth mentioning to notice that in ability to pay up the money agreed or demanded will attract going to court. The parties and their collaborators or cohorts have failed beyond reasonable period to reach agreement. Justice must therefore be sought from the law court.

5.2.1.8 GROUP 6: The illocutionary force of litigation

The force of text or contract correspondence in this group is to inform the parties about law suits. Litigation refers to a process of carrying on law suits. In other words, a system of making or defending a claim in the court of law.

In Illustration one; item six; the lawyers are obliged to take any action to correct the wrongs or anomalies through litigation or law suit. It is obviously established here that the parties having exercised enough restraints and patience have no option but to take the necessary action to redress the wrongs committed against the affected party.

In Illustration eight; item three; an example of law suit is being carried on as a result of the failure by the concerned parties to fulfill a promise of completing payment. Of course, litigation is the last option or step that cheated parties might take or carry on to right the wrongs.

In Illustration eight, items six; an example of law suit is evident because parties failed to keep to their contractual deeds or undertakings.

In Illustration nine, item five; the text or contract correspondence states thus …. We shall have no option but to take the necessary legal action. It is therefore established here that, parties have proceeded or commenced a legal action due to the failure to keep to agreement reached.

In Illustration eleven, item three; parties have written to demand for their clients items be released. Failure to heed this demand might attract the process of law suit. As the law hope of common people.

In Illustration twelve; item five; the process of litigation is established; the fundamental rights of the parties or client must be defended or enforced whenever a consensus, negotiation or compromise failed. Litigation is the last logical option to claim or defend rights.

In Illustration thirteen; item five; strong evidence of preceding law suit to settle is established. The text or speech acts states thus; we strongly believe that the appropriate quarters to channel this matter is the court and not the police. Parties are expected to seek

justice in law court not police stations. Because people believe that miscarriage and injustice pervades and is rampant in police stations or custody. Justice is always denied and delayed.

In Illustration sixteen; item four; it is quite evident here that parties inability to pay up the agreed or specific money due would attract law suits against the defaulters and their collaborators. A due process of comprise and fairness have been exercised in this scenario. If the parties are liable however, a process of law suit would automatically commence.

In Illustration eighteen; item three, an example of litigation is established, that is, seeking justice in court.

The speech acts or contract correspondence states thus: breach of the terms and conditions of the said contracts will attract a penalty of which shall be specified within the ambit of the law; this implies that parties failure to obey the conditions of the agreement will be duly prosecuted.

It should however be noted that, the actual wording of a contract only becomes important when a dispute arises and litigation is at hand.

5.3 Summary of the chapter

The foregoing chapter has firstly, focused on the data presentation. Secondly, the experimentation, the data presentation proper named Illustration one to twenty, discussion and objective analysis, have been categorized and described as well. Thirdly, the illocutionary forces of warning, request, notification. Breach of contract and litigation were clearly explicated empirically.

The aim of this chapter was to provide a basis for the practical part of this thesis, the objective of which to explore the sample documents and find instances of the classification of the relations that exist in the contract correspondence taxonomy.

Finally, it is an indisputable fact that the set goals for this vital chapter has been established and achieved.

CHAPTER SIX

FINDINGS, RECOMMENDATIONS, AND CONCLUSIONS

INTRODUCTION

This chapter examines and equally extols the virtues of the thesis set goals and objectives in a laconic manner. It further focuses on the major findings of the experimentation, the conclusion of the procedures, findings and the recommendations respectively.

6.1. FINDINGS

In chapter four, we investigated the significance of Pragmatics, the speech act theory and the cooperative principle to the study. It examined each of the speech acts in our data and an attempt was made to present, describe and analyze them into their different speech acts types. In chapter five, as it were, we critically investigated the contracts entwined with illocutionary forces as well as the underlying meanings and functions of contract correspondence.

In this chapter, we discuss the findings, conclusions and recommendations. Consequent upon the analysis of our data, the following findings were made. It was subtly discovered that contract correspondence have communicative values other than the mere transactional and transformational motives that is to say, imposing obligations and the enforcement of their obligations which they were thought to contain. In other words, contract correspondence are discourse units (a sub-variety) of legal English, but are only transactionally inclined so as to play down the importance of their message and not to put the parties in trouble.

We have also found out that contract correspondences are a form of education, information, advice, request, notification, remedy etc. This is necessary because contract correspondence are investigations which come out of the abundance of the contract lexicologist (law draughtsman or lawyers) experiences and challenges which come as warning messages between the speakers and the hearers (parties) have demonstrated the note of finality on warnings.

It was also discovered that the import of contract correspondence can be informed of advice. This can be given among other functions to avert trouble transactional, transformational, enhanced relationship, promote good will and cooperation, avoid jeopardy and equally smoothen transactional relationship. The pieces of advice were practically demonstrated in Illustration four, items seven, illustration eight item four, illustration nine, item five, illustration six, item thirteen, etcetera, across on daily basis in the performance of their activities.

These experiences and challenges have become part of the contract lexicologists (legal draughtmen) sub-consciousness. Hence, wherever the lawyers pick their pen to draft contracts, they will not write from a vacuum but from the angle of a wealth of experience. The lawyers or barristers made it clear that contract correspondence are dynamic, obligatory and enforceable indeed. Another thing that we found out was that contract correspondence can be of any medium of warning, at least our analysis in Illustration or text one item five, illustration five, item three and the host of other series.

Another glaring thing that we found out is the fact that most of the contract correspondence were issued out as requests between the parties. This singular function was also practically demonstrated in Illustration two, item two, Illustration, three item two, Illustration five item six, Illustration four item five and the host of others respectively.

It was also discovered in our analysis of contract correspondence that speech acts have force of notification. The notification can have different meanings or interpretations of course, in Illustration one, items seven, Illustration two, item two, Illustration three, items one, Illustration four, item two, illustration three, item one. Illustration four, item two, and six, Illustration five, item one. Illustration eight, item one. Illustration eight, item one and the host of other striking notifications are clear demonstration and manifestation of information, request assurance, plea, etcetera dissemination scenario.

It is quite obvious that the litigation can come from different sources and from different reasons. For example, in Illustration one, item 6, the litigation was from the lawyers to the hearers or defaulters of the contract. In illustration eight items three and six, Illustration nine, item five, Illustration eleven, item three, they were all from the lawyers to the offenders or defaulters. Whereas, in Illustration twelve item five, Illustration thirteen items five and Illustration sixteen items four respectively. It were deduced that reasons like disobedience, disloyalty, unfaithfulness, dishonesty among others were primarily responsible for the litigations or law suits or prosecutions.

We investigated a total of one hundred and seven speech acts which were generated from the contract correspondence, meaning that the contract correspondence had about one hundred and seven sentences, out of these one hundred and seven speech acts, 31 are Directives, constituting 28.97%, 27 are assertives constituting 22.42%, 24 are commissives constituting 12.40%, 13 are declarations constituting 26.16% and 11 are expressives constituting 10.28%.

From the above, it is clearly discovered that directives are used more than the assertives, commissives, declarations and the expressives. The reason is not farfetched. Assertives commit the speaker to the statement that is believed to be true or false.

Commissives also commit the speaker to future action. Declarations commit the speaker to declare things happen or saying makes it so: expressives express the psychological state of the speaker.

It is interesting and stimulating to still know from our investigative findings that speech is fundamentally a social act of doing things with words. It was discovered from the contract correspondence analyses that illocutionary acts (as opposed to perlocutionary) acts are characterized and recognized first. Illocutionary acts can often be successfully performed simply by uttering the right explicit performative sentence, with the right intentions and beliefs, and under the right circumstances. Second, illocutionary acts (unlike perlocutionary acts) are central to linguistic communication.

Of course our normal conversations are composed in large part of statement suggestions, requests, proposals, greetings, and the like. When we do perform perlocutionary acts such as persuading or intimidating, we do so by performing illocutionary acts such as stating or threatening.

Third and most important, unlike perlocutionary acts, most illocutionary acts are used to communicate, have the features that one performs them successfully simply by getting one's illocutionary intentions overtly recognized. Finally, from the discussion so far, it has been established that SPEECH ACTS THEORY (SAT) is so inextricably linked with contract correspondence.

6.2 CONCLUSION

It is quite obvious that legal language includes some very complex linguistic practices of an ancient profession. Legal language is a system-and culture-bound language. Its special style, lexis and syntactic structure depend on the society in question and its legal thinking. Each legal system has its own perception of legal reality, which results in different legal concepts.

The language of law overlaps to a certain extent with the language of ordinary use. Although the legal language uses field-specific terms that are not used outside the legal environment, it uses a vast amount of words in their ordinary meaning and a number of polysemous words that acquire a specialized legal meaning beside their meaning.

Legal English is a language of long tradition. Apart from English words, many legal terms originate in Anglo-Saxon, French and/or Latin.

The original magical nature of law can be still traced in the contemporary legal writing: the sentences are long and complex; many expressions are doubled or tripled by near-synonyms, often alliterated. Despite the efforts of the plain English Movement, many legal texts still contain old-fashioned expressions and their syntax is improperly punctuated.

The study empirically affirms that Cao (2007, 13-20) classified legal language with respect to the nature of its use that can be described as normative, preformative and technical.

Normative

The Language of law is used to impose rights and obligations; it is largely prescriptive. Law's basic function is to regulate human behaviour and human relations. Law exists as a set of prescriptions having the form of imperatives defining and enforcing the arrangements, relationships procedures and patterns of behaviour that are to be followed in a

society (Cao 2007,12, quoting Jenkins 1980,98). Legal language serves to communicate the legal norms to their addresses.

Performative

The speech act theory developed by J.L. Austin and J.R. Searle makes language responsible for effects in reality. Speech is not only words but also actions. By uttering certain words, the meaning of the facts may be changed. Legal effects and legal consequences are commonly obtained by merely uttering certain words (Cao 2007, 14), for example, in a court's judgement in front of a clerk or a priest during the marriage ceremony.

Technical

The question of technicality of legal language is not perceived consistently. One position argues that there is no legal language as such and it is a part of the ordinary language. The other holds that legal language is a technical language.

In summation, what has been done in this study is to investigate those features that characterize contact correspondence using the speech acts theory as a proactive and veritable linguistic weapon. What has been found out in this study are significant scholarship findings which are in tandem with the desires and goals of the study. It tends to view the thesis through rose coloured spectacles.

In fact, all the objectives set up for this thesis were followed in such manners so that the aims of the practical part could be reached successfully. The theoretical part of this thesis provided some important elements concerning the domain or ambit of law in terms of linguistic communication, stylistic, historical and speech acts backgrounds or pedigrees.

Chapter one highlighted the changes in the linguistic approaches to the study of languages, communication versus language, linguistic in globalization along, the aims of the study,

research methodology, research question, significance of the study, etcetera with the primary achievement of the structuralists.

Chapter two, brought the attention of theoretical orientation of the previous scholarships. This was subtly done not to criticize the works of other researchers on the study but to systematically present the views of other researchers who have scholarly contributed to the genre, style and its concepts viewed by seasoned scholars, and the vivid description of the legal register. It also listed the significance of stylistic and the levels of stylistic analysis.

Chapter three proactively outlined and presented the historical development of legal English and documents. It also underlined some of the primary events and factor influencing the character of the present day legal English, Semantics as panacea for an effective linguistic communication discussed.

Chapter four titled theoretical framework, clinically explicated the importance of Pragmatics, Grice maxims and cooperative principles to the study. It explains the speech act theory advocated by J. Austen, Searle, Bach and Allen. The study adopted Searle's speech act theoretical framework and taxonomy.

Chapter five, titled Contract and Law, clearly and effectively elucidated data presentation, discussion and analysis. This is the crux of this thesis. It touched upon the research topic/theme contract correspondence. The definitions, explanations, terminology, and linguistic character were discussed in some detail. On this ground, the theoretical part made a startling point for the practical one. In the analysis and synthesis, some samples of contract correspondence were examined to identify the speech act markers and the illocutionary forces of the texts or contract or Illustrations were representatives of, and to study how close the texts or contract correspondence were to norm of the speech acts theory (SAT).

Chapter six, "Findings, Conclusion and Recommendations", highlighted the striking findings from the practical illustration items concerning the meanings and the functions of illocutionary forces, recommendations of the dynamic and simplified versions of contract correspondence from the lexical and syntactic view points and it was concluded that the texts or contract correspondence fall into ambit or domain of law.

From the above, we emphasize here that this research is aimed at stimulating further researches in the study. Hence, we do not lay claims to being exhaustive. Because academic research on the intersection of language and the law is relatively a recent phenomenon, with much of the work dating from the 1980s. In the obvious connection, we believe that this research will open up further interest in speech acts, sociolinguistics, legal English and other linguistic genres as regards their uses in contract correspondence. For example, proactive researches could be conducted into:

- A stylistic analysis of business contracts
- Lexico-syntactic analysis of contract lexical expressions.
- Lexico-semantic analysis of contract lexicon.
- Sociolinguistic analysis of socio political contract lexicon.
- Sociolinguistic analysis of contract lexical expressions.
- Text linguistic analysis of contract Correspondence.
- Textuality in the language of sociopolitical contracts

In this thesis, utterances are examined by their propositional content, the intention of the utterance, and its outcome. By studying how utterances are formed and issued, and along with looking into utterance circumstances and sincerity, one can garner a clear glimpse into what constitutes a performative speech act and what does not.

Finally, whether this study is a good one or not from the point of view of psychology, sociology, philosophy, history or rhetorics is a different thing entirely. Speech Act theory (SAT) possesses a robust tested, tried, trusted, accepted and predicative methods of analysing language. It is hoped that this study has been able to throw a researchable light on some logical contemporary discussions. The study is a word-lover's treasure trove, from which researchers can build up a hoard of gems for future references.

I could also see that within those pages of this thesis lay a gold mine of issues, not just concerning the law but dealing also with the use of language.

6.3. RECOMMENDATIONS

Following our findings in the data analysis in the previous chapters, the following recommendations are logically made.

To ensure that a contract correspondence says exactly what it is meant to say, and leave no chance for misinterpretation or ambiguity, the drafting man of the contract correspondence has to pay a special attention to the precision of wording, and avoidance of misleading and ambiguity.

Also, contract correspondence or lexical expression, a variety of legal English should be presented in a plain form and precise wording. That is to say, to tell that fact and express the meeting of minds of the parties in an extremely precise way, the draftsman of the contract is reliant on established forms and tends to employ tested and trusted mode of expressions.

Similarity, formal words are usually employed in English for contracts generally speaking, most of them originate from Latin, French or other languages. The function of these words is to increase precision and avoid ambiguity in business contracts and increase the seriousness of the content. It must be emphasized that contract correspondence or lexical

expression should be written more in direct and clear specifications for exact meaning and the wording must be formal and it does not bring individual emotional hint.

Another symbolic suggestion or recommendation here is that contract correspondence or lexical expression are obviously characterized with archaicisms, appearing inform of compound adverbs e.g. herein, whereof, whereas, thereby etc which helps maintain the formality and exactness of English for contracts. At the same time, they make the contracts difficult to comprehend because they are rarely used in our daily life. The frequent use of archaic words should be minimised and drastically reduced for an easy assimilation and comprehension.

Moreover, the uses of loan words are unique with contract correspondence especially those that are of Latin or French origin are frequently employed. These loan words do create in accurate expression and in precise meanings of the contract concepts for a layman. Hence, those loan words should not be conserved in English for contracts. It is evident that many English contracts work as a legal document and weapon for enhancing the development and being on guard for payment risk.

Furthermore, a contract is a legal document which is signed and duly obeyed by both parties. Therefore, it is recommended that the language of contract should employ definitiveness and exactness. In fact, the preponderance of technical terms that usually impede clarity and comprehension of transactional purposes should be discouraged.

In addition to the above recommendations, the use of double synonyms and superfluous words which is an outstanding characteristic of contract correspondence should be avoided or reduced. Avoidance of commonly used reduplications of synonyms or near-synonyms to obey the habit of contract correspondence should be unceremoniously discarded.

Because of the scope of this thesis, I could not deal with every single problematic nuisance arising in the contract correspondence. In the final recommendation, contract correspondence or legal language must be judged by how clearly and effectively it communicates the rights and obligations conferred by a constitution the opinion expressed by a court, the regulation embodied in a statute, or the promises exchanged in a contract. While ordinary people may never understand every detail of such documents, our law should be stated as clearly and plainly as it can be. Democracy demands no less.

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