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The Complex Sentence in Legal English: A Study of Law Reports

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Abstract
Using Halliday's Systemic Functional Grammar as its theoretical framework, this study analyses case reports of Ghana's Supreme Court decisions which were published in the *Daily Graphic* of 2011 and 2012. There were 87 such cases reported in the newspaper in that period.
The study is based on the assumption that legal English is a recognized specialized form of language use and that the language is specific to the special requirements of the law. Earlier studies have noted that the pursuit of precision, clarity and all-inclusiveness is an important goal of legal language.
Accordingly, in this work, we have established that these goals of precision, clarity and all-inclusiveness are achieved through the use of detailed information to avoid confusion and ambiguity in the interpretation of the law. If legal language is perceived as complex and incomprehensible, it is because there are specific linguistic steps taken to ensure that the language is precise, clear and unambiguous. One such measure is the use of grammatical structures. For instance, in order to accommodate the high volume of information within a sentence, different structural types of clauses are used in the law texts.
The main question we answer in this work is: what are the linguistic structures we find at the Unit of Sentence in law reports?
From the analysis, the following results have emerged. The declarative is the only sentence type used in the reports which we analyzed. In addition, it is noticed that hypotaxis is the preferred clausal relationship in this variety. As a result, the picture that emerges in this analysis is that there is the overwhelming dominance of the dependent clause type.
This is an indication that

a) there are links between ideas in the sentence
b) there is the process of information integration in the legal texts
c) there is information ranking in the texts

All these indicators are realized through rankshifting, a grammatical process which has facilitated the packaging and the ranking of the ideas in a single sentence

Introduction

There is no doubt at all that legal language is a recognized specialized form. The language is specific to the special requirements for which the law is put into use. Indeed, as Maley (1994) has noted, present-day legal discourse retains its identity as a highly specialized and distinctive type or genre of English.
However, we must point out that, given that fact that there are a variety of legal situations, there is not just one type of legal discourse, but a set of related legal discourses. In effect, there is not one homogeneous discourse type but several related legal discourse types. The implication is that, in writing about the language of law, it is necessary to specify which type of legal discourse one is interested in.
For example, according to Hiltunen (1990), there are three main types of legal writing:

a) academic texts on law which consist of academic research into the use of language in the process of law. We find this type of discourse in academic journals and legal text-books
b) legislative or statutory writing which deals with the language employed in the statutes, such as we find in the Constitution of a country, the Acts of Parliament, contracts, treaties, etc.
c) juridical texts which represent the language used in adjudication such as court proceedings, judgements, law reports, etc.

Each of these types of writing will involve different linguistic choices. However, all these different text-types deal with the law. Therefore, there are certain basic characteristics they all share, because the practitioners of law are all involved in legal communication.

For instance, an important aspect of legal language is the pursuit of precision and relevance in the use of language (Gbenga, 1993). This goal has influenced the linguistic choices legal practitioners have made in the process of law. Legal language aims to deliver clear legal information, not to cause confusion and unnecessary argument among litigants. Therefore, no matter which aspect of law is being dealt with, the effort is to ensure that there is very little room for ambiguous use and interpretation of the law.

In the view of Vystricilova (2000), legal writing is what it is, not only because of the intention to ensure that legal rules display clarity, precision and unambiguousness, but also because it is influenced by the goal to achieve all-inclusiveness. In other words, the law must be clear, precise, unambiguous and all-inclusive.

In law, the issue of clarity has become synonymous with semantic certainty, lexical precision, and

syntactic syncretism (Butt and Castle, 2006). The desired goal to achieve precision in the law has led to piling up large amounts of information within a sentence, a situation which has influenced the type of linguistic structures we find in many legal documents. Legal language tries to cover all possible contingencies and conditions. According to Shitu (2011:71), the result is that "legal sentences are usually self-contained units which convey all the sense that has to be conveyed at any particular point……"

Accordingly, we assume, in this study, that the goals of precision, clarity, and all-inclusiveness in legal language are achieved through the provision of detailed information in order to avoid confusion and ambiguity in the interpretation of the law. Thus, the linguistic features associated with legal language have arisen because legal discourse relies on the provision of detailed information to achieve precision. This is what Tiersma (1999) refers to when he observes that legal language is often too difficult for non-lawyers to understand because it is full of wordiness, redundancy, and specialized vocabulary, often characterized by lengthy, complex and unusual sentence structures.

Indeed, an often-cited perception of legal language is painted in the statement below:

> We lawyers do not write plain English. We use eight words to say what could be said in two. We use arcane phrases to express commonplace ideas. Seeking to be precise, we become redundant. seeking to be cautious, we become verbose. Our sentences twist on phrases within clauses, glazing the eyes and mumbling the minds of our readers. The result is a writing style that has four outstanding characteristics: (1) wordy, (2) unclear, (3) pompous, (4) dull.
>
> (Wydick, 1998: 3)

If legal language is perceived as complex, unwieldy, and incomprehensible, it is partly because of the desire to ensure that the language is precise, clear and unambiguous.

Another image of legal language is that it is too difficult for non-lawyers to comprehend – a result of wordiness, redundancy, specialized and unfamiliar vocabulary, lengthy complex sentence patterns, etc. (see Mellinkoff, 1963; Tiersma, 1999). Not surprisingly, Schane (2006: 5) notes 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 an arcane jargon among attorneys.

As a result, this variety of language has been described as less communicative, too formal and non-spontaneous - distant in character from the everyday language of conversation (Gibbons, 1994).

The relevant question flowing from these opinions is: what is it about legal language that has given rise to these perceptions? This is what has aroused our interest in this register study.

In this study, then, we intend to examine some aspects of legal language which have contributed to the perceptions 'laymen' have about legal writing. Our main objective, therefore, is to provide an answer to the following question:

> what are the linguistic processes that take place at the Unit of Sentence in legal discourse?

- We are interested in this question because we believe that the prevalent linguistic choices are purposeful – to allow for information density and syncopation, and syntactic syncretism.

According to Levi (1990), research into legal discourse usually has taken three main approaches:

a) the first category of research is focused on the language as used in law. The primary concern is to examine the language choices that have been made in the law. Thus, the law becomes the source of data for the analysis and testing of the linguistic theories (Solan and Tiersma, 2005).
b) the second category of research involves a study of the law itself. In this case, the law becomes the central concern and its language is studied to see how it is used to explicate the legal processes and how the legal system works (Gibbons, 2003).
c) the third category of research focuses on the social correlates of the law – the psychological, sociological, political aspects of the law and the legal system (Conley and O'Barr, 2005)

In this study, we have chosen to concentrate on the first type of research – how language operates in the law. Accordingly, we shall concern ourselves with how language serves as a communicative medium in a specific arena of the law.

As we have earlier stated, there are several areas in which the law is used. We must, however, state that we are limiting ourselves to the language of judicial decisions. Specifically, we are examining cases which have been decided by the Supreme Court of Ghana and which are published as law reports.

Judges in court give their decisions and make appropriate orders in court, after which judgements considered important are published as law reports. In the law profession, these reports are important documents which serve as guides for future judicial decisions.

In this study, we have chosen to concentrate on these published law reports as the source of data. We

have selected to study these reports because, according to Maley (1994), the language displayed in court judgements is the most direct presence of English legal language. For the language of judicial decisions is oriented towards present and future events.

Common-law judges do not simply discharge their obligations when they are sitting on a case. They do not regard the application of the principles of law to the facts of a case as a purely mechanical process. Reasoning is involved. In delivering judgements, the judges are conscious of the wider audience outside the confines of the court-room.

Judges are aware that their decisions will be held to scrutiny by their peers both in the present and in the future. And these decisions can be upheld or rejected in later cases. There is, therefore, the need to be scrupulous and explicit in the reasoning process which has informed their opinions. The language they use in their judgements, as a result, is bound to reflect this reasoning process. This is the reason for the information density associated with their discourse.

Also, in deciding cases, common-law judges do not see their role as being limited to stating the correct principle of the law which is being applied in the particular case. Not only do they declare the law, they also make explicit the reasoning processes which have led them to the decision, the cases they considered, the arguments they have rejected and/or accepted.

A judicial decision, therefore, contains the reasoning of a judge in support of that decision. This aspect of judicial discourse has a significant impact on the language of the law reports. In other words, judges have a need to provide copious information in their judgements, resulting in information density. In the process, they are .forced, to use a variety of linguistic structures to accommodate the large volume of information they provide in their judgements.

This study involves a grammatical analysis of the case reports of the Ghana Supreme Court decisions which were published in the Legal Digests in the *Daly Graphic* in 2011 and 2012. There were 87 such cases reported in the period under study.

This study is premised on the Systemic Functional Grammar theory of Halliday (cf. Halliday and Matthiessen, 2004) - that language is a system of choices which are made on the basis of functional considerations. As quoted by Eggins (2004: 2), the goal of this theory is

> to construct a grammar for purposes of text analysis; one that would make it possible to say sensible and useful things about any text, spoken or written, in modern English

In this connection, SFG puts forward four major claims about language use:

a) that language use is functional
b) that its function is to make meanings
c) that these meanings are influenced by the social and cultural contexts within which they are used
d) that the process of using language is a semiotic process, a process of making meanings by selecting from a set of alternatives

In this theory, then, language use is characterized by functional, semantic, contextual and semiotic considerations. This is the theoretical framework within which we have situated this study. For we believe that the linguistic choices that have been made in the law reports have been purposeful and have been influenced by specific considerations.

Sentence Types

From the data, we find the following sentence types as being prevalent in the law reports:

Functional Types

Types	**No.**	**%**
Declarative	3000	100
Interrogative	0	0
Imperative	0	0
Exclamative	0	0
TOTAL	**3000**	**100**

It is significant that the declarative type of sentence dominates. These texts we are analyzing are reports of events which have taken place in court. They are, in effect, a summary of:

a) the statements and arguments put forward by parties in a conflict
b) the decisions made by the court
c) the reasoning process behind the court's verdict

The law reports are supposed to contain information which captures the above scenario. Given the processes described above, it is the declarative form which appears most suitable to express the information. For, according to Downing and Locke (1992), this sentence type is used to express factual information (cf. Ballard, 2001). These reports then can be considered as a factual account of proceedings in court. This view is supported by Wiredu (2012:87) in the following statement:

….the declarative dominates because it is found suitable for the dissemination of information. It is this sentence type which apparently facilitates the provision of information to the reader…..

Further confirmation of this observation is made by Shitu (2011) who noted, in her study of Nigerian legal documents, that the language consisted solely of complete sentences in the form of statements. There was no single instance of a question or command in her data.

Structural Types of Sentences

Given the fact that the law reports contain much information, it is not surprising that there is the preference for sentence patterns which allow for information accumulation. Thus, we have the following structural patterns:

Structural Types: Distribution

Types	**No**	**%**
Complex Sentence	2246	74.87
Simple Sentence	599	19.97
Compound-Complex Sentence	94	3.13
Compound Sentence	61	2.03
TOTAL	**3000**	**100.00**

We observe, first of all, that sentences with dependent clauses dominate in the data (seen in the choice of Complex and Compound-Complex sentences):

Distribution of Dependent Clauses

1.	**Sentences without Dependent Clauses**	**No.**	**%**
	Simple Sentence	599	19.97
	Compound Sentence	61	2.03
2.	**Sentences with Dependent Clauses**		
	Complex Sentence	2246	74.87
	Compound-Complex Sentence	94	3.13
	TOTAL	**3000**	**100.00**

The complex sentence is the overwhelming choice in the law reports under study. First, this type of sentence allows for the pile-up of information. Secondly, it allows for information ranking. In other words, the preferred pattern of information expansion is hypotactic. Not only has information been tightly packaged in these law reports, the information units have been hierarchically organized.

Indeed, in support of this observation, we note that the dependent clause is distributed in varying numbers in the sentences, as the table below shows:

Number of Dependent Clauses per Sentence

Types	**No. of Sentences**	**%**	**Total No of Clauses**
Sentences with I Dependent Clause	707	30.21	707
Sentences with 2 Dependent Clauses	634	27.09	1268
Sentences with 3 Dependent Clauses	403	17.22	1208
Sentences with 4 Dependent Clauses	254	10.85	1016
Sentences with 5 Dependent Clauses	176	7.52	880
Sentences with 6 Dependent Clauses	81	3.46	486
Sentences with 7 Dependent Clauses	40	1.71	280
Sentences with 8 Dependent Clauses	19	0.81	152
Sentences with 9 Dependent Clauses	5	0.21	45
Sentences with 10 Dependent Clauses	10	0.43	100
Sentences with 12 Dependent Clauses	5	0.21	60
Sentences with 14 Dependent Clauses	2	0.09	28
Sentences with 20 Dependent Clauses	4	0.17	80
TOTAL	**2340**	**100.00**	**6311**

From a total of 3000 sentences, 2340 (78%) of them have one or more dependent clauses. The implication one can deduce from this information is that the ideas in this type of legal writing are arranged in a hierarchy – the independent clause in a sentence carries the main ideas while the subordinate (but supporting) ideas are expressed in the dependent clause.

There are several dependent clauses in the text. And the average number of dependent clauses per text is 2.70.

(cf.Gustafsson,1975). Thus, a typical sentence in this variety will have the following form:

1. The Supreme Court unanimously so held, inter alia, in allowing, in part, the appeal by the plaintiff from the judgement of the Court of Appeal, dismissing the appeal by the plaintiff from the judgement of the trial High Court, which had upheld the counterclaim by the defendants for declaration for title to the disputed property.

The independent clause in the sentence is

2. The Supreme Court so held, inter alia

And the dependent clauses, arranged in order of ranking, are listed as follows:

3. in allowing, in part, the appeal by the plaintiff from the judgement of the Court of Appeal
4. dismissing the appeal by the plaintiff from the judgement of the trial High Court
5. which had upheld the counterclaim by the defendants for declaration for title to the disputed property

It is clear, then, that the hypotactic structure of the sentences is functional in the sense that it aids information structuring in the texts. Indeed, hypotaxis can be stretched to the limit, as the example below suggests:

6. The refusal of the court to stay proceedings and for referral to arbitration in London prompted the applicant to bring the instant proceedings before the Supreme Court, invoking the court's supervisory jurisdiction for an order of certiorari to quash the ruling and also to prohibit the judge from proceeding to hear the consolidated suits on the grounds, inter alia, that (a) the trial judge had erred in law when he ruled that the proper interpretation of Section 40(1) of the Arbitration Act, 1961 (Act 38) was that an application for stay of proceeding and referral of the matter to arbitration must be made to the court before a date fixed for hearing and, by that error, assumed jurisdiction to hear the suit which by reason of the said Arbitration Act, 1961 the court did not have; (b) the trial judge had seriously misdirected himself as to the validity and therefore enforceability of the Head Charter Party, (i.e. the arbitration agreement) and, by that misdirection, assumed jurisdiction which he clearly did not have by reason of section 40 of the Arbitration Act, 1961; and (c) the trial judge had erred in law when he erroneously equated law and jurisdictional clause with international arbitration clause in contract and, by that error, assumed jurisdiction which he did not have.

This example contains as many as 20 dependent clauses – an indication that within one sentence a lot of information can be loaded. This appears to support the point made by Opeibi (2008: 227) that "single passages consisting of several modified clauses in a single sentence are common...'

The whole of this sentence has only one independent clause –

7. The refusal of the court……prompted the applicant to bring the instant proceedings before the Supreme Court…..

In spite of the obvious length of the sentence, it is possible to rank the ideas (and, therefore, the clauses) in order to show (a) which is the most important and which is the least, and (b) which clause depends on what.

Indeed, the main message in the sentence can be extracted as follows:

8. The refusal of the court……..prompted the applicant to bring the instant proceedings before the Supreme Court, invoking the court's supervisory jurisdiction for an order of certiorari…

The above utterance consists of the independent clause

9. the refusal of the court…….prompted the applicant to bring the instant proceedings before the Supreme Court,

and the dependent clause

10. invoking the court's supervisory jurisdiction for an order of certiorari…

These are the two most high-ranked clauses in the sentence. The remaining dependent clauses in the sentence are all arranged around these two clauses in a descending order of importance as follows:

11. i) to quash the ruling
    ii) and, also, to prohibit the judge
12. from proceeding to hear the consolidated suits on the grounds
13. i) that the judge had erred in law
    ii) (that) the trial judge had seriously misdirected himself as to the validity and therefore the enforceability of the Head Charter Party

iii) (that) the trial judge had erred in law

14. i) when he ruled
ii) and (when he) assumed jurisdiction
iii) and, by that misdirection, assumed jurisdiction
iv) when he erroneously equated law and jurisdictional clause with international arbitration clause in contract
v) and, by that error, assumed jurisdiction[

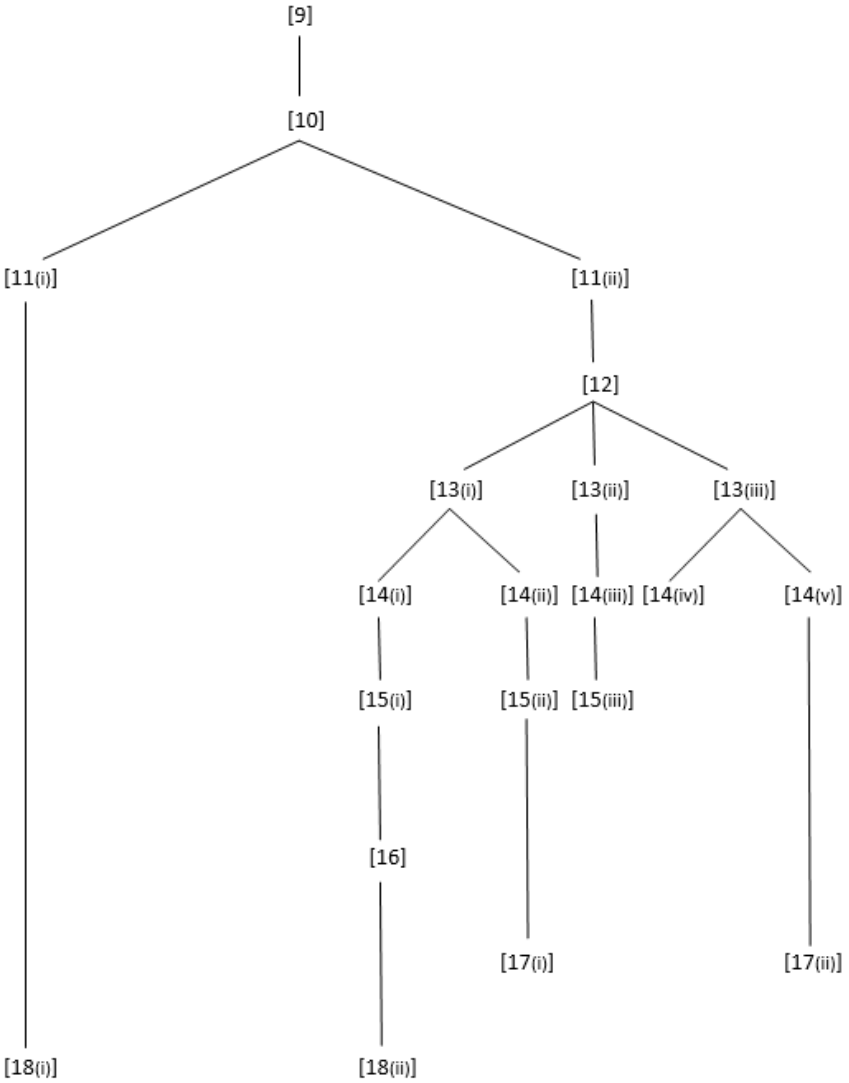
15. i) that the proper interpretation of Section 40(1) of the Arbitration Act, 1961 (Act 38) was
ii) to hear the suit
iii) which he clearly did not have by reason of Section 40 of the Arbitration Act, 1961

16. that an application for stay of proceeding and referral of the matter to arbitration must be made to the court before a date

17. i) which, by reason of the said Arbitration Act, 1961, the court did not have
ii) which he did not have

18. i) to stay proceedings
ii) fixed for hearing

Structural ranking of these dependent clauses allows the reader to establish the dependency relations among the ideas expressed in the sentence. Thus, even though the sentence may appear a bit unwieldy, the ideas are not haphazardly arranged. It is possible to show the links among the clauses through the hierarchical organization of the clauses. The scale of dependency of the clauses on each other can be roughly expressed in the sketch below:



From the above diagram, we can see rankshifted clauses included in other rankshifted clauses – a never-ending cycle of rankshifted structures. It is obvious, then, that dependency relations play a crucial role in this variety of legal writing. Not only is the information arranged hierarchically, it is realized that the presence of a piece of

information is dependent on the prior presence of another information in the sentence.
For this reason, the concept of rankshifting becomes extremely important in the legal texts. Given the amount of information piled up in a sentence, it becomes inevitable that some sort of ranking should occur, as one packages the ideas within a sentence. It is the profuse use of rankshift which allows for this goal to be achieved.
Essentially, then, inclusion of rankshifted clauses within other rankshifted structures in a sentence appears to be a characteristic feature of this type of legal writing. Accordingly, we provide a table below to show the relative distribution of rankshifted clauses in the data we are analyzing:

Distribution of Rankshifted Clauses

Sentences with only rankshifted Dependent Clauses	**No.**	**%**	**Total**	**%**
Sentences with only one rankshifted Clause	604	25.79		
Sentences with more than one rankshifted Clause	1099	46.95		
TOTAL			**1703**	**72.74**
Sentences with only non-rankshifted Dependent Clauses				
Sentences with only one non-rankshifted Clause	136	5.79		
Sentences with more than one non-rankshifted Clause	25	1.05		
TOTAL			**161**	**6.84**
Sentences with a mixture of rankshifted and non-rankshifted clauses				
Sentences with one rankshifted and more than one non-rankshifted Clause	37	1.58		
Sentences with more than one rankshifted and one non-rankshifted Clause	234	10.00		
Sentences with more than one rankshifted and more than one non-rankshifted Clause	67	2.84		
TOTAL			**476**	**20.32**
GRAND TOTAL			**2340**	**100.00**

The conclusion one can deduce is that sentences in which there are rankshifted dependent clauses dominate in this variety.
It is clear from the table above that the rankshifted clause is the norm in the legal texts. There are only 161 sentences with no rankshifted clause. This constitutes only 6.84% of the total number of sentences. We can, accordingly, deduce that

(a) rankshifting is a prominent feature of the complex sentences we find in legal writing. This is borne out by the fact that 93.16% of the sentences contain rankshifted clauses, while only 6.84% have no rankshifted sentences.
(b) Hypotaxis is the preferred mode by which clauses relate to each other in a sentence.

Types of Dependent Clauses
As a consequence of the relatively large volume of information in one sentence, dependent clauses are found necessary to carry the subordinate information. As a result, different types of dependent clauses are found in this register.

Types	**No.**	**%**
Relative Clause	2237	35.44
that Nominal Clause	1635	25.91
Participial Clause	822	13.02
Infinitival Clause	754	11.94
Adverbial Clause	661	10.48
Interrogative Clause	202	3.20
TOTAL	**6311**	**100.00**

These are the major dependent clause types in the language. From the table above, we can see that the most frequently occurring clause types are the relative (35.44%) and the nominal (25.91%). While the relative clauses in the text are specificational, *that*-nominal clauses in the text are expansionary. In other words, the relative clauses are used, principally, to ensure that there is no ambiguity about the information given. They are used to specify the referring NG.
For instance, if we look at the following, example

19. That argument was countered or replied to by the first plaintiff company
by its contention that, in its letter responding to the second plaintiff's offer,
it did not accept that particular term in the offer as per its statement in its
letter dated 24 February

we note that the reduced relative clause

20. responding to the second plaintiff's offer

makes more specific the particular "letter" being referred to . It answers the question: what type of letter is being discussed here? We can clearly identify the "letter" in reference in the statement above.

Similarly, the clause

21. dated 24 February

is performing a function of the same nature - that of specifying the NG "its letter."

But, the following nominal clause

22. that, in its letter……..it did not accept that particular offer as per
its statement in its letter…….

expands the content of the NG "its contention." The clause answers the question: what was "its contention"?

The use of these clause types supports the observation earlier made about these legal texts – that they strive to pack much information within a sentence in order to achieve precision and avoid ambiguity, a process which Opeibi (2008: 228) describes as: "over-precision in the specification of detail." The choice of relative clauses then is an effort to be as precise as possible. For these clauses function essentially to define or delimit or specify which H in the NG we are referring to (Halliday and Matthiessen, 2004).

The Relative Clause

Because of the overwhelming occurrence of the relative clause, all the different relative clause types occur in this register (though, in varying frequencies):

Relative Clause Types	**No.**	**%**
whiz-deleted Clause	1472	65.81
wh relative Clause	664	29.68
that relative Clause	74	3.29
ellipted *wh* Clause	27	1.22
TOTAL	**2237**	**100.00**

It is not accidental that the two clause types which are prominent in this text are the whiz deletion and the wh-clause. To begin with, it is accepted that, for nominal identification and specification, relative clauses are used (Biber, 1988). It is observed that, in these texts, the relative clauses provide specific identificational information which leaves no one id doubt as to which noun is being discussed.

But the choice of the *whiz*-deleted forms is significant. This clause is non-finite by virtue of the participial structure of the VG. This structure allows for a high level of information integration (Chafe and Danielewicz, 1987). It is not surprising, given the goal of packing a large volume of information in one sentence in this register. It meets the desire for compactness in the text (Westin, 2002).

The *wh* relative form is also common in this variety and, like the *whiz* clauses, are used for expansion and identification of the Headword in NG. Essentially, these forms supply further additional information and can be said to contribute the expansiveness of the ideas in a text. In addition, they contribute to the nominal nature of the text.

The Complement Clause

Another dependent clause type which features prominently in the legal text is the *that*-nominal clause. Studies on the use of this clause type indicate that it is used for idea expansion (Chafe, 1982; Winter, 1982). In other words, this type of clause is used when we need to expand the H in an NG in a clause.

As the data has shown, these clauses serve as complements of nouns, of verbs and (in rare cases) of adjectives. Thus, we note their relative frequency of occurrence as follows:

Types of Complement Clause	**No**	**%**
Verbal Complements	1113	68.08
Nominal Complements	465	28.42
Adjectival Complements	57	3.50
TOTAL	**1635**	**100.00**

With regard to the verbal complements, we observe that there is a long list of verbs which take clausal complements:

acknowledge	be	demonstrate	imply	presume	speculate
admit	believe	deny	indicate	prove	state
affirm	claim	direct	inform	recall	stipulate
allege	come out	disclose	know	record	submit
appeal	concede	discover	mean	require	suggest
appear	conclude	ensure	observe	reveal	swear
appreciate	contemplate	establish	order	rule	think
argue	contend	expect	persuade	satisfy	turn out
assume	decide	find	plead	say	
aver	declare	hold	point out	show	

An important observation about this list is that , apart from a few of the verbs which deal with specific actions – such as *direct, establish, order, point out, record*, most of the verbs are cognition verbs - *decide, expect, know, recall, speculate, think* – and verbs of declaring/stating – *argue, claim, declare, inform, say, state.*

With regard to nominal complements, we note that the following nouns take clausal complements in this variety:

acknowledgement	decision	notion
argument	declaration	order
assumption	effect	premise
basis	evidence	presumption
case	fact	principle
caution	falsehood	proposition
charge	finding	reason
claim	grounds	recognition
complaint	indication	requirement
conclusion	inference	terms
contention	information	view

There is very little to say about the occurrence of the adjectival complement clause. In the first place, adjectives hardly occur in the variety. Thus, it is not surprising that only the following adjectives take a clausal complement:

apparent	obvious
aware	incomprehensible
clear	unfair
evident	unjust

We will end this discussion of *that*-nominal clauses by remarking that its use allows for the expansion of information – which agrees with the overall goal to include much information in the texts.

The Non-Finite Clause

The distribution of the non-finite clause type is indicated in the following table:

Participial Clause	822	52.16
Infinitival	754	47.84
TOTAL	**1576**	**100.00**

As we have earlier stated, information packaging is crucial in these law reports. Therefore, the use of non-finite causes becomes a handy tool. According to Halliday and Matthiessen (2004), the non-finite clause performs an elaborating function, clarifying and further expanding the information in a sentence.

To begin with there are two types of non-finite participial clauses we are dealing with in the study. The firs type comprises those clauses which are embedded within a structure of the clause. In such cases, they act as q in NGs in a clause. We find examples in the sentence below:

23. It should also be observed that the instant case of Appiah Poku v Nsafoa Poku had been instituted by the plaintiffs-appellants, in pursuance of the previous Supreme Court majority decision given in the earlier case of Poku v Poku involving the same parties and determined by the Supreme Court on April 30, 2008.

The non-finite rankshifted clauses we are interested in are:

24. a) given in the earlier case of Poku v Poku
    b) involving the same parties
    c) determined by the Supreme Court on April 30, 2008

These clauses are all functioning within the NGs as qualifier to the H. Accordingly, they are treated as adjectival clauses. They are, indeed, *whiz* deleted relative structures.

There are, however, those clauses which are not rankshifted, but are detached from the independent clause, even though they are dependent on it.

An example is found in

25. In the instant case, matching the grounds of fraud relied upon by the plaintiffs-appellants against the principle of the need for vigilance at the first instance, it was obvious that the plaintiffs-appellants' action had been improperly brought in law and had been properly dismissed by the Court of Appeal as "frivolous and vexatious."

The clause of interest is the continuous participial clause below:

26. In the instance case, matching the grounds of fraud…against the principle of the need for vigilance at the first instance

Here, the clause is detached from any constituent in the independent clause. Similarly, the underlined clause in the sentence below exemplifies this structure:

27. Taking into consideration the explanation given by the first defendant as to the reason for the preparation of the statutory declaration by the defendant and also the provision in section 25(1) of the Evidence Act, 1975 (NRCD 323), the Supreme Court further held that the second defendant, who, on her own, had made a statement voluntarily against her own interest, must be held bound by the depositions so contained in the statutory declaration executed by her but rejected by the trial court as inadmissible in evidence.

Unlike the rankshifted clauses earlier discussed, these clauses are, in both cases, performing an enhancement function, much like what adverbial clauses do. They are providing additional information to the information in their respective independent clauses.

With regard to the infinitival clauses, most of the examples found in the texts are rankshifted at q in NG. Detached infinitival clauses hardly ever occur in these reports under study. Indeed, their occurrence is extremely insignificant; for, in the whole data, we could find only 4 instances of such detached infinitival clauses. We produce below some examples:

28. a) To secure the conviction of an accused person on a charge of possession of narcotic drug without lawful authority contrary to section 2 of the Narcotic Drugs (Control, Enforcement and Sanctions Act, 1990 (PNDCL236), the ingredients of the offence to be proved were (i) physical custody or control of the drug by the accused; and (ii) knowledge of the nature and quality of the drug possessed.

b) For a stool or family to succeed in an action for declaration of title, it must prove its method of acquisition conclusively either by traditional evidence or by overt acts of ownership exercised in respect of the land in dispute.

As we have already mentioned, the bulk of the infinitival clauses function as rankshifted structures. First, they may occur as q to the H in NG. In other words, they expand the information the H of the NG represents. We find examples of this use in:

29. a) Proper investigations and appropriate sanctions for a solemn matter like fraud could not be achieved by mere application to lead fresh evidence.

b) Firstly, the legal right to seize property by way of writ of fifa would cease to exist after payment of the judgement debt in full.

In the first example, the infinitival clause - *to lead fresh evidence* - is rankshifted as qualifier to the H *application*. In the second example, we find the infinitival clause – *to seize property by way of fifa* – is rankshifted as qualifier in the NG – *the legal right.*

Flowing from the above, we can state that there are a relatively small number of Ns which take this infinitival structure. These are listed below:

application	demand	invitation	obligation	quest
attempt	discretion	jurisdiction	onus	refusal
authority	duty	leave	opportunity	resolve
basis	evidence	liberty	order	responsibility
bid	execution	license	permission	right
capacity	failure	motion	power	time
cause	intention	necessity	proposal	

The next set of infinitival clauses may function as q to the H in the Adjectival Group. We have such examples as:

30. a) It was therefore unnecessary to widen the scope of who qualified to grant Osu stool Lands besides Osu Manche and his elders because the term very often had been used to include his agents, successors, assigns and caretakers.

b) Further, following the evidence placed at the disposal of the court by the plaintiffs and the first plaintiff witness, the defendant would be held as unable to prove that the damage was not attributable to the noxious emissions.

The adjectives in the data which had these clauses as complements are:

absurd	illogical	possible	unfair
bound	inappropriate	proper	unjustified
contemptuous	incumbent	rare	unnecessary
dangerous	necessary	unable	unreasonable
entitled	open	unconscionable	valid

Like the other non-finite clauses we have discussed earlier, these infinitival clauses are used as a means of packaging information within a sentence – a strategy which allows for the use of a large number of ideas within a text. The result of this strategy is that the structures appear grammatically dense.

The Adverbial Clause

These types of clause are not popular n this variety. The reason may not be unrelated to the circumstantial nature of the information they give. We provide below a table of the relative distribution of the Adverbial clause in the text:

Types of the Adverbial Clause

Clause of Time	178	26.92
Clause of Purpose	140	21.18
Clause of Reason	105	15.89
Clause of Condition	80	12.10
Clause of Manner	76	11.50
Clause of Place	51	7.72
Clause of Concession	31	4.69
TOTAL	**661**	**100.00**

The adverbial clauses do not occur much in this variety. A possible reason may the fact that usually adverbial subordination may be an indication of affect and personal attitudes. In other words, they tend to be more used in communication which is affective and interactional - the exact opposite of what these legal reports are (Biber, 1988).

Conclusion

The present work shows the results of a corpus-based synchronic study of the language of law reports, involving decided court cases by the Supreme Court of Ghana in the 2011 and 2012 legal years. We decided to investigate this area of language use, encouraged by Fontaine (2013) who observes that language use in society is conditioned by the context within which the language operates. Therefore, it can be assumed that legal language is a recognized specialized form of language. Thus, the syntactic structures prevalent in this variety are specific to the general requirements of the law.

The results of the investigation have revealed that

a) the legal texts select hypotaxis (rather than parataxis) as the preferred relationship among the clauses; thus, allowing for the ranking of information expressed in the sentence.
b) dependent clauses of different structural types are used in the texts. Thus, we find various clauses - infinitival, participial, interrogative, subordinator, complement, etc. all used in the texts, each type performing a different discourse function. Thus, a sentence like the following has a familiar structure in these law reports:

31. Consequently, the plaintiffs-appellants brought the instant appeal to the Supreme Court from the judgement of the Court of Appeal that the Court had erred and occasioned a great miscarriage of justice in holding that the plaintiff-appellants were wrong in instituting a fresh action to set aside the judgement obtained by fraud; and (b) the Court of Appeal had erred in exercising its inherent jurisdiction to dismiss the writ that had been filed by the plaintiffs-appellants to challenge the judgement delivered on the grounds of fraud.

The above sentence consists of the following dependent clauses, which are classified below on the basis of their structure:

32. *that* – clauses
    a) that the Court of Appeal had erred and occasioned a great miscarriage of justice
    b) that the plaintiff-applicants were wrong
    c) that had been filed by the plaintiff-applicants
33. non-finite participial clauses
    a) in holding……
    b) in instituting a fresh action…….

c) in exercising its inherent jurisdiction

34. non-finite reduced relative clauses
    a) obtained by fraud
    b) delivered
35. non-finite infinitival clauses
    a) to set aside the judgement
    b) to dismiss the writ
    c) to challenge the judgement

In terms of functions, these clauses are performing varied grammatical functions within a sentence:

i) Clause 32 (a) is a nominal clause rankshifted at q of the H (*appeal*) of the NG (*the instant appeal*) which is the Object of the P (*brought*).
ii) Clause 32 (b) is nominal clause rankshifted at Object of P (*holding*)
iii) Clause 32 (c) a relative clause rankshifted at q of the H of the NG (*the writ*)
iv) Clauses 33 (a) – (c) are all rankshifted as completive elements in their respective PGs – each beginning with the preposition *in.*
v) Clauses 34 (a) and (b) are whiz deleted clauses functioning at q within their respective NGs
vi) Clauses 35 (a) and (c) are functioning as clauses of purpose (much like adverbial clauses)
vii) Clause 35 (b) is functioning at q in the NG (*its inherent jurisdiction*)

It has become evident from the analysis that the grammatical patterns selected in the texts have been associated with texts with high information content and, therefore, require careful integration of ideas. What we see in the reports are longer sentences and a more profuse use of clausal subordination (Akinnaso, 1982). This agrees with the opinion expressed by Bhatia (1994) that, in trying to cover all possible contingencies, the language of law becomes more and more unwieldy.

The picture that has emerged from the results is that there is a preference for the profuse use of dependent clauses. In addition, it is clear that the process of rankshifting has served as the cord that binds all these different clauses together within a sentence.

We will conclude our study by reiterating the point that legal language is characterized by the pursuit of precision, clarity and all-inclusiveness. If legal language is perceived as complex and incomprehensible, it is because of the effort to ensure that the language is precise, clear and unambiguous.

The assumption in this study, accordingly, is that the goals of precision, clarity and all-inclusiveness are achieved through the use of detailed information to avoid confusion and ambiguity in the interpretation of the law. This has necessitated the types of dependent clauses we have discussed, which have been selected because it is believed they can carry the heavy information load in the law reports. All together, these features we have identified have combined to integrate the high volumes of information in a sentence and to present the ideas in as precise and concise a manner as possible.

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