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# Simplifying the Complex: Nominalisation and Passivisation in Legal (Sub)language and Plain English

**Abstract.** This article investigates the roles of nominalisation and passivisation within the domain of legal sublanguage, particularly concerning their effects on clarity and interpretative accuracy. Grounded in linguistic frameworks established by Comrie and Thompson (1985) or by Lyons (1977), the research elucidates how nominalisation enhances formality and consistency. Conversely, passivisation facilitates a shift in focus from the agent to the action, promoting objectivity. The study examines the prevalence and functional evolution of these linguistic features through a corpus-based analysis of UK Public General Acts from 2003, 2013, and 2023. The findings reveal that while nominalisation and passivisation contribute to precision and neutrality, their excessive application risks diminishing readability for non-specialist audiences. This analysis emphasises the necessity of balancing technical specificity with comprehensibility in legal discourse, aligning with the objectives of the Plain English movement to foster more transparent legal communication.

**Keywords:** legal English, nominalisation, passive voice, Plain English

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## 1. Introduction

The language of law has long been regarded as a unique linguistic domain, marked by its intricate structure, formal tone, and specialised vocabulary. Central to the construction of legal discourse are specific linguistic devices that contribute to its characteristic precision and authoritativeness. Among these, nominalisation and passivisation stand out as fundamental features. This study undertakes an examination of the dual role of nominalisation and passivisation in legal sublanguage, drawing on existing linguistic theories and corpus analysis to illuminate their prevalence and functional significance. Legal discourse is often viewed as esoteric, presenting challenges to those unacquainted with its specific structures and conventions. One of the main reasons for this opacity is the high frequency

of nominalisations, which, while aiding in the compression of information and enhancing precision, can lead to sentences that are convoluted and difficult for non-specialists to navigate.

This article will explore the theoretical underpinnings of nominalisation and passivisation in legal sublanguage, analysing their usage and impact on the readability and interpretation of legal documents. The corpus-based analysis presented herein will draw on examples from UK Public General Acts from 2003, 2013 and 2023 to illustrate how these linguistic features manifest in contemporary legal texts. The examination will shed light on how nominalisation facilitates the expression of complex legal concepts and how passivisation reinforces the impersonal tone vital for the perceived impartiality of the law. By delving into these aspects, the study aims to provide a comprehensive understanding of the benefits and limitations associated with these linguistic strategies in legal writing.

## **2. Theoretical Background**

### **2.1. Legal (Sub)language**

The concept of „discourse” within linguistics is elucidated as „a set of utterances which constitute any recognisable speech event” (Crystal, 1980, p. 115). This definition serves as a foundation for dissecting the multifaceted nature of legal discourse, which inherently pertains to the domain of law. It is imperative to acknowledge that legal language does not embody a monolithic form of discourse. Instead, it is an amalgamation of various related discourses, encompassing both oral and written forms, such as judicial discourse, courtroom discourse, discourse of legal consultation, and discourse of legal documents (Maley, 1994, as cited in Kopaczyk, 2013). The comparison between legal and religious languages has been a focal point of analysis among numerous scholars (Tiersma, 2000; Sánchez Febrero, 2003; Antilla, 1989). This comparison draws attention to the traditionalist and conservative nature of legal language, a characteristic shared with religious discourse. This conservatism is primarily motivated by the imperative to preserve the original meaning, thereby leading to the prevalence of fossilised, antiquated constructions and archaic terms within both legal and religious discourses. Additionally, Sánchez Febrero (2003) identifies a significant point of convergence between religious and legal discourse, further emphasising their intertwined nature.

Just as religious discourse is founded upon the precept that “God made Man and the Word in his own image”, legal discourse has tended to presuppose that the law makes the individual according to the model of sovereign discourse (p.17).

The term “sovereign discourse” refers to “a reasonable person”, also known as “the man on the Clapham omnibus.” This legal concept «establishes the standard of behaviour by which anyone’s actions can — and should — be evaluated” (Wierzbicka, 2006, p. 108). The expression “the man on the Clapham omnibus” is credited to Lord Bowen (1903) (Wierzbicka, 2006). Still, this idealised model of behaviour was also recognised in Roman law as the *bonus et diligens pater familias*.

The language utilised by lawyers and judges differs significantly from other forms of the English language to the extent that it is often perceived as being beyond the comprehension of individuals who are outside the legal profession. Since legal jargon is typically only understood by a select group of legal professionals, Phillips (1982) categorises legal English as a specialised language. However, the term “specialised language” is defined as «a temporary form of language that changes quickly» (McArthur, 1992, p. 188), which contradicts the enduring nature of legal language, characterised by numerous archaic terms and borrowings from historical legal languages in England (such as Latin and law French). The enduring quality of legal terminology can ensure legal continuity. Furthermore, the distinction between specialised language and everyday speech pertains not only to vocabulary but also to differences in meaning, syntax, and morphology within legal English compared to everyday English.

Legal discourse differs significantly from standard language to the extent that some scholars have even classified it as a dialect, jargon, argot, or sublanguage. However, the idea of dialect seems to be a misunderstanding, as this linguistic concept is related to geographical distribution rather than social division. Similarly, the concept of jargon is unsuitable, as it mainly refers to a particular lexicon of a given variety of a language. At the same time, legal language differs not only on a lexical level but also on a grammatical and syntactic level. The term “argot” generally refers to a secret language of an occult group, often of illegal character, making the expression “legal argot” sound like an oxymoron.

The concept of sublanguage holds the most promise. Sublanguage is defined by its limited subject matter, lexical, syntactic, and semantic constraints, “deviant” grammar rules not accepted in standard language and specific constructions that are unusually frequent (McArthur, 1992, p. 143). Legal discourse is characterised by a narrow subject matter, typical of specialised discourses. Lexical and semantic restrictions pertain to specialised legal terminology, often archaic or borrowed from Latin or French, with meanings specific to legal texts, such as

the Latin expression *causa mortis* (“in contemplation of approaching death”), the archaic adverb “hereinafter” (“in a following part of this document”), and the adjective “outstanding” taking on the new meaning of “not yet paid.” Regarding syntactic restrictions, long, complex, and impersonal sentences are preferred in legal discourse. Legal English disregards specific grammar rules that would be considered errors in standard language, such as the use of “shall” in temporal and conditional clauses or treating uncountable nouns as countable, for example, “an information” or “moneys.” Among the constructions excessively used in legal documents, we should mention the logical implication “if p then q” and gerundive constructions.

## 2.2. Nominalisation and Passivisation in Legal Sublanguage

Legal English exhibits several distinct features akin to its counterparts in other languages. While some words and constructions in legal texts may appear over-used or redundant, certain aspects of legal language might even seem incomprehensible to the reader due to their obsolescence in standard English. However, all these features serve a vital function in legal discourse by providing legal documents with precision (through repetitions, doublets, and triplets), formality (via long sentences, passive voice, and nominalisations), a sense of legal continuity (through loanwords and archaisms), and ensuring the dependability of the application of the law (using conditional clauses).

The use of passive voice is a prominent feature of legal English, often serving as a marker of formality. The incidence of passive constructions within legal discourse is reported to constitute approximately 25–30% of the language utilised (Torikai, 2009; Bulatović, 2013). However, it also conceals the performer’s identity of an action, resulting in an impersonal writing style. Haigh (2004), an advocate of the Plain English Campaign, criticises this impersonal nature of legal discourse. He contrasts a sentence like “A meeting is to be called” with “John Smith will call the meeting” to support his argument (Haigh, 2004, p. 37). According to Haigh, the use of passive voice should be limited as it can lead to a lack of clarity by suppressing information about the subject’s identity.

Additionally, legal professionals often employ features that reduce the agent’s identity while emphasising the action as a strategic tactic that impedes comprehension (Schneiderei, 2004, p. 3). This strategy aims to create the impression that legal rules are dependable and independent, occurring irrespective of the agent’s will and actions. Haigh’s accusation seems to be baseless since the passive voice is used in legal language when the subject does not require being stated as it is apparent enough, e.g. «No compensation [for the victim] shall be paid unless, on

a balance of probabilities, the victim sustained a criminal injury as a result of an act of another person” (*Criminal Injuries (Compensation) (Northern Ireland) Order 1988*, s. 5).

Nominalisation is a transcategorial process in which a verb, adjective, adverb, or clause turns into the nucleus of a noun phrase. (cf. Comrie and Thompson, 1985, p. 349; Lyons, 1977, p. 523). Regarding the syntactic approach, nominalisation can be divided into two main types: lexical and clausal nominalisations. A lexical nominalisation transforms lexical verbs, adjectives or adverbs into noun phrases by adding derivational affixes to their roots (derivational nominalisation) or without adding any affix to the base (zero-derivation). Still, the word itself is converted from one part of speech to another (Thị Huyền, 2011, p. 4), e.g. “legalise” (verb) ⇒ “legalisation» (noun), “edit” (verb) ⇒ “editing” (noun), “refuse» (verb) ⇒ “refusal» (noun), “murder” (verb) ⇒ “murder” (noun), “applicable” (adjective) ⇒ “applicability” (noun). In turn, clausal nominalisation refers to the process by which finite clauses (*that*-clauses and *wh*-clauses) or non-finite clauses (*to*-clauses and *ing*-clauses) function as a nominal clause (Givón, 1990, p. 498). Some examples include: “I hope that he is not guilty” (*that*- clause), “Describe to the court exactly what you saw” (*wh*-clause), “He’s decided to take them to court” (*to*-clause), and “I suggest hiring a good lawyer” (*ing*-clause). Another typology of nominalisation can be found in *The Cambridge Grammar of the English Language* (2002, as cited in Shinichiro, 2009). It is based on the semantic approach. Thereby, personal/instrument nominalisation and action/state/process nominalisation can be distinguished, e.g. “learner” (personal), “scanner” (instrument), “assistance» (action), and “happiness” (state). Taking into account linking verbs, Cutts (2013, pp. 75–76) distinguishes three types of nominalisation:

- ▶ Nominalisation linked to the verb “to be” and “to have”,
- ▶ Nominalisation linked to active verbs or infinitives,
- ▶ Nominalisation linked to passive verbs.

Legal English teems with nominalisations. This statement has been verified by the meticulous research conducted by Shinichiro (2009), who compared the frequency counts of nominalisation in 24 genres. The results of his analyses are tabulated below (see Table 1).

**Table 1.** The frequency of using nominalisations in different discourses.

Genre	Frequency Count
British Legal Discourse	68.86
Professional Letters	44.2
Official Documents	39.8
Academic Prose	35.8
Press Editorials	27.6
Religion	26.8
Popular Lore	21.8
Press Reviews	21.6
Biographies	20.6
Prepared Speeches	20.6
Press Reportage	19.2
Spontaneous Speeches	18.2
Interviews	17.7
Science Fiction	14.0
Hobbies	13.1
Humour	12.1
General Fiction	10.0
Face-to-Face Conversation	9.2
Romantic Fiction	8.5
Mystery Fiction	8.3
Broadcasts	8.2
Adventure Fiction	7.8
Telephone Conversation	6.6
Personal Letters	5.2

Source: Shinichiro (2009, p. 58)

The use of nominalisations is prevalent in legal discourse. This tendency can be attributed to the fact that nominalisation serves a similar purpose as the passive voice. According to Goodrich (1990), both nominalisation and the passive voice contribute to diminishing the prominence of the agents involved. The legal vocabulary is closely associated with a syntax that emphasises non-agentive passives, nominalisations (often postmodified or re-lexicalised), and thematisations. Overall, this syntax aims to create distance and impersonality. The generalisation syntax removes the context and specific identity of the agents involved in the described and evaluated processes (p. 180). Nominalisation also possesses the attribute of encompassing a large amount of information in a single sentence. However, proponents of Plain English argue that text appears more dynamic and

concise when nominalisations are avoided (cf. Steadman, 2013, p. 70; Cutts, 2013, p. 74; Putman, 2013, p. 252).

### 2.3. Plain English Campaign

The prevalent use of nominalisations and passive voice represents a significant deviation from the principles of Plain English. Therefore, it is pertinent to delineate the foundational elements of this linguistic movement concisely.

As Sánchez Febrero (2003, p. 12) states, “One of the greatest paradoxes of the current legal culture is that Ignorance of the law is no defence and the legal language is structured in such a way that laymen find it incomprehensible”. This contradiction illustrates an old legal joke refreshed by Barrett and Mingo (2002):

JUDGE: The charge here is the theft of frozen chickens. Are you the defendant?

DEFENDANT: No, sir, I’m the guy who stole the chickens (p. 72).

In response to the incomprehensibility of legal English, the Plain English Campaign was born. The term *Plain English* refers to “the writing and setting out of essential information in a way that gives a cooperative, motivated person a good chance of understanding the document at first reading, and in the same sense that the writer meant it to be understood” (Cutts, 2013, p. 280). The process of the simplification of legal English commenced in the nineteenth century (Stanojević, 2011). Mellinkoff’s seminal work, *The Language of the Law*, published in 1963, may be regarded as the first manifesto advocating for a Plain English Campaign (Williams, 2004; Stanojević, 2011). Proponents of Plain English were required to exhibit considerable patience, as the initial practical implementation of Plain English occurred eleven years subsequent to the publication of Mellinkoff’s book. In 1974, Siegel & Gale, a strategic branding firm, collaborated with the First National City Bank of New York to produce the first loan agreement articulated in Plain English (Cutts, 2013).

In 1978, President Jimmy Carter enacted an executive order stipulating that “regulations should be as simple and clear as possible” (*US Executive Order 12044*, as cited in Asprey, 2003, p. 63). That same year, the first law drafted in Plain English was enacted in New York State, mandating that every agreement must be “written in a clear and coherent manner using words with common and everyday meanings” (*N.Y. General Obligations Law* § 5-702, as cited in Quirk, 1986, p. 101). Two decades later, President Bill Clinton submitted a memorandum advocating for the integration of Plain language into the writing practices of the Federal Government.

The Federal Government's writing must be in Plain language. [...] Plain language requirements vary from one document to another, depending on the intended audience. Plain language documents have logical organisation, easy-to-read design features, and use common, everyday words, except for necessary technical terms; *you* and other pronouns; the active voice; and short sentences (*Memorandum for the Heads of Executive Departments and Agencies of June 1, 1998*)

The Plain English movement quickly spread to other English-speaking countries, including Australia (1976), Canada (1979), the United Kingdom (1979), New Zealand (1985), South Africa (1995), and Ireland (2000) (Asprey, 2003). In the UK, the initial efforts of the Plain English Campaign emerged within the context of consumer law. *The Consumer Credit Act*, passed in 1974, marked the first instance of the term *Plain English* used in British legislation (Cutts, 2013, p. XIX). This act granted consumers the right to request that their files be written in clear, understandable language. Starting in 1980, the National Consumer Council produced numerous Plain English guidelines, including *Gobbledegook* (1980), *Plain English for Lawyers* (1984), and *Plain Language — Plain Law* (1990), among others (Asprey, 2003, p. 62). Another significant advancement in promoting Plain language in UK legislation was the incorporation of *the Unfair Consumer Contract Terms Directive 93/13/EEC* into British law through the enactment of *the Unfair Terms in Consumer Contracts Regulations 1994* and *the Unfair Terms in Consumer Contracts Regulations 1999* (Slapper and Kelly, 2009, p. 220). According to Regulation 7:

- (1) A seller or supplier shall ensure that any written term of a contract is expressed in Plain, intelligible language.
- (2) If there is doubt about the meaning of a written term, the interpretation which is most favourable to the consumer shall prevail but this rule shall not apply in proceedings brought under regulation 12 (*the Unfair Terms in Consumer Contracts Regulations 1994*).

Unfortunately, consumer law remains the sole area of UK law where Plain language drafting has made significant inroads. Opponents of the Plain English Campaign express concerns that simplified language could alter meanings and compromise accuracy (Hunt, 2003). However, Kimble (1994/1995, p. 81) addresses these concerns and highlights several advantages of incorporating Plain English into legislative drafting:

[Plain language] is, or should be, every bit as accurate and precise as traditional legal writing. It is clearer — considerably clearer. It is usually shorter and faster. It is strongly preferred by readers. It would significantly improve the image of lawyers (p. 81).



Based on the Plain English guidelines, it can be created the Ten Commandments of Plain English drafting (cf. Williams, 2011, p. 140; Tozzi, 2000, pp. 214–220; Tessuto, 2008, p. 2):

- I. Thou shalt favour informal language;
- II. Thou shalt not write too long sentences;
- III. Thou shalt avoid redundancy;
- IV. Thou shalt not use archaisms and Latin expressions;
- V. Thou shalt reduce the use of the passive;
- VI. Thou shalt limit nominalisation;
- VII. Thou shalt employ personal pronouns;
- VIII. Thou shalt replace the modal verb “shall” with “must”;
- IX. Thou shalt use verbs in the present simple in the indicative mood if possible;
- X. Thou shalt use finite verbs rather than participles.

The Decalogue of Plain English outlined above seeks to eliminate or limit the use of elements in legal discourse that obstruct readers’ understanding of the text. In the subsequent subchapter, the most notable characteristics of legal English will be examined, and an attempt will be made to defend the validity of using these features.

### 3. Research Design

This article aims to critically analyse the roles of nominalisation and passivisation within legal discourse. The primary research questions guiding this inquiry are: (1) What specific functions do nominalisations fulfil within the analysed corpus? (2) In what contexts is the passive voice employed in the research material? (3) Based on the insights gained from the inquiries above, to what extent is it warranted to impose limitations on the utilisation of passivisation and nominalisation in legal sublanguage following the principles advocated by the Plain English Campaign?

The corpus analysed in this study comprises the texts of all UK Public General Acts enacted in 2003, 2013, and 2023. The selection of this corpus is guided by two primary criteria: the nature of the legislation, specifically UK Public General Acts<sup>1</sup>, and the temporal context of their enactment, focusing on the years 2003,

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<sup>1</sup> Public General Acts occupy a high position in the hierarchy of legal acts since they “have general applicability and make no reference to a particular locality or to named persons or specified land” (Denyer-Green, 2013, p. 16).

2013, and 2023. All legislative texts were sourced from an official repository dedicated to UK legislation, accessible at the following URL: [www.legislation.gov.uk](http://www.legislation.gov.uk). This repository is maintained by Her Majesty's Stationery Office, operating under the auspices of the National Archives, which functions as an executive agency of the Ministry of Justice.

The present corpus encompasses both recent legislative acts from 2023, as well as those enacted a decade ago in 2013 and two decades prior in 2003, thereby facilitating a diachronic analysis that is relatively comprehensive. This corpus of UK Public General Acts comprises a total of 135 legal statutes, which span various legal domains and govern numerous facets of the lives of British citizens, in addition to the actions of UK authorities<sup>2</sup>.

Within this corpus, the statutes exhibit considerable variability in length. Notably, the briefest statute, *the European Union (Approvals) Act 2013*, consists of a mere 388 words, whereas the most extensive legislation, *the Finance Act 2013*, comprises an extensive 255,551 words. Collectively, the entire corpus encompasses 3,955,942 words. The analytical tool Sketch Engine was employed to conduct a thorough examination of the corpora.

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<sup>2</sup> In 2003, there was a notable focus on criminal justice reforms, sexual offences, and workers' rights. *The Criminal Justice Act 2003* underscored public safety, victim rights, and societal responses to criminal behaviour, reflecting concerns about crime in early 2000s UK society. *The Sexual Offences Act 2003* responded to shifting social attitudes regarding sexual behaviour, safeguarding vulnerable individuals and modernising legislation to reflect contemporary moral values. It introduced new definitions for various sexual offences, including rape, exploitation, and grooming, particularly addressing societal issues like child protection and online exploitation. The act also enhanced the rules around monitoring registered sex offenders. *The Employment Act 2003* also recognised changing family dynamics and the importance of balancing work and family life, including more generous maternity leave and the introduction of paid paternity leave.

In 2013, the fifty-fifth Parliament of the United Kingdom passed *the Marriage (Same Sex Couples) Act 2013*, which makes England and Wales the tenth country in Europe to recognise same-sex marriages legally. Further, *The Succession to the Crown Act 2013* was published, in which the succession to the Crown will no longer be dependent on gender, and an heir will no longer be disqualified from succeeding to the Throne if they marry a Roman Catholic. *The Succession to the Crown Act 2013* repealed *the Royal Marriages Act 1772*, and the sovereign's consent to marry will be required solely concerning the first six successors in line to the Throne. Further, *the Statute Law (Repeals) Act 2013* is the vastest *Statute Law (Repeals) Act* ever enacted; it abolishes 817 Acts of Parliament as a whole and 50 others in part. The earliest repeal was in 1322 (Statutes of the Exchequer); the latest was part of *the Taxation (International and Other Provisions) Act 2010*.

In 2023, the UK introduced several important Public General Acts that significantly influenced the country's legal framework in the aftermath of Brexit and the digital and energy transition sectors. *The Energy Act 2023* marked a noteworthy milestone in the country's transition from traditional energy sources to renewable options like wind, nuclear, and hydrogen. Moreover, *the Online Safety Act 2023* established new legal responsibilities for online platforms, including social media websites, to prevent disseminating harmful content, especially targeting children and vulnerable users.

## 4. Results

### 4.1. Passivisation

In the context of the UK Public General Acts, the utilisation of the passive voice is a prevalent stylistic feature that highlights actions, obligations, and outcomes while downplaying the specific agents involved. This deliberate choice serves multiple functions within legal discourse, facilitating an emphasis on the processes and consequences of actions rather than the individuals or entities executing them. Such a linguistic strategy underscores the objective nature of legal texts and reinforces the authoritative tone that characterises legal language.

The passive voice serves to underscore the action or its resultant effects, frequently rendering these elements more salient than the identity of the actor. For instance, in the *Communications Act 2003*, the construction “A licence may be granted by OFCOM” emphasises the act of licensing rather than the agency of OFCOM itself. Furthermore, the *Defamation Act 2013* illustrates this principle with the phrase, “A statement is not defamatory unless its publication has caused or is likely to cause serious harm to the reputation of the claimant,” which prioritises the consequences of publication over the identity of the publisher. Similarly, the *Public Order Act 2023* employs the formulation “A serious disruption prevention order may be made [...]” to concentrate on the issuance of the order, independent of the entity responsible for its issuance. This use of passive constructions in legal texts indicates a broader tendency within legal language to prioritise the implications of actions over the actors involved.

The secondary functionality of the passive voice in legal discourse presents an augmentation to its primary application. Within the UK Public General Acts corpus, the passive voice is predominantly employed to diminish the emphasis on the actor, redirecting focus to the action or its resultant effects. For instance, the *Extradition Act 2003*, Section 2(3) articulates, “A certificate issued by the authority must be given to the judge.” In this instance, the passive construction emphasises the necessity for the judge to receive the certificate rather than delineating the party responsible for its delivery. Similarly, the *Marriage (Same Sex Couples) Act 2013*, Section 11(1), states, “Marriage is not to be solemnised between two people who are within prohibited degrees of relationship.” Here, the phrase “is not to be solemnised,” articulated in the passive voice, foregrounds the legal restriction on the marriage itself rather than identifying the entity enforcing this prohibition. This syntactical choice emphasises the legality of the action over the individual responsible for its enforcement. Furthermore, in the *Public Order Act 2023*, Section 1(1), it is stipulated:

A person commits an offence if— (a) the person does an act, or (b) the person omits to do an act that they are required to do by an enactment or other legal obligation, and as a result, serious disruption is caused.

In this instance, the phrase “serious disruption is caused” exemplifies the passive voice’s utility by highlighting the occurrence of substantial disruption without specifying the individual responsible for such an act. This syntactical choice effectively reallocates focus from the actor to the consequences of the action, thus accentuating the significance of the outcome within a legal framework. The incorporation of passive constructions in legal drafting not only underscores the ramifications of actions but also cultivates an objective tone, which is of paramount importance in the context of legislative texts. By prioritising actions and their consequences over the agents involved, legal language seeks to convey impartiality and precision, essential elements in the formulation and interpretation of law.

The utilisation of the passive voice lends an impersonal tone that is consistent with the formal characteristics of legal documents. This stylistic choice ensures that the law is conveyed as neutral and universally applicable. For instance, within *the Courts Act 2003*, the provision stating “Rules of court may be made” underscores the act of rule-making without ascribing it to any particular individual or governing body. Similarly, *the Energy Act 2013* articulates the provision “Regulations may be made by the Secretary of State,” which gives priority to the act of regulation-making over the identity of the individual executing that action. In contrast, *the Energy Act 2023* similarly states, “Regulations may be made by the Secretary of State,” emphasising the formation of regulations while refraining from attributing this authority to a specific individual. This consistent use of passive constructions reinforces the objective nature of legal discourse.

The use of passive construction in legal drafting underscores the obligations and requirements established by legislation. For example, in *the Criminal Justice Act 2003*, the phrase “a custody plus order or intermittent custody order cannot be complied with unless the offender resides in the petty sessions area” exemplifies this technique. Here, the passive voice emphasises the existence of the requirement itself rather than identifying the enforcer of the order, thereby highlighting the legal obligation placed upon the offender. Similarly, Section 1(3) of *the Marriage (Same Sex Couples) Act 2013* articulates that “the marriage of a same-sex couple is to be treated as a marriage for the purposes of the law of England and Wales.” The phrase “is to be treated” employs passive construction to assert the legal status of same-sex marriages, stressing the requirement without designating any specific authority responsible for its enforcement. This construction enhances the notion of universality in the application of the law. Furthermore,

Section 10(2) of the *Online Safety Act 2023* states that “a duty is imposed on providers of regulated services to take proportionate measures to mitigate and manage the risks of harm to individuals [...]”. In this context, the passive phrasing “a duty is imposed” directs attention toward the obligation itself, emphasising the legal responsibility placed upon service providers without specifying the entity that enforces this duty. The employment of passive voice in such legal provisions not only elucidates the obligations incumbent upon the responsible parties but also reinforces the objective nature of legislative drafting, ensuring clarity and focus on compliance requirements.

## 4.2. Nominalisation

Nominalisations are a prominent feature within the corpus of UK Public General Acts, as they contribute significantly to the formality and precision characteristic of legal texts. This linguistic device facilitates a level of abstraction and impersonality while also promoting consistency and standardisation throughout the legislative framework.

Nominalisations significantly enhance the formality and precision of legal texts by converting verbs and adjectives into nouns that encapsulate intricate processes or conditions. This transformation facilitates the maintenance of a formal tone within legislative documents, thereby conveying a sense of authority and impartiality. Furthermore, the use of nominalisations allows for precise references to multifaceted concepts, often involving a plethora of actions or elements, which ensures consistency and mitigates ambiguity. The incorporation of nominalisations in legal writing effectively cultivates an authoritative and impersonal tone, which is paramount in the realm of law to sustain objectivity and a sense of seriousness. A pertinent illustration of this linguistic strategy can be observed in the usage of the noun “provision” within the context of the *Communications Act of 2003*, which refers to supplying services. This linguistic elevation, through the transformation of the verb “provide” into the formal noun “provision”, amplifies the gravitas of the text, further exemplifying the stylistic and functional significance of nominalisations in legal discourse.

Nominalisations are an essential linguistic tool that enables legal drafters to encapsulate complex concepts with brevity and precision. Instead of elaborating on intricate processes, terms such as “safety enforcement” and “provision of railway services,” as articulated in the *Railways and Transport Safety Act 2003*, function as succinct shorthand for an array of duties and measures within the transport sector, circumventing the need to engage in operational specifics. Similarly, concepts like “development,” “authorisation,” and “planning” in the *Growth*

and *Infrastructure Act 2013* exemplify the use of nominalisations to delineate actions pertinent to infrastructure and economic progression. These terms provide unequivocal and precise references to activities that lie at the core of the Act's objectives, thus obviating the necessity for repetitive elaboration.

Moreover, by employing broad terms such as “compliance” and “protection”, as seen in *the Online Safety Act 2023*, nominalisations facilitate an apparent reference to the obligations imposed on platforms to adhere to safety standards and safeguard users. This linguistic economy mitigates ambiguity and enhances the clarity of legal interpretation, offering succinct references to more extensive regulatory responsibilities. In this manner, nominalisations contribute significantly to the efficacy and precision of legal discourse. Nominalisations contribute to abstraction by turning specific actions or processes into generalised, encompassing terms. This abstraction allows legislation to apply to a wide array of situations, streamlining language and promoting broad applicability without detailing every specific case. By using nominalisations, legal texts achieve a more versatile and comprehensive tone, focusing on key concepts rather than the minutiae of actions. By using abstract terms, the legal text can convey complex ideas succinctly and maintain focus on general principles rather than specific actions. The wording “allocation of resources” (*Local Government Act 2003*) abstracts the distribution and management of local authority funding. This term captures a range of activities under one umbrella concept, from budget planning to fund dispersal. Legal concepts like “harassment” and “discrimination” (*Worker Protection/Amendment of Equality Act 2010/ Act 2023*) abstract the processes and actions involved in inappropriate or discriminatory treatment. This provides a broad reference to behaviour covered under the law without detailing each potential instance.

The use of nominalisations, akin to the passive voice, significantly contributes to the impersonality characteristic of legal texts by redirecting the emphasis from the actors executing the actions to the actions or processes themselves. This linguistic strategy mitigates the potential for a directive or accusatory tone, thereby fostering an objective discourse that upholds neutrality and detachment from personal or subjective perspectives. Such a feature is indispensable within legal language, as it positions laws as impartial, formal, and universally applicable. For instance, in *the Human Fertilisation and Embryology (Deceased Fathers) Act 2003*, the term “fertilisation” encapsulates the intricate process of assisted reproduction in an abstract manner. This abstraction facilitates the discussion of the procedure in an impersonal tone, enabling a focus on the act itself rather than the individuals involved in the process.

Nominalisations are crucial in promoting the consistency and standardisation of legal texts by encapsulating complex actions or processes within uniform, es-

established terminologies throughout the document. This systematic application of terminology not only facilitates a more precise understanding among legal practitioners but also aids readers in interpreting the text in a consistent manner. By employing standardised terms, nominalisations mitigate ambiguity and establish a clear reference framework that can be readily applied and cross-referenced across various sections of a document and related legislative materials. In the context of *the Procurement Act 2023*, the term “evaluation” is employed consistently to denote the process of assessing tenders or proposals. This uniform application of terminology enhances clarity, ensuring that all references pertain to the same evaluative process, thereby streamlining cross-referencing within the Act. Similarly, the utilisation of “assessment” as a nominalisation further reinforces consistency when addressing the examination of bids or compliance with predefined criteria, thereby underscoring the procedural dimensions inherent in procurement law.

Nominalisations frequently result in an increased word count within sentences, raising the question of whether their utilisation contributes to the creation of a more complex and convoluted textual structure. Consider:

The provision that may be made by regulations under this section includes — [...] (f) provision about the payment of compensation by the Lord Chancellor; (g) provision about the disclosure and use of documents, information and other evidence (*Crime and Courts Act 2013*, c. 22).

The Lord Chancellor may by regulations make provision, about or in connection with the effect or execution of warrants issued by the family court for enforcing any order or judgment enforceable by the court, that corresponds to any provision applying in relation to the effect or execution of writs issued by the High Court, or warrants issued by the county court, for the purpose of enforcing any order or judgment enforceable by that court (*Crime and Courts Act 2013*, c. 22).

The obligation imposed by subsection (6) is enforceable, on the application of the Payment Systems Regulator, by an injunction or, in Scotland, by an order for specific performance under section 45 of the Court of Session Act 1988 (*Financial Services (Banking Reform) Act 2013*, c. 33).

In the third excerpt, the technique of nominalisation is employed to obscure the identity of the action’s agent, thereby rendering the legal regulation as broadly applicable as possible. In contrast, the second passage does not obscure the identity of the performer; instead, it prominently features the agent, «The Lord Chancellor,» who is presented with a commendable dignitas through an abundance of non-finite clauses (including infinitives, participles, and gerunds). This stylistic



choice evokes the richness of baroque poetry, where a plethora of rhetorical devices may dazzle the reader, potentially obscuring comprehension. Conversely, in the first extract, consecutive nominalised verb forms are interspersed with prepositions that establish internal relationships within the nominal groups. Consequently, passages (f) and (g) deliver appropriate information while maintaining clarity through the judicious use of non-finite clauses. Thus, it can be concluded that nominalisation can exert both positive and negative influences on sentence structure. At the same time, it has the potential to render sentences impersonal and universally applicable; excessive reliance on non-finite clauses may lead to convoluted legal discourse akin to navigating a legal labyrinth.

Shinichiro (2009) elucidates a notable function of nominalisations within legal discourse, effectively distinguishing between the use of verbs and nominalisations. The scholar posits that “verbs refer to actual individual actions, whereas nominalisations pertain to actions previously introduced in discourse or denote categorical names that represent legal concepts” (Shinichiro, 2009, p. 62). To corroborate Shinichiro’s assertions, this study will analyse two excerpts from *the Finance Act 2013* (c. 29). Consistent with Shinichiro’s approach, the analysis will concentrate on the verb «pay» and its corresponding nominalisation «payment.»

No payment need be made in respect of a video game tax credit for an accounting period before the company has paid to the Commissioners any amount that it is required to pay for payment periods ending in that accounting period [...] (*Finance Act 2013*, c. 29). A Part 1 company or a Part 2 company enters into an exit charge payment plan in respect of qualifying corporation tax in accordance with this Schedule if — (a) the company agrees to pay, and an officer of Revenue and Customs agrees to accept payment of, the tax in accordance with the standard instalment method (see paragraph 13) or the realisation method (see paragraphs 14 to 17) or a combination of the two methods, (b) the company agrees to pay interest on the tax in accordance with paragraph 9 (3), and [...] (*Finance Act 2013*, c. 29).

In the first example, the verb “pay” and its nominalised counterpart “payment” are employed on two occasions. The verb “pay” is first utilised in the present perfect tense, denoting the actual action of payment that precedes the nominalised construction. This signifies that the nominalised action of paying is hypothetical, contingent upon the occurrence of the preceding action, as delineated in the present perfect context. Furthermore, the first instance of nominalisation encapsulates a specific legal concept, as it delineates a distinct category of payment, namely the video



game tax credit. Similarly, the second nominalisation functions as a noun adjunct, clarifying the ambiguous term “period” within the phrase “payment periods.”

Moreover, the infinitive form ‘to pay’ occupies the structural locus of the non-finite clause, which pertains to the inherent obligation of the taxpayer (the company). The subject of this clause (represented as «it») is independent of the infinitive «pay»; instead, it is conditioned by the matrix verb ‘require,’ which is classified as a control verb. Control verbs govern their embedded predicates by determining the arguments associated with them (Polinsky, 2013, p. 7). Other examples of control verbs include: “admit”, “agree”, “allow”, “attempt”, “cause”, “compel”, “demand”, “manage”, “oblige”, “order”, “permit”, “pledge”, “refuse”, among others. As articulated by Jackendoff and Culicas (2003, as cited in Polinsky, 2013, p. 9), “Control allows for differences in interpretation depending on the uniqueness of the controller, i.e., the degree to which the missing argument in the referential dependency must be identified with the overt argument in that dependency.” In this instance, the subject of the infinitive “pay” cannot be directly linked to the object of the matrix verb “require,” as it is realised through a cataphoric reference (“it” = “payment period”) that obscures the identities of the controllers. Consequently, the obligation implied in this clause may pertain to any party. Consequently, some scholars suggest that such control may be deemed non-obligatory (Landau, 2001, p. 26). Nonetheless, the context established by the preceding clause clarifies the actual subject of the obligation (i.e., “The company has paid to the Commissioners with any specified amount”). Given that control is posited as one of the functions of law, it follows that verbs conveying control should be prevalent in legal texts; however, this assertion warrants further investigation.

Moreover, the first nominalisation represents a particular legal concept as it determines a special payment type (video game tax credit). Similarly, the second nominalisation serves as a noun adjunct to specify the vague term “period” (payment periods). Secondly, the infinitive “to pay” is the structural locus of the non-finite clause, which refers to the actual obligation that lies with the taxpayer (company). The subject (“it”) is not contingent on the *to*-infinitive “pay”, but the matrix verb conditions “require”, which belongs to control verbs. Control verbs govern the embedded predicates by determining their arguments (Polinsky, 2013, p. 7). Some other examples of control verbs are as follows: “admit”, “agree”, “allow”, “attempt”, “cause”, “compel”, “demand”, “manage”, “oblige”, “order”, “permit”, “pledge”, “refuse”, etc. “Control allows for differences in interpretation depending on the uniqueness of the controller, i.e., the degree to which the missing argument in the referential dependency has to be identified with the overt argument in that dependency” (Jackendoff & Culicas, 2003, as cited in Polinsky, 2013, p. 9).

In the analysed case, the subject of the infinitive “pay” cannot be associated with the object of the matrix verb “require” as it is realised with a cataphoric “it” (= “payment period”), which masks the controllers in their identities. The obligation in this clause may refer to anybody. Therefore, some scholars say such control is non-obligatory (Landau, 2001, p. 26). Nevertheless, the context of the previous clause determines the actual obligation’s subject («the company has paid the Commissioners any amount»). Considering that control is one of the functions of law (Chauvin et al., 2012, p. 168), the verbs that impose control should be commonly used in legal acts; however, this point requires a particular study.

In the second passage, the verb “pay” appears twice, each time depending on the same control verb, “agree”. The subject of the infinitive can be aligned with the object, “the company”. The verb “pay” indicates a future action of payment, fulfilling a suspensory condition that must be satisfied for the specified legal act in the regulations to produce legal effects. Additionally, the first example of nominalisation acts as a modifier for the noun “plan” (“exit charge payment plan”). The second instance again highlights the future action of paying, previously referenced using the verb “pay” in the dependent clause (the protasis) of the conditional statement.

The two excerpts referenced herein substantiate Shinichiro’s findings. The verbs utilised are indicative of tangible actions, irrespective of their grammatical tense. In contrast, nominalisations encapsulate legal concepts and correspond to the abovementioned actions. With regard to categorical terminologies that delineate legal principles, nominalisation may manifest in several forms: as a derivative of an original verb (e.g., «pay» transforming into «payment»), as the head of a compound noun (such as «redundancy payment», or as a noun adjunct (illustrated by «payment period»).

## 5. Conclusions

The findings of this study, derived from a comprehensive corpus analysis of UK Public General Acts from the years 2003, 2013, and 2023, offer nuanced insights into the functions of nominalisation and passivisation in legal discourse. The analysis elucidates the prevalence of these linguistic strategies and their specific roles, highlighting their impact on the readability, interpretative accuracy, and formal tone of legal texts. Such an investigation not only enhances our understanding of the linguistic characteristics inherent in legal language but also underscores the implications of these strategies for legal interpretation and comprehension in varying contexts.

The phenomenon of passivisation, as evidenced in the corpus, predominantly functions to depersonalise legal texts, thereby foregrounding actions and their consequential effects rather than the agents executing them. For example, constructions such as “a licence may be granted by OFCOM” (*Communications Act 2003*) and “a serious disruption prevention order may be made” (*Public Order Act 2023*) exemplify how passivisation highlights legal obligations while obfuscating the identities of the responsible agents. This objectivity helps in standardising interpretations across various situations and reinforces the law’s impartial authority. By centring actions rather than agents, the legislation facilitates consistency in enforcement and application, enabling a clear, action-focused reading. Nonetheless, the removal or attenuation of the agent accountable for action through passivisation introduces potential ambiguities that may complicate the attribution of responsibility or causality within legal provisions, particularly for audiences lacking specialised legal knowledge.

Nominalisations in the UK Public General Acts corpus play a significant role in enhancing the formality and precision of legal texts. This helps ensure that the text remains objective and devoid of subjective influences. Instances such as “allocation of resources” (*Local Government Act 2003*) and “compliance” (*Online Safety Act 2023*) exemplify how nominalised forms effectively encapsulate complex processes and concepts, thereby fostering a legal language that is both concise and abstract. This abstraction allows for more universal and flexible language, enabling legislation to apply to a broad range of scenarios without detailing each individual case. Nominalisations help maintain uniform language and cross-referencing throughout the Act, ensuring that references to processes or conditions remain consistent, which aids in interpretation. They help maintain clarity by encapsulating known legal processes into single terms, making the law comprehensive but less verbose. The use of nominalisations shifts the focus from agents or subjects to actions or results, which is crucial for impartiality and objectivity in law. Overall, nominalisations enhance the technical and formal nature of legal language, making texts both authoritative and operationally clear while balancing detail and conciseness. However, the analysis also underscores a critical caveat: an over-reliance on nominalisations can result in convoluted and less accessible legal prose. This concern is illustrated by examples from *the Crime and Courts Act 2013*, wherein a dense proliferation of nominalisations obscures meaning and impedes readability. Thus, while nominalisation serves valuable functions within legal texts, a balanced approach is paramount to ensuring both precision and accessibility in legal communication.

The implications of nominalisation and passivisation extend beyond their immediate linguistic effects. These constructs also play a significant role in how

legal texts are interpreted, shifting the focus from who performs an action to what is being performed or stipulated. To maintain this balance, legislative drafters should prioritise clarity by using nominalisations and passivisation only to enhance precision or objectivity without compromising comprehension. For example, switching to active voice in contexts where the agent's identity is essential and reducing nominalisation when simpler verb forms suffice can make texts more accessible. The abstraction achieved through nominalisation allows legal language to encapsulate broad principles and general obligations, fostering a discourse that can be consistently applied across cases without the need for constant modification. However, such abstraction may come at the cost of transparency and accessibility, prompting ongoing debate within the realm of legal linguistics about the balance between precision and readability.

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## Rola nominalizacji i pasywizacji w (pod)języku prawnym

**Streszczenie.** Artykuł bada rolę nominalizacji i pasywizacji w obszarze (pod)języka prawniczego, zwłaszcza w kontekście ich wpływu na klarowność i precyzję interpretacyjną. Opierając się na ramach lingwistycznych stworzonych przez Comriego i Thompsona (1985) oraz przez Lyonsa (1977), badanie wyjaśnia, w jaki sposób nominalizacja przyczynia się do zwiększenia formalności i spójności. Z kolei pasywizacja umożliwia przesunięcie uwagi z wykonawcy na samą czynność, co sprzyja obiektywności. Analiza korpusowa aktów

prawnych Wielkiej Brytanii z lat 2003, 2013 i 2023 pozwala zbadać występowanie i ewolucję funkcjonalną tych cech językowych. Wyniki pokazują, że choć nominalizacja i pasywizacja zwiększają precyzję i neutralność, ich nadmierne stosowanie może obniżyć czytelność dla odbiorców spoza środowiska specjalistycznego. Analiza podkreśla potrzebę równoważenia technicznej precyzji z przystępnością, zgodnie z celami ruchu Plain English, aby promować bardziej klarowną komunikację prawną.

**Słowa kluczowe:** angielski język prawny, nominalizacje, strona bierna, Plain English