In this paper we would like to discuss some structures, typical of Legal English, which contain two (sometimes more) coordinated elements. In many cases the presence of more than one element is actually unnecessary because the coordinated elements are semantically more or less identical or the meaning of one coordinated element is implied in the other. Such coordinated phrases are a relatively common stylistic device in Germanic languages, in many cases fixed by tradition, occasionally even alliterated. This can in some instances be viewed as a sort of "l'art pour l'art", that is to say a linguistic feature motivated by little else than tradition. However, coordinated structures are not necessarily just redundant elements added *ad libitum:* in many cases their function is to make the meaning more precise, unambiguous. In linguistic literature some of the coordinated structures examined in this article have been treated as binomials. Malkiel (1959:113) introduces them as "the sequence of two words pertaining to the same form-class, placed on an identical level of syntactic hierarchy, and ordinarily connected by some kind of lexical link.".

Though this process is not completely non-productive, many of the coordinated structures are more or less fixed expressions. Unlike typical idioms, however, coordinated pairs or longer sequences used in legal English can usually be understood from knowing the meaning of their constituents, so their "idiomacity" is weakened.

It can be difficult to decide whether the coordinated items are complete synonyms (it is often argued that complete synonyms do not exist) or whether the presence of both (or all) items is justified because they are intended to name all the important aspects of the matter in question. There are, for example, instances where several related items from a series are listed that are not synonyms but rather items on a certain scale and because making an exhaustive list of such items would be difficult, or impractical, a general term is coordinated with the enumerated ones, thus rendering them more or less redundant. In Slovak, coordinated structures do exist but are by far less common than in English. One of the few instances is *spoločne a nerozdielne* or its variant *rukou spoločnou a nerozdielnou*, corresponding to the English phrase *jointly and severally*.

To see how coordinated items abound in legal texts we can show the usual wording of the beginning part of a will.
I give, devise and bequeath all of the rest, residue and remainder of my property which I may own at the time of my death, real, personal and mixed, of whatsoever kind and nature and wheresoever situated, including all property which I may acquire or to which I may become entitled after the execution of this will, in equal shares, absolutely and forever, to John Smith and his wife Pamela Smith.

Several words (in bold type) simply repeat the same meaning as those with which they are coordinated.

The most frequent type of coordination is with the conjunction and, which joins two terms with a similar or identical meaning.

- terms and conditions
- last will and testament
- aiding and abetting
- bribery and corruption
- any and all

In most cases the pairs of synonymous expressions have the nature of fixed units which always appear in the same order. It is impossible to reverse it.

- * conditions and terms
- * authority and power

It is hardly possible to insert an extra element between the two coordinated ones.

- * books, accounts and records

Neither is it easy to modify the phrase as a whole or either of its items on its own.

- * strict terms and conditions
- * terms and strict conditions

Variation in number is likewise impossible.

- * a term and condition

These restricted possibilities of grammatical variation bring the examined structures closer to idioms.

Occasionally the two coordinated elements refer to two things, activities, etc., which occur at the same time and both contribute to the resulting meaning:

- breaking and entering
- drink and drive

The second most frequent conjunction is or.

- validity or enforceability
- law, decree or regulation
When, for example, one of the coordinated elements is a hyponym of the other, the coordinated phrase with or is used to indicate that the particular item is not expected to be viewed as strictly limited to its usual scope of meaning but allows a wider interpretation.

*No interest of any party under this Agreement may be assigned or otherwise transferred* ...

*Or* is replaceable with *and* when the former is used not to express that the coordinated elements are alternatives to each other, but rather that they are just alternative names for the same concept.

*The Bank shall have the right to appoint or constitute one or more individuals* ...

*The Mortgagor hereby appoints and constitutes the Bank as*....

Here *or* functions as a substitute for the longer phrase *in other words*. In this and in many other cases, however, the two conjunctions cannot freely substitute each other. *Or* fits mainly in contexts in which a potential act is described, whereas *and* is used when acts actually accomplished are referred to.

The coordinated elements need not be synonymous in all contexts but can be used as synonyms within certain specific contexts. For example, we "give" or "make" a notice although we do not "give", only "make" breakfast, etc.

*Any notice, application or other communication to be given or made under this Agreement to the Bank shall be in writing*...

The nature of the coordinated terms may be

(a) nominal:

*agreements, arrangements and understandings*

*aiding and abetting*

*books and records*

*breaking and entering*

*all consents, permits, licenses, registrations and authorizations*

*subject to any dispute or litigation*

*execution and delivery of the agreement*

*in full force and effect*

*land, buildings, and immovable assets*

*law, decree or regulation*

*its right, title or interest in or to the real property*

*representations and warranties*

*I have refrained from placing too many restrictions or limitations upon the trust fund*...

*right, power or privilege*

*no waiver of any term, provision or condition of this Agreement*
rules and regulations
each and every thing or act
validity or enforceability

(b) verbal

(i) finite verb forms

no waiver shall be deemed to be or construed as …
The employee will not canvass, solicit or endeavour to entice away from USOS any person…
I, P. Balcer, of Maricopa County, Notary public duly admitted and sworn… do hereby certify and attest that…
The provisions of this Act shall govern and regulate all civil proceedings…
the Mortgagor hereby unconditionally and irrevocably grants and provides to the Bank…
a first ranking mortgage over land, buildings and immovable assets …
the mortgagor hereby represents and warrants

(ii) infinitives

any notice, application or other communication to be given or made under this Agreement
the right to appoint or constitute one or more individuals
do or permit to be done
There is no intention under any of the provisions of this article… to grant or give any statutory lien or privilege…
A contempt of court is any act or omission tending to obstruct or interfere with the orderly administration of justice…

(iii) -ed-participles

assigned or otherwise transferred
modified, supplemented or amended
A judge… shall be recused, if he is biased, prejudiced or interested in the cause…
… the signature of Maria Anderson set and subscribed at the foot of the said Power of Attorney

(iv) -ing forms (these seem to be less frequent in legal English than otherwise)

It shall not be construed as limiting or in any way precluding the exercise by the Bank of any or all of its rights for the full and due payment…

Modal verbs, too, are sometimes coordinated if the meaning of one fails to include all the intended meanings. They are not understood as synonyms but rather express contrasting meanings. Although such combinations are not a speciality of legal English, it is one of the domains where they are relatively frequent:
The sheriff may, and if the necessary funds therefor are advanced or satisfactory security is furnished for him by any interested person shall, continue the operation of any property...

Verbs sometimes form chains of near-synonyms consisting of more than two items; the meaning of the individual items is not completely identical and they are used to add the shades of the meaning absent in the first verb. It can be observed that the differences in meaning are the smallest between neighbouring verbs and slightly more manifest between, e.g., the first and the last coordinated element:

The Fund shall contribute, convey, transfer and assign to Kika and Kika shall accept from the Fund...

Another special case is coordinating the verb with a causative structure that contains the same verb. This indicates that the responsible person does not have to carry out the obligation personally.

In consideration of the purchase of 90% of the outstanding equity Kika shall pay, or cause to be paid, to the Fund the sum of...

(c) adjectival
not yet due and delinquent
a fair and impartial trial...
free and clear of all liens and encumbrances
full and due payment
KTC will assume full and entire responsibility....
amounts now or hereafter outstanding or payable
by registered or certified mail
true and correct

(d) adverbial
amounts that are now or hereafter outstanding
jointly and severally
division of my estate partly or wholly in kind...
we have been living separate and apart...
unconditionally and irrevocably
it is my intention that the trust be wisely and reasonably managed...

(e) pronominal
any and all encumbrances
The Mortgagor will do or permit to be done each and every act or thing and deliver each and every document or instrument which may be necessary...
This Agreement constitutes and contains the entire agreement between the parties hereto and supersedes any and all prior agreements between the parties hereof and thereof relating to the subject matter hereof and thereof.

(f) prepositional

Contract concluded by and between the following parties

A real action is one brought to enforce rights in, to, or upon immovable property.

Prepositions may be coordinated in order to add precision:

Criminal prosecutions instituted on or after the effective date of this Act.

On or prior to the Closing Date, the Fund shall...

Primary prepositions can also be coordinated with phrases that are secondarily used as prepositions as in:

Any dispute arising under or in connection with this agreement shall be resolved...

(g) other

including, but not limited to, ...

The Mortgagor hereby appoints the Bank to act in the name of and on behalf of the Mortgagor.

Coordination of converses

Converses are pairs of words, especially verbs, with the reverse meaning. They describe the same situation from two opposite perspectives – if one party buys, the other party must sell, if one party gives or sends, the other party takes, receives or accepts, etc.

Other similar converses are: hand over – take over, lend – borrow, etc. It is obvious that, e.g., in the process of selling, one person sells only when the other buys, and it is not necessary to mention both aspects of the same process. In legal documents converses extend the repertoire of synonymic pairs.

A hereby sells and B buys …

A offers and B accepts

Other quasi-synonymous constructions involve different parts of speech in which the meaning of one element is predictable in the context of the other even if they do not belong to the same word class.

There is no legal restriction which limits the validity...

In non-legal language it would be sufficient to say, e.g.

There is no legal restriction to/of the validity...
There are no legal limits to/of the validity…
A similar case is
Upon the occurrence of an Event of Default …. where occurrence and event are not synonyms but one presupposes the other: whatever occurs is an event of something coming into existence.

Coordination of opposites

In hearing the defendant, the judge often asks questions (which in other, non-legal contexts would be positive yes-no questions) in the form of an alternative question (with or) whose auxiliary verb do is both in the positive and negative form:

Did you or did you not steal the money from the safe?

Legal regulations (statutory provisions) sometimes coordinate positive and negative verb forms in order to account for all alternatives:

An obligation implies a right to enforce it which may or may not accrue…

In the following examples the adjectives private and public are complete opposites of each other and their use together corresponds to the meaning of any, which is repeated several times in the same phrase so it can also be viewed as a special way of expressing a synonymic relationship.

The Bank will be entitled to sell…the Real Property …at public or private sale or sales, at any exchange, broker's board or at any of the Bank's offices or elsewhere…

Another way of expressing the meaning of any in connection with number is to coordinate one and more by or:

…to purchase or otherwise dispose of all or any part of the Real Property in one or more parcels…

Coordination of items followed by different prepositions

English prepositional government is a syntactic process in which the choice of the preposition is dictated by the preceding noun, adjective, verb, etc. Sometimes two (or more) such elements are coordinated, each followed by the preposition whose choice is dictated by the particular element. In Slovak such constructions are either avoided or the preposition is used only with the last of the coordinated elements, the other prepositions are dropped – this is also due to the fact that prepositional government is not so important in Slovak as in English, where it can be the only syntactic indicator showing the connection between two elements.
Collection of fines from, and imprisonment of, persons found guilty...

There is no legal restriction which limits the validity or enforceability of, and no law, decree or regulation is contravened by, this Agreement.

An otherwise privileged wire, oral, or electronic communication intercepted in accordance with, or in violation of, the provisions of this article does not lose its privileged character and any evidence derived from such privileged communication against the party to the privileged communication shall be considered privileged also.

In our view, the essential nexus to damaging the integrity of government may be found in acts which constitute corruption in, or flagrant abuse of the powers of, official position.

The employee will not seek or produce orders from, or do business with, any person who...

The Slovak translation of the preceding sentence uses an additional pronoun to accommodate the two prepositions:

Zamestnanec neobstaráva od žiadnej osoby objednávky, ani s ňou neobchoduje, ak táto osoba...

Coordination of various grammatical forms of the same item

Apart from the coordination of positive and negative forms, we can find coordination of:

a) singular and plural forms

at public or private sale or sales

The two forms of the noun are coordinated in order to exclude the possibility of interpreting one of them as excluding the other grammatical number:

The Bank will be entitled to sell... or otherwise dispose of all or any option or options to purchase.

b) active and passive:

When a justice of the supreme court recuses himself or is recused, the court may...

“Affiliate” shall mean, with respect to any Person, any other Person which, directly or indirectly, owns more than fifty percent of the voting securities, or controls, or is owned or controlled by, the specified Person.

c) two or more tenses

This Agreement is at present or will be listed on Schedule B...

d) non-causative and causative form

do or cause to be done...

The Mortgagor hereby covenants that it will: do or permit to be done each and every document or instrument...
Sometimes two legal terms may be coordinated that are otherwise synonymous but each tends to appear in collocation with a different term, both of which are present. In the following example starting the legal proceedings is referred to as "commenced" in the event of a civil action and as "instituted" in the event of a criminal case.

*The provisions of this Act shall govern and regulate all civil proceedings commenced and criminal proceedings instituted on or after the effective date of this Act.*

**Split coordination**

An interesting case is one in which a coordinated structure is split into two by adding another pair of synonymous expressions. An example will illustrate the nature of this type:

*On the terms and subject to the conditions set forth herein ...*

Here *on* and *subject to* form one synonymic pair, *terms* and *conditions* form another.

**Generalization**

Coordinated elements which are not identical in meaning are sometimes coordinated with a term constituting an "umbrella" for the individual meanings.

*Any notice, application or other communication to be given or made under this Agreement to the Bank...*

*Wilful neglect or violation of duty by a clerk, sheriff, or other person elected...*

It seems that the law aims at covering all eventualities by adding the general term but still wants to name the most typical items by enumerating them.

**Extension**

Extension of a meaning which might not be considered wide enough is commonly expressed by such phrases as *or otherwise, or elsewhere*, e.g.

*The Bank will be entitled to sell...the Real Property...at public or private sale or sales, at any exchange, broker's board or at any of the Bank's offices or elsewhere...*

Before concluding, we would like to point out one well-known difference between English and Slovak. Coordination in one language does not always correspond to the same syntactic process in the other. In some cases it might even be inappropriate or impossible to translate English coordinated structures by anything similar (e.g., *bread and butter, drink and drive, come and help me*, etc.).
There have been efforts (see, e.g. Beveridge, 2000) exerted recently in favour of simplifying legal English, and eliminating coordinated synonyms is a part of such efforts pointing to their redundant nature. Nevertheless, in legal English coordinated structures are not simply a matter of tradition and convention: they are of a functional nature, often making the meaning unambiguous or more precise.

**Conclusion**

In conclusion it can be said that coordinated structures are a typical feature of an English legal text serving as one of the register markers for this type of linguistic structure (one of many that make it easy to recognize the legal nature of a text) and that it is by no means necessary to translate all of the constituents of such items into Slovak. Slovak often does not have as many synonyms as are available in English in a particular instance. Thus when items with almost the same meaning are coordinated in English, the Slovak translation need not strive to employ awkward and uncommon coordinated structures. Similarly, if enumeration of several items is used more or less as exemplification, it is not necessary to look for, and virtually impossible to find, equivalents for each individual item. Providing a shorter chain of items in the Slovak translation is completely appropriate. In translating into English, on the other hand, one should be aware of this typical feature and add synonyms in some cases where the source text has no such coordinated structures.

**Bibliography**


The paper deals with the frequent occurrence of coordinated structures in legal English, of a more-or-less synonymic nature. Although these constructions may be felt as redundant, they function as stylistic markers and contribute to making the meaning more precise. The examined structures are classified according to their grammatical make-up and their functions. They are tested for the possibilities of reversal, modification, or grammatical change, which are practically non-existent. As this phenomenon is a specific feature of English legal language, it is not necessary for a translator, e.g. into Slovak, to translate each of the coordinated items.