

## Pragmatic analysis of the legalese

<sup>1</sup> Rachael Ebiumene Ekeuwei Nelson, <sup>2</sup> Francis Attah Egu, <sup>3</sup> Faith Ewomazino O'neil

<sup>1</sup>Lecturer, Languages Unit, School of General Studies, Federal Polytechnic of Oil and Gas, Bonny Island, Rivers State, Nigeria

<sup>2</sup>Lecturer, Languages Unit, School of General Studies, Federal Polytechnic of Oil and Gas, Bonny Island, Rivers State, Nigeria

<sup>3</sup>Lecturer, Department of Linguistics and Communication Studies, University of Port Harcourt, Port Harcourt, Rivers State, Nigeria

Email - <sup>1</sup>ekeuweirachael@fedpolybonny.edu.ng, <sup>2</sup>egu4ran6@gmail.com, <sup>3</sup>zinoewomazino.of@gmail.com

**Abstract:** Legal language is characterised by a peculiar systematic patterning and potentialities as a viable communication system. This study is concerned with the analysis of legal language within the ambit of pragmatics. Pragmatics studies the use of language in communication, particularly the relationship between sentences, context and the situations in which they are used. The aim of this research is to undertake a pragmatic analysis of legal language using Speech Acts theory. Consequently, Speech Acts Theory as propounded by Austin (1962) and revised by Searle (1969) forms the theoretical framework for this study. It offers the analytical tool for making overt the Illocutionary Acts that is contained in discourse. Austin's theory considers utterance as an action, particularly with regard to its intention, purpose or effect. Data were obtained from three (3) different legal documents: a Judgement delivered by Justice Ignatius Chukwudi Pats-Acholonu, Deed of Conveyance, and a Tenancy Agreement. Using the descriptive and analytical approach, data are presented in pictorial charts and percentages. The study discovers that legal language is characterised by Searle's classification of Illocutionary Speech Acts. Furthermore, it concludes that legal language is directive, commissive, declarative, representative and expressive.

**Key Words:** legal language, pragmatics, speech acts, discourse, utterance.

### 1. INTRODUCTION:

As a linguistic process, language is the cognitive processes involved in producing and understanding linguistic communication. As a term, language refers to a system of words used to name things in a particular discipline, as in medicine, law, finance, aviation, and so on. Language is a written or spoken words used by the people of a particular country or area. It is a tool or code system for human communication and without it, human society is incomplete (Yul-Ifode, 2001) [1].

Generally, the study of language divides along the lines of "Descriptive" and "Applied" Linguistics. Descriptive linguistics studies the theoretical framework and the concepts or phenomena of language at different levels of linguistics; it focuses on the internal structures, organisations and operations of language - being Phonetics, Phonology, Morphology, Syntax and Semantics. Applied Linguistics, on the other hand, involves the application of linguistic knowledge, concepts or theories to providing practical solutions to language-related problems. Some of the areas covered include clinical, historical, sociolinguistics, discourse analysis, pragmatics, and so on.

Pragmatics emerged as a reaction against the previous formalist approach to language study. The formalist approach deprived man of the most outstanding of his ability, that is, the ability to negotiate meaning to the world instead of extracting a meaning that is already there. The emergence of Pragmatics has caused the replacement of the idea of "linguistic competence" with "communicative competence" (Yule, 1996) [2]. It is from the functional perspective of language use; which pragmatics is concerned with, that linguistic structures can be explained by reference to non-linguistic forces. Pragmatics takes language use to be whatever happens when users are doing things with language.

Furthermore, Pragmatics is concerned with the study of meaning as communicated by a speaker or writer and interpreted by a listener or reader (Yule, 1996) [2]. The study of Pragmatics encompasses Speech Act Theory, Conversational implicatures, Talk in Interaction and other approaches in language behaviour of which the legal language is a part of.

The Judiciary is that arm of government charged with the task of interpreting the laws of the land, be it legislation, regulations, or by-laws. It includes the whole body of Judges, Magistrates, Lawyers and other Judicial /Legal officers.

Legal practitioners carry out their responsibilities in a unique way using a language characterised with its obscurity, ambiguity and complexity. Legal language is encoded authoritatively, and it is used quite strategically by lawyers in giving effect to legal documents like deeds, wills, etc. As a sublanguage (a specialised language or jargon associated with specific group-lawyers) it has the specialised features that distinguish it from other languages.

Our concern in this study, however, is to analyse the peculiar style of legal language in the areas of pragmatics using the Speech Act Theory.

## 2. STATEMENT OF THE PROBLEM:

Language aims at communication, and its analysis provides an insight into how people communicate, think, feel and behave in social contexts. The way communication is achieved in one field, in one situation, with a particular set of sentences may vary in some other fields, in some other situations, with the same set of sentences. It is very often because of this fact that one needs to dive deep into the matters of pragmatic analysis of communication.

Pragmatics is the study of meaning in context, and it deals with implied meaning as opposed to the lexical meaning. Speakers of language do not use language only to say things, they also use language to do things. This can be referred to as Speech Acts.

In that light, legal language is profoundly conservative. It is known for its obscurity, ambiguity and complexity. A pragmatic analysis of legal language is therefore immensely valuable to eradicate the idiosyncrasies and ridiculous nature of language employed in it.

Consequently, this research uses Searle's (1969) [3] classification of Speech Acts to unravel the actions performed in the domain of legal discourse.

## 3. OBJECTIVES OF THE STUDY:

The general aim of this study is to investigate legal language using the Speech Acts Theory as stated by Searle (1969) [3]. However, this study is guided by the following specific objectives:

- To determine how legal language serves as directive.
- To determine how legal language acts as commissive.
- To ascertain how legal discourse is expressive.
- To establish how legal language is declarative.
- To discover how legal language is representative.

## 4. THEORETICAL FRAMEWORK :

This paper adopts the Speech Acts Theory. Speech Acts Theory was first conceived by J. L. Austin and later developed by John Searle. Austin in his posthumous work "How to Do Things with Words" (1962) reacted to the view of language philosophers that utterances are statements with true or false values. He claimed that an utterance without true or false value also performs an act. He affirms that in every utterance, a person performs an act (Austin, 1962 [4]. This could be stating a fact, stating an opinion, confirming or denying something, making a prediction, making a request, asking a question, issuing an order, giving permission, giving a piece of advice, making an offer, making a promise, thanking somebody or condoling somebody.

There are three components of speech acts: the locutionary act (literal meaning), the illocutionary act (what it counts as doing) and the perlocutionary act (the effect it has) (Grundy, 2008) [5]. Austin (1962) [4] classified the illocutionary act into five sub-acts. These five sub-acts are: Expositives, Exercitives, Commissive, Verdictives and Behabitives.

After Austin's taxonomy of speech acts, Searle (1969) [3] found faults with it for reasons of inconsistency, incompleteness, etc. He opines that every utterance has a propositional content and illocutionary force indicator. The illocutionary force indicator devices (IFID) includes illocutionary verb, word order, stress intonation, contour and mood of the verb.

Consequently, Searle classified speech act into **directives** (this is a speech act which has the function of urging or persuading the addressee to carry out an instruction), **commissives** (speech act which commits the speakers to some future course of action), **expressive** (speech act in which the speaker expresses a psychological state, this could be the speaker's attitude or feelings towards some states of affair), **representative** (speech act whose function is to describe the process, state or events in the world; and on the path of the speaker, is committed to the truth if what he/she has just said is true, e.g. assertion, claim, a description and a report) and **declaratives** (speech acts which immediately changes the state of affair in the world as soon as the utterances are made. For example, baptising, condemning, pronouncing and arresting.).

This theory is appropriate for this research because Speech Acts Theory is based on communication, and it recognises the fact that words do things besides informing or conveying information. It considers the context in which an utterance is made.

## 5. METHODOLOGY:

Through purposive sampling, three legal documents were selected for this paper. The relevant parts are placed at each strategic point in the cause of the analysis. Descriptive approach reveals the essential elements in the data, while the analysis explains the hidden meanings of the data.

This paper adopts Searle's (1969) [3] classification of speech acts to analyse the illocutionary acts in legal language. The features used in the analysis involve the exemplification and explanation of illocutionary acts (directives, declaratives, expressives, commissives and representatives).

## 6. DATA PRESENTATION AND ANALYSIS:

The data collected in the course of this research are analysed as objectively as possible using pictorial charts, numbers and percentage. The data used for these analysis includes three (3) selected legal documents: The Judgment delivered by Ignatius Chukwudi Pat-Acholonu J.S.S on Friday the 6th of May, 2005, between Adencentro (Nigeria) LTD (as the Appellant) and Council of the Obafemi Awolowo University (as the Respondent); Deed of Conveyance, and Tenancy Agreement. The analysis of each of these documents uses the Searle's (1969) [3] classification of Illocutionary Speech Acts.

### Data A: Judgment

The Judgment delivered by Ignatius Chukwudi Pat-Acholonu J.S.C. of the Supreme Court on Friday the 6th day of May, 2005.

### Contextual Background of the Text

The Suit was between Adecentro (Nigeria) Ltd. (the Appellant) and Council of Obafemi Awolowo University (the Defendant). The Appellant, a Construction company, was contracted to build a Laboratory building, a General Service and Supply Centre. The initial price agreed upon was N 2,440,449.00 (Two million, four hundred and forty thousand, four hundred and forty-nine naira). It was later revised upwards to N 7,356,663.28 (seven million, three hundred and fifty-six thousand, six hundred and sixty-three naira, twenty-eight kobo). A completion period of 44 weeks was given, but there was room for extension of time if deemed necessary.

The Appellant applied for an extension of 67 weeks, but the architect approved only an extension of 35 weeks. The Defendant also rejected to pay the sum of N102, 743.73 (one hundred and two thousand, seven hundred and forty-three naira Seventy-three kobo) for the entitlement of Certificate No 35. For these reasons, the Appellant instituted an action at a High Court.

The Defendant denied all allegations while blaming the former for negligence and incompetence by not employing experienced staff for the job which resulted in escalating costs due to their inability to finish on time. They counterclaimed for damages in the sum of N12,746,616.54 (twelve million, seven hundred and forty-six thousand, six hundred and sixteen naira fifty-four kobo).

### Illocutionary Acts

#### Directives

Excerpt 1: That the whole works should be completed within a period of 44 weeks.

Excerpt 2: That the appellant if occasion so demands may apply for an extension of time to complete the job.

Excerpt 3: That the architect's certificate is a condition precedent for payment.

Excerpt 4: The payment of this sum of N102,743.73k (One hundred and two thousand, seven hundred and forty-three naira seventy-three kobo) by the defendant to the plaintiff shall be deferred till when the project is finally completed by another contractor and accounts are taken by both parties under section 25(3) (a) and (3) (d) of Bills of Quantities (Exhibit P2).

Excerpt 5: Reliefs (4) and (5) are to be treated in accordance with the contract.

The Judge made use of directives to get the Appellant and Defendant to perform some action. With the use of the modal axillary verb 'should', and implicit performative statements, the Judge performed this act.

### Commissives

Schane (2006) [6] states that in producing a commissive illocution, the speaker commits himself or herself to perform a future course of action.

Excerpt 1: I **shall** come to this later.

Excerpt 2: I **shall** set all of the letters in extensor.

These were the only instances where commissives were seen in this data. The Judge pledged with the modal performative verbs 'shall' as highlighted in the excerpts above. He also made use of a first singular pronoun (I) before the final judgment was passed, he fulfilled it.

### Expressives

Excerpt 1: Feeling sorely about such a development the appellant instituted an action in the High Court.

Excerpt 2: The appellant's grouse against the judgment of the Court of Appeal is in the lower court's affirmation of the decision of the Trial Court.

Excerpt 3: The appellant equally berated the High Court for holding that it was not within the competence of the court to grant the extension of time thereby usurping the power of the architect, stating that it never sought such relief.

Excerpt 4: In this case, the appellant was literally begging the respondent for mercies.

Excerpt 5: The angst of the respondent has been the alleged tardiness on the part of the appellant; an attitude that seems to be redolent of indolent nonchalant attitude bordering on sheer levity to work.

In the Judgment, expressives were seen in ten instances. They reflect the psychological state of the Appellant as well as the Respondent.

### Representatives

Representatives are speech act whose function is to describe the processes, state or events in the world, and on the path of the speaker, is committed to the truth if what he has just said is true.

Excerpt 1: The appellant, a construction company, had entered into a contract with the respondent to construct a laboratory building and what is described as the General Service and Supply Centre at an initial price of N2,440,449.00 (Two million four hundred and forty thousand four hundred and forty-nine naira).

Excerpt 2: The sum initially agreed to was later on revised upwards to N7,356,663.28 (Seven million three hundred and fifty-six thousand, six hundred and sixty-three naira twenty-eight kobo).

Excerpt 3: He has submitted that he cannot make an order which the respondent has not sought from him and placed reliance on the cases of Ajikawo vs Ansaldo Nig. Ltd. (1991) 2 NWLR (Pt. 173) 303.

Excerpt 4: I do not agree that the learned trial judge refused the claims.

Excerpt 5: He granted them alright but rather than confine himself to awarding the damages sought he went on to make an order that was not specific, and which after the calculation he has ordered may be in excess of the amounts claimed.

Excerpt 6: By virtue of the settled law in this country a judge in a litigation that involves a claim for damages must as much as it is possible to tailor the amount he awards to the number of damages **claimed** but in this case the learned trial judge had to resort to the relevant clause of the contract binding both parties for the purpose of the assessment.

Excerpt 7: The respondent, on the other hand, **denied** all liabilities and maintained that the unenviable situation was caused by the incompetence of the appellant in not putting the best men on duty and this resulted in perennial requests for extension of time which delayed the work and in turn had the resultant effect of escalating costs.

Excerpt 8: With this in mind, the respondent then **counterclaimed** for damages for a sum of N12,746,616.54. (Twelve million seven hundred and forty-six thousand six hundred and sixteen naira fifty-four kobo).

Excerpt 9: At the High Court the suit of the appellant was dismissed while the counterclaim succeeded.

Excerpt 10: The award of damages was somewhat bizarre in the language it was given.

The representative acts are mostly made up of reports on the contract, the judgment delivered by the High Court and the Court of Appeal. Some of the excerpts are indicated by the use of assertive verbs (these assertive verbs includes; claim, counterclaim, deny, report etc.) and illocutionary force. The illocutionary force behind these assertions is to give information (i.e., what is happening or what has happened). Other assertives were inferred from the meaning of the sentence.

**Declaratives**

Excerpt 1: As to the plaintiff’s claims in paragraph 26 and 27 of his further amended statement of claim, their success depends strongly on section 25(3) (a) of Exhibit P2 the return of the equipment, tools and materials will wait until the whole project is finally and satisfactorily completed by another contractor.

Excerpt 2: The defendants will then have the responsibility to return whatever remains of the equipment to the plaintiffs.

Excerpt 3: The counter-claims also succeed, but they cannot take effect until after the successful completion of the project.

Excerpt 4: The declaration is refused.

Excerpt 5: Relief 2 also fails with the exception of the sum of N102,743.73k (One hundred and two thousand, seven hundred and forty-three-naira seventy-three kobo) on certificate No. 35 which is already due to the plaintiff.

As stated earlier by Schane (2006) [6], only certain persons possess this authority. Judges are one of those special people that possess the power to perform declarative acts. In Data A, the documents show 40 declarative acts. With the use of the adverb ‘hereby’ preceding the verbs, most of the declaratives were made in this data.

**Figure 1.1 Shows a Graphic Illustration of Speech Act Categories in the Judgment (following Searle’s taxonomy)**

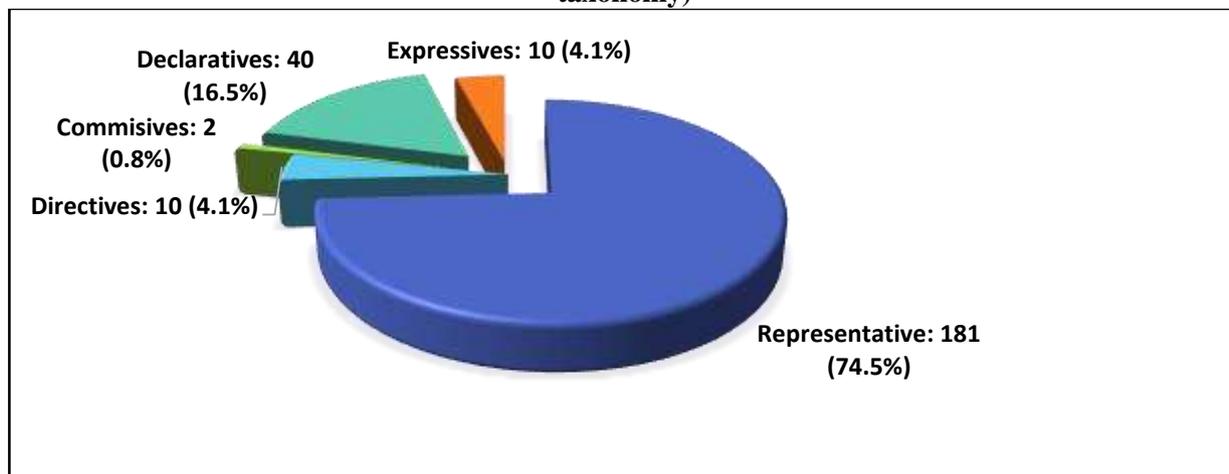


Figure 1.1 above clearly shows the distribution of Searle’s Speech Act categories in the judgment. Representatives accounted for 74% of the entire document as found in 181 utterances. The next in line is the declarative category found in 40 utterances resulting in 16.5%; followed by Expressives and Directives that both had 4.1% as found in 10 utterances each. Commisives had just 2% at the frequency of 2 utterances.

**Data 2: Deed of Conveyance**

**Contextual Background of the Text**

Cambridge Dictionary defines deed of conveyance as a legal document showing that the ownership of a piece of land, a property, etc. has changed. Chief Wali Nnodim of Mbodo Aluu, Ikwerre Local Government Area of Rivers State of Nigeria, transferred ownership of his land known as Akporo Omuado at Mbodo Aluu in Ikwerre Local Government Area of Rivers State to Miss. Eme-Chukwu Precious Ezinne.

## **Illocutionary Acts**

### **Directives**

No directive act was represented in this data.

### **Commissives**

Excerpt 1: The Vendor further undertakes to indemnify the Purchaser against all losses in the event that the Vendor's title proved invalid or defective.

The commissive utterance shows a total commitment of the vendor to reimburse the Purchaser in the event of any loss as it regards to the Deed of Conveyance.

### **Expressives**

No expressive was found in this data.

### **Representatives**

Representatives are speech acts whose function is to describe the processes, state or events in the world, and on the path of the speaker, is committed to the truth if what he/she has just said is true.

Excerpt 1: CHIEF WALI NNODIM of Mbodo Aluu, Ikwerre Local Government Area of Rivers State of Nigeria (hereinafter called "THE VENDOR" which expression shall where the context so admits include his heirs, assigns, successors – in – title, executors or administrators of the.....

Excerpt 2: MISS. EME – CHUKWU PRECIOUS EZINNE of #20 Mbodo Road, Aluu, Ikwerre Local Government Area of Rivers State of Nigeria (hereinafter called "THE PURCHASER" which expression shall where the context so admits include her heirs, assigns, successors – in – title, executors or administrators) of the OTHER PART.

Excerpt 3: The Nnodim Family of Mbodo Aluu in Ikwerre Local Government Area of Rivers State is the Family in whom by Aluu Ikwerre Native Law and Custom of inheritance invested from time immemorial and immediately before the commencement of the Land Use Act, 1990 the absolute interest in title and possession of ALL THAT piece or parcel of Land known as and called "AKPORO OMUADO" lying, being and situate at Mbodo Aluu in Ikwerre Local Government Area of Rivers State aforesaid.

Excerpt 4: By the assurance act and events in Ikwerre Native Law and Custom, the Vendor became seized of a portion of the aforescribed piece of land measuring approximately 480.511 square metres and more particularly delineated and verged RED in Survey Plan No. ABS/RV2008/003 and prepared by Tunde Fakologbon Registered Surveyor and attached to these presents.

Excerpt 5: Being so entitled, the Vendor has agreed with the Purchaser, in consideration of the sum of N430,000.00 (Four Hundred and Thirty Thousand Naira) only.

The assertives above committed the Vendor and the Purchaser to the truth of the expressed prepositions. The Assertive verb is not explicit, and it focuses more on information.

### **Declaratives**

Excerpt 1: By further assurance of S.36(2) of the Land Use, 1990, the Vendor is entitled to a Right of Occupancy in and over the said parcel of land.

Excerpt 2: In pursuance of the above recited agreement and in consideration of the said sum of N430,000.00 (Four Hundred and Thirty Thousand Naira) only now paid by the Purchaser to and Vendor (the receipt whereof the vendor hereby acknowledges) the Vendor as Beneficial Owner and Occupied Subject to the Governor's consent under the Land Use Act, 1990, HEREBY CONVEYS and TRANSFERS unto the Purchaser ALL THAT piece or parcel of land hereinbefore recited, lying, being and situate at "Akporo Omuado" at Mbodo Aluu, Ikwerre Local Government Area of Rivers State and Measuring approximately 480.511 square metres and more particularly delineated and verged RED in Survey Plan No. ABS/RV2008/003 dated the 9th day of January 2008 and prepared by Surveyor Tunde Fakologbon and bounded by Survey beacons numbered SC/N 1471, SC/N 1472, SC/N 1473, SC/N 1474 and SC/N 1475 attached to these presents, TO HOLD the same unto the Purchaser in fee simple absolute free from all and every encumbrances.

Excerpt 3: In further consideration of the foregoing the vendor with the object and intent of affording to the Purchaser a full and sufficient indemnity HEREBY COVENANTS with the Purchaser that: He has full power and right to convey the said property.

Excerpt 4: The said property will be quietly enjoyed by the Purchaser and her successors-in-title without interruption or disturbance from the Vendor or persons claiming by a title paramount.

The declaratives above change the state of reality as it regards ownership of the said land.

**Figure 2.1 Shows a Graphic Illustration of Speech Acts in the Deed of Conveyance (following Searle’s taxonomy)**

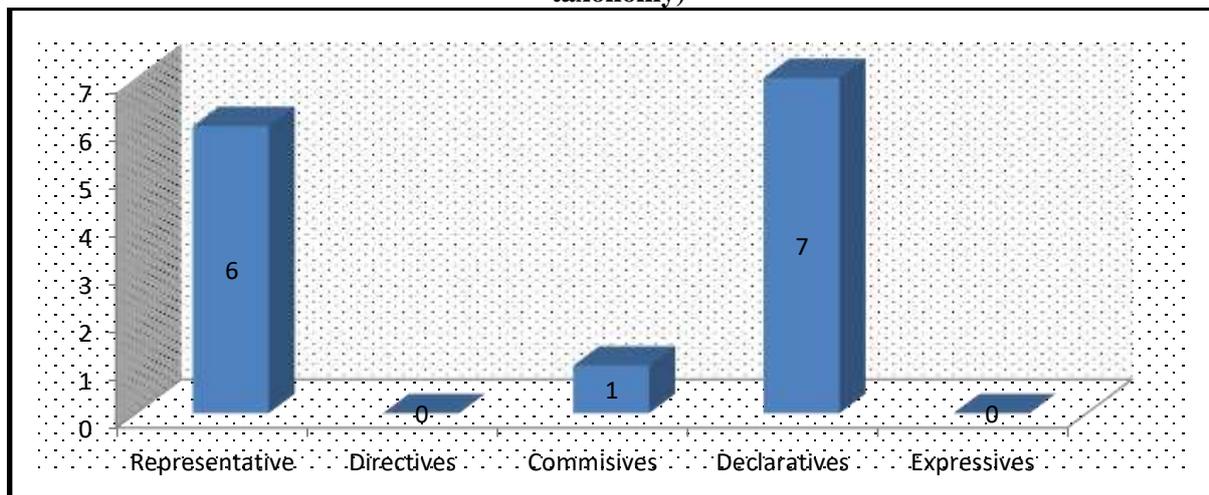


Figure 2.1 clearly shows the distribution of Searle’s Speech Act categories in the Deed of Conveyance. Declaratives accounted for 50% of the entire document as found in 7 utterances. The representative category accounted for 6 utterances (40%), followed by commissives with 1 utterance (10%). Expressives and Directives were not found.

**Data 3: Tenancy Agreement**

**Contextual Background of the Text**

This is a contract between a landlord and his/her tenant. It is a written agreement specifying the terms and conditions of rentals.

**Illocutionary Acts**

**Directives**

Excerpt 1: The rent shall always be paid in advance not later than thirty (30) days before the expiration or commencement of each and every rent/tenancy year, the one year rent of.....only and expiring on..... Day of ..... 200\_ having been paid by the tenant to the landlord at the tenant’s convenience (the receipt whereof the Landlord hereby acknowledges.

Excerpt 2: If the tenant is desirous of a renewal at the expiration of the subsisting tenancy he shall inform the landlord or their agents.

In the document, the use of directives was employed to get the Tenant to perform specific acts. The use of the modal verb ‘shall’ was employed as an act of command to be performed by the tenant to enable him continue his tenancy.

**Commissives**

Excerpt 1: To pay the said rent at the time and in the manner aforesaid.

Excerpt 2: To pay and discharge the charges for electricity consumed in the apartment hereby demised.

Excerpt 3: To pay all rates, taxes, charges and outgoing except the Landlord’s property taxes.

Excerpt 4: To keep the said apartment in good and proper state of tenantable repair (reasonable wear, tear and damage, accidental fire, storm or tempest nor caused by any act of the tenant exempt) while in occupation and before or on termination of the tenancy.

Excerpt 5: Not to alter or amend the construction and arrangement of the apartment or any part of the building without the consent of the landlord, nor deface or disfigure the ceiling nor close or destroy any of the existing windows or doors or open other windows or doors.

Excerpt 6: That the tenant paying the said rent, observing and performing all her obligations under this agreement shall quietly enjoy the said apartment without any interruption by the landlord or his agents or any person claiming through, under or in trust for him.

Excerpt 7: Not to quit the tenant before the expiration of his tenancy.

Excerpt 8: To carry out major repairs whenever the need arises.

The first and foremost duty of a tenant is to pay his rent. In the excerpt 1-5 we see the tenant committing to the landlord. He agreed to pay his rent when due, and also made other commitments; this can be seen in data 3. This was the bedrock of the entire document. The landlord also implicitly and explicitly committed himself to make the tenant comfortable.

**Expressives**

No expressive was found in this data.

**Representatives**

Representatives are speech act whose function is to describe the processes, state or events in the world, and on the path of the speaker, is committed to the truth if what he has just said is true.

Excerpt 1: THIS TENANCY AGREEMENT is made this.....day of.....200 BETWEEN: MR, NWOBUNWO EZEBUNWO CHARLES OF Mbodo Aluu in Ikwerre Local Government Area Of Rivers State, Nigeria (hereinafter called “the landlord” and which expression shall where the context so admits include their heirs, executors, administrators, personal representatives, successors in title and assigns) of the one part.

Excerpt 2: AND MR./MRS..... (hereinafter called “The Tenant” and which expression shall where the context so admits include her heirs, executors, administrators, personal representatives successor (and assigns) of the other part.

The assertives above committed the Vendor and the Purchaser to the truth of the expressed prepositions. The Assertive verb is not explicit, and it focuses more on information.

**Declaratives**

Excerpt 1: The tenancy shall be a yearly tenancy at a yearly rent of ..... With effect from.....day of .....200 To.....day of.....200\_

This explicit declarative act states the duration of the tenancy, the sum payment of the rent as well as the date where it begins and where it terminates.

**Figure 3.1 Shows a Graphic illustration of Speech Acts Categories in the Tenancy Agreement (following Searle’s taxonomy)**

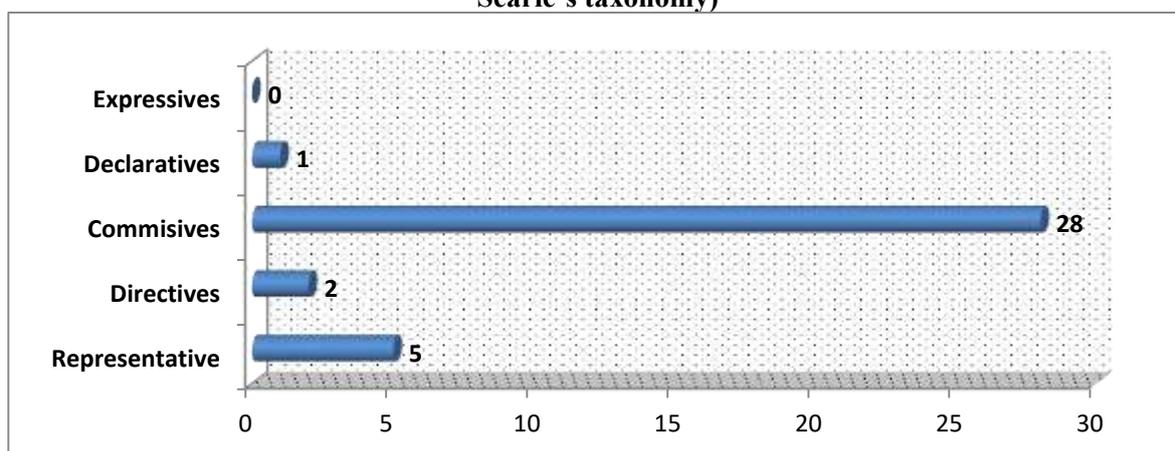


Figure 3.1 above clearly shows the distribution of Searle's Speech Acts categories in the Tenancy Agreement. Commissives accounted for 77.77% of the entire document as found in 28 utterances. The representative category accounted for 5 utterances (13.88%), followed by directives with 2 utterances (5.55%). While the declarative category had 1 utterance (2.8%), expressives had none.

## 7. FINDINGS:

This study has carefully investigated the development of Speech Acts using the data presented. Each legal document was analysed using Searle's five (5) major Speech Acts types - Representatives (or Assertive), Directives, Commissives, Expressives and Declarations. This was used because being understood rather than producing an effect on the hearer is the primary goal of the illocutionary act.

Among other discoveries, this work finds that:

- With the use of the modal auxiliary verb 'should', and implicit performative statements, the Judge performed directive acts.
- As Schane (2006) [6] stated, in producing a commissive illocution, the speaker commits himself or herself to perform a future course of action. The Judge pledged with the modal performative verbs 'shall' as highlighted in the excerpts. He also made use of the first person singular pronoun (I) before the final judgment was passed, he fulfilled it.
- As stated by Schane (2006) [6], only certain persons possess the authority to perform declarative acts. This study finds that Judges are one of those special people that possess the power to perform declarative acts. In Data A, with the use of the adverb 'hereby' preceding verbs, most of the declaratives were performed.
- The use of directives was employed to get the Tenant to perform specific acts. The use of the modal verb 'shall' was employed as an act of command to be performed by the tenant to enable him continue his tenancy.

Finally, the findings of this research revealed that although legal language is obscure and ambiguous, they are made up of directives, declaratives, expressives, commissives and representatives.

## 8. CONCLUSION:

This study reveals that as speech is the act of communication, a speech act is an utterance that has a performative function in language and communication. Since illocution is the intention the speaker has to utter the statement, then the intended meaning of the speaker depends on the context of use. In other words, 'Who is speaking? To whom is he/she speaking? What circumstance led to the utterance? When is he/she speaking?'

This research has clearly shown that that legal language is replete with Searle's classification of speech acts.

## REFERENCES:

1. Yule, G. (1996). *Pragmatics*. Oxford: Oxford University Press.
2. Yul-Ifode, S. (2001). *An introduction to language in history and society*. Aba: National Institute for Nigerian Languages.
3. Searle, J. L. (1969). *Speech acts: an essay in the philosophy of language*. Cambridge: Cambridge University Press.
4. Austin, J. L. (1962). *How to do things with words*. London: Routledge and Kegan Paul Plc.
5. Grundy, P. (2008). *Doing pragmatics*. London: Hodder Education.
6. Schane, S. (2006). *Language and the law*. London: Continuum Press.