

Pronominal Adverbs Based on *Here-*, *There-*, and *Where-* as Textual Connectors in Legal Discourse

Anton Osminkin

New Sorbonne University Paris III, France
Institute of Intercultural Communication and Management (ISIT Paris),
France

Anton Osminkin is a PhD student in jurilinguistics, and a lecturer at the New Sorbonne University Paris III. His research interest focuses on modality in legal discourse in English, French and Russian. He also works as a legal translator and interpreter.

Emails: anton.osminkin@sorbonne-nouvelle.fr, osminkin.anton@isitparis.eu

Abstract

This paper examines the connectors based on *here-*, *there-*, and *where-*, as used in legal discourse. Although they are regularly mentioned in specialised literature (Crystal, 1988; Tiersma, 1999; Williams, 2007) or in guides designed for legal professionals (Krois-Lindner, 2006; Brown, 2012), no detailed explanations on how they operate have been found. Although plain language exponents consider these connectors as a part of antiquated legalese, they frequently occur in legal contexts. For this reason, in order to provide assistance to specialists working in law in English, this paper offers a linguistic analysis of the logic behind the mechanism of their formation. The study is based on a corpus of business-to-business legal documents available on the US database *Onecl*, complemented by the occurrences of connectors from other sources.

Keywords: discourse markers, pronominal adverbs, connectors, legal discourse.

Introduction

In this paper we will focus on written legal English, notably on contractual legal documents. Lawyers have developed a specific style of legal drafting in which they have used a collection of linguistic formulae, as defined by Crystal (1988, p. 194), “subjected to long and thorough testing” over a long period of time. Although new drafting styles influenced by the Plain English Movement (Tiersma, 1999; Williams, 2007) have been successfully introduced in many English-speaking jurisdictions in the sphere of legislation, lawyers still apply a large number of traditional linguistic formulae while drafting legal documents such as contracts or wills. One of the linguistic means represents a set of morphosyntactic markers, shown in bold in the following examples:

1. No failure or delay on the part of the Parties **hereto** to exercise any right, power or privilege **hereunder** or under any instrument executed pursuant **hereto** shall operate as a waiver.
2. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound **thereby**, and in accordance with Section 11.3.
3. **IN WITNESS WHEREOF**, the Parties **hereto** have executed this Commitment Letter as of the date first written above.

To begin with, we can see that the bold words are discursive connectors that “link units or segments together” (Lapaire & Rotgé, 1996, p. 210). Such connectors related to cohesion contribute to the coherence of a text (Gocic, 2012, 91). More precisely, cohesion not only links but also reveals the interdependency of elements as noted by Halliday & Hasan (1976, p. 4).

In terms of morphology, such discursive connectors as “hereto”, “thereby”, “whereof” represent pronominal adverbs (Lenker, 2010, pp. 113-114). They are a type of adverb used in certain Germanic languages, such as English, Dutch, and German. They are formed by joining a locative adverb (the equivalents of “here”, “there” or “where”) with a preposition. Such a complex construction replaces phrases composed of a preposition and a pronoun. For example, “therein” replaces “in that”, whereas “to this” can be substituted by “hereto”.

This type of connector based on *here-* and *there-* can be found even before the 12th century, as mentioned by Tokizaki (2010). According to the *Online Etymology Dictionary* (n.d.), *here* and *there* (þær) existed in Old English meaning “in this place” and “in or at that place” and deriving from Proto-Germanic pronominal stems *hi + (-r) and *thær accordingly. For example, the adverb “hereafter” had the form of “heræfter”. *Where-* forms can be detected in the documents dated from the 13th century. In the following extract, Lenker (2010) provides a modern interpretation of the introductory phrase taken from Wulfstan’s “Sermo Lupi ad Anglos” (1010-1016):

Lēofan men, gecnāwað þæt sōð is. Dēos worold is on ofste, and hit nēalācōð þām ende, and þȳ hit is on worolde aa swā leng swā wyrse.

“Beloved men, know what the truth is: this world is in haste, and it approaches the end; and **therefore** it is ever worse and worse in the world; ...”

According to Lenker’s analysis, the instrumental/locative þȳ in Old English was used to mark a resultative relation “therefore” (Lenker, 2010, p. 98).

In terms of general linguistics, the connectors in question can be a good illustration of evolution in the process of which a number of linguistic units gradually disappear from general

use to become specific textual markers in a limited number of discourses. Nowadays, these connectors can be mostly found in legal and religious texts (Crystal, 1988). Connectors have been traditionally considered as providing greater clarity and helping to promote concision. According to this perspective, they can serve as quite an efficient means of constructing cohesion and cross-referencing (Chovanec, 2012, 2370) which enables one to avoid undesirable repetitions in legal texts.

However, as mentioned by Wydick (2005), Williams (2007), and Adler (2012), the proponents of the Plain English Movement recommend legal drafters not to use these discourse markers precisely because they sound antiquated and smack of legalese. Tiersma (1999, p. 96, p. 204) considers the connectors to be anachronisms that reduce understanding. Nonetheless, as the analysis shows, these text tools are extensively employed in legal drafting. Consequently, professionals have to decode their meanings when writing or reading a legal text in English.

This also concerns legal translators for whom English is a native tongue, and those who are speakers of other languages. In her article dedicated to legal translator training, Way (2012, 40-41) notes that a translator can be a newcomer in the legal area in which he or she faces a very specific English to which the connectors in question belong. For this reason, I hope that this study will be pertinent to translators working with legal English.

Therefore, in the following sections of this paper, I would like to provide insights into the mechanism of the formation of the *here-*, *there-* and *where-* connectors. In addition, based on my study, I will attempt to consider the question whether the connectors represent a useful textual tool in document drafting.

Data, Methodology, and Analysis

Corpus and Methodology

The corpus of the connectors collected for this study (707,238 words, the total number of connectors = 4,547) is comprised of business-to-business contractual documents from the field of commercial and corporate law. They are written by lawyers, to be read by professionals (hereinafter referred to as the “Corpus of Business Contracts and Related Documents or “CBCRD”). About 95% of the corpus (675,845 words) consists of documents written between 2002 and 2019. They are taken from the free Internet database *Onecle* (n.d.) which provides public domain business contracts in English, submitted to and examined by the U.S. Securities and Exchange Commission. It should be noted that *Onecle* is increasingly attracting the attention of researchers studying legal discourse: it is used in various types of works such as full-scale articles (e.g., Geis, 2008; Ratner, 2014; Breeze, 2015) and PhD and Master’s degree

dissertations (e.g., Hromádková, 2014). In addition, the research has revealed that very few databases similar to *Onecle*, providing free access to contractual documents, have been available on the Internet so far.

Approximately 5 % of the corpus (31,393 words) consists of contractual documents taken from my own collection, both in printed and electronic formats. They were written between 2006 and 2012. These documents, representing 5% of the corpus, are written by native English lawyers both in British (79%) and American English (21%). More detailed information can be found in the Appendix.

All the occurrences of the connectors from the documents in electronic format provided both from *Onecle* and my collection as PDF or Word files were first found throughout the texts of the documents. Afterwards, the results were verified through the word search option *here**, *there**, and *where**. The occurrences of all the connectors from the printed documents were found manually, and added to those in electronic format in the process of writing this paper. Finally, the data were transferred to Excel to carry out quantitative analysis. The names of the documents as well as more detailed data can be seen in the Appendix to this paper.

It should be noted that the CBCRD is not large. However, as noted by Koester (2010, p. 69), specialised corpora are carefully targeted and they provide regular patterning even with relatively small data. This is the case concerning the CBCRD in which the occurrences of the connectors systematically provide the same meanings.

The next step was to collect the meanings of the connectors found in the corpus, which are provided by *Black's Law Dictionary* (Garner, 1996/2011) in the table below.

Quantitative Analysis

The first step was to calculate the number of occurrences of the connectors based on *here*, *there-*, and *where-*, employed in the selected legal texts. The second was to examine which of them were quantitatively more frequent and which were less frequent.

The table and the graph provided below show which type of connector occurs more frequently, related to the total number of the occurrences of all the *here-*, *there-* and *where-* connectors in the corpus.

TABLE 1.

Meanings of the connectors

<i>Pronominal Adverb</i>	
<i>Based on here-</i>	
<i>hereafter</i>	from now on; at some future time or later in this document
<i>hereby</i>	by this document; by these very words
<i>hereinafter</i>	later in this document
<i>herein</i>	in this thing (such as document, section or paragraph)
<i>hereof</i>	of this document (such as a provision or document)
<i>hereto</i>	to this document
<i>hereunder</i>	later in this document; in accordance with this document
<i>herewith</i>	with this document
<i>Based on there-</i>	
<i>thereabout</i>	near that time or place
<i>thereafter</i>	afterward, later
<i>thereby</i>	by that means, in that way
<i>therefor</i>	for it or them; for that thing or action
<i>therefore</i>	for that reason, on that/those grounds; to that end
<i>therefrom</i>	from that, it, or them
<i>therein</i>	in that place or time; inside or within that thing/those things
<i>thereof</i>	of that, it, or them
<i>thereto</i>	to that place, thing, issue
<i>thereunder</i>	under that/them
<i>thereupon</i>	immediately without delay; on that matter
<i>therewith</i>	with that
<i>Based on where-</i>	
<i>whereby</i>	by which, through which, in accordance with which
<i>wherefore</i>	for all these reasons, for the reason(s) mentioned above
<i>wherein</i>	in which, where; during which
<i>whereof</i>	of what; of which
<i>whereupon</i>	soon after and as a result of which; and then
<i>wherewith</i>	by which

TABLE 2.

Total number of the occurrences of the connectors in the CBCRD

Connector	Count	Frequency
Here-	2900	63.78%
There-	1444	31.76%
Where-	203	4.46%
TOTAL	4547	100.00%

Although some of the examined contractual documents contain connectors to a greater degree than others, these discourse markers have been found in all the documents from CBCRD. In addition, one can see which of the connectors of each type appears to be the most frequent in the texts in the following graphs:

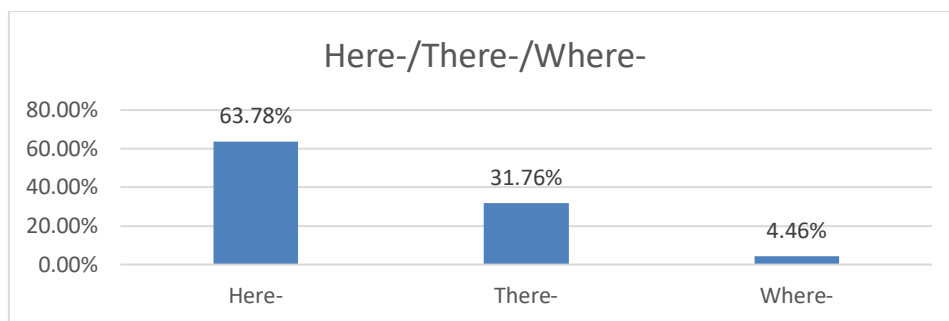


FIGURE 1. Total number of the occurrences of the connectors in the CBCRD in %

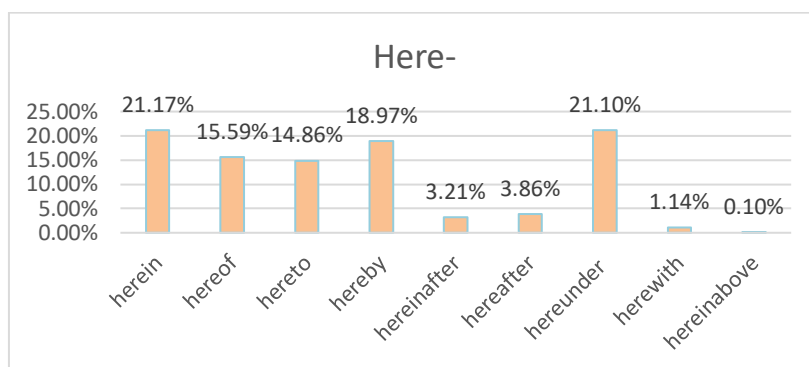


FIGURE 2. Total number of the occurrences of the *here-* connectors in the CBCRD in %

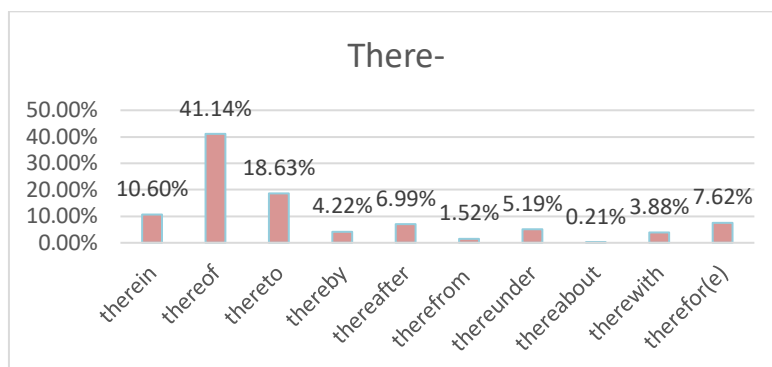


FIGURE 3. Total number of the occurrences of the *there-* connectors in the CBCRD in %

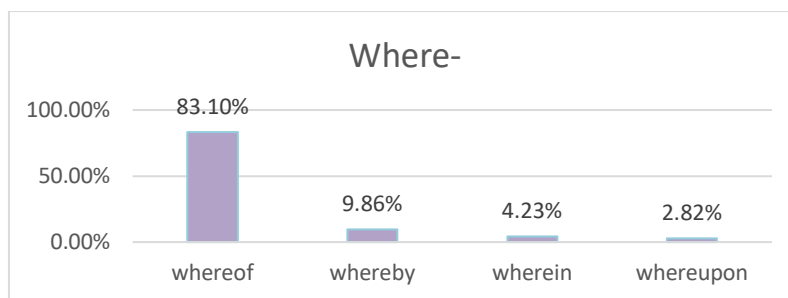


FIGURE 4. Total number of the occurrences of the *where-* connectors in the CBCRD in %

Qualitative Analysis

Having conducted the quantitative part of the study, I proceeded to perform the qualitative analysis.

Firstly, I analysed the selected connectors in their contextual environments, approaching four native British English jurilinguists teaching legal English in Belgium, Italy, and France to clarify my observations with them. For instance, they helped me to clarify the meaning of the expression “Now, therefore...” and the meaning of the connector “thereupon”. They also confirmed that there were semantic similarities between “therefore”, “thereupon”, and the *where-* connectors. The jurilinguists helped to identify a semantic difference between the meaning of the connectors “wherein” in example 17, and “therein”, and confirmed the synonymy of “in witness whereof” and “whereby” in examples 16 and 18 respectively. In all the matters considered, all four jurilinguists provided their unanimous opinion.

The key theoretical issue was to understand and explain the semantic links between the connectors based on *here-*, *there-* and *where-*, and “this/these”, “that/those”, and “which” respectively. For this reason, I referred to a number of works representing different linguistic approaches (Halliday & Hasan, 1976; Lapaire & Rotgé, 1996; Lyons, 1997; Lenker, 2010; among others). In terms of corpus linguistics, I combined the corpus-based and corpus-driven approaches to build a picture of the semantics and formation of the connectors. In other words, on the one hand, the analysis of the corpus has confirmed my own hypothesis on the formation of the connectors which I developed while working as a legal translator; on the other hand, the study of the corpus offers a new insight into the semantic and syntactic aspects of the connectors. Thus, the theoretical research and corpus study resulted in the interpretation of the semantics of the connectors that I would like to present in the following sections. Moreover, the results of the quantitative analysis made me think, from a qualitative perspective, about why certain connectors are more common than others.

Finally, it should be noted that both quantitative and qualitative analysis show that the formation and semantics of the connectors do not depend on the British or American variation of legal English. The four jurilinguists previously mentioned confirmed this observation since they work with contracts written by American, British, Australian and Canadian lawyers. However, the differences in frequency in the use of connectors in legal English in different parts of the English-speaking world may be the result of whether or not they have been influenced by the Plain English Movement.

The semantics of the connectors based on *here-*, *there-*, and *where-*

The connectors based on *here-* and *there-* appear to be two sides of the same coin. Hence, I think it will be preferable to analyse them through comparison and contrast. The connectors based on *where-* imply a different logic behind the mechanism of their formation. Therefore, they will be studied separately.

Connectors Based on *here-* and *there-*

Analysis of the *here-* and *there-* base. I would like to begin my analysis of these connectors by citing a good example from CBCRD, in which both connectors on *here-* and *there-* are used:

4. Persons who are not Contracting Parties, including any officer, employee, member, partner or manager signing this Agreement, the Transaction Documents or any certificate delivered in connection **herewith** or **therewith** on behalf of any Contracting Party... shall not have any liability [...] for any claims, obligations, liabilities or causes of action arising out of, or relating in any manner to.

Based on the information provided in the dictionaries, the connector “herewith” corresponds to “with this Agreement” and the connector “therewith” to “the Transaction Documents”. As can be seen, the two connectors represent complex compounds consisting of a base “here” or “there” and a prepositional constituent “with”.

According to Table 2, “herewith” and “therewith” appear to be interchangeable with the nominal demonstratives “this/these” and “that/those”. Apparently, there is a semantic link between the bases of the connectors *here-* and *there-*, and the nominal demonstratives “this/these”, and “that/those” respectively. In this regard, an important fact should be noted. As a rule, in legal documents, the definite article “the” implies “that” and “those” as in example 4: “the Transaction Documents” actually means “those Transaction Documents”, i.e. the ones that have already been mentioned. The semantic connection between the demonstrative adverbs and pronouns is confirmed by the *Online Etymology Dictionary* (n.d.):

Here: Old English her **“in this place, where one puts himself”**, from Proto-Germanic pronomial stem *hi- (from PIE *ki- "this;" see he)

There: Old English þær **“in or at that place, so far as, provided that, in that respect,”** from Proto-Germanic *thær

We can see that “here” and “this” are semantically associated with the area in which the speaker is situated whereas “there” and “that” refer to some other place situated outside the speaker’s area. In this regard, Lapaire & Rotgé (1996, p.45) also point out that “the element *th-* allows the speaker to rely on acquired knowledge and to signal to the co-speaker that they are in the situation of which they have some knowledge”. According to them, *th-* operates as “structural cement”, which invisibly connects all the elements of a text which it governs.

The opposition between “this/these” and “that/those” brings us back to one of the central notions of linguistics, namely, deixis.

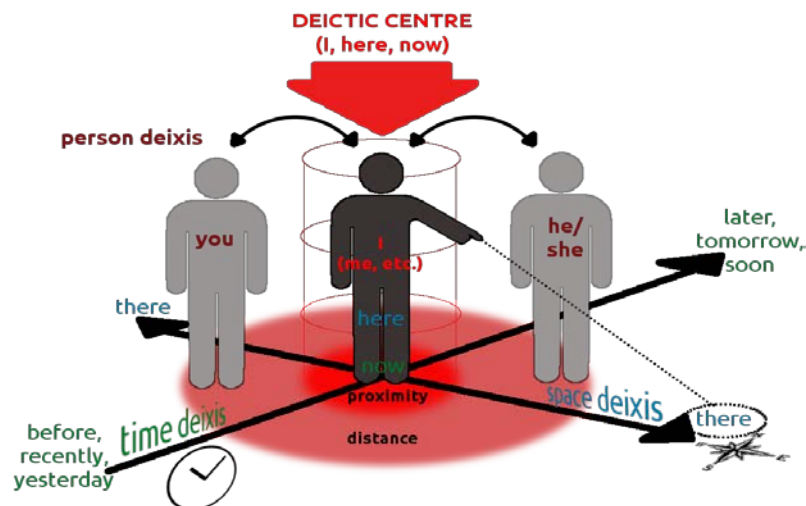


FIGURE 5. Deixis ¹

According to Lyons (1977, p. 377), deixis implies

location and identification of persons, objects, events, processes and activities talked about, or referred to, in relation to the spatio-temporal context created and sustained by the act of utterance and the participation in it, typically, of a single speaker and at least one addressee.

Therefore, “I, here, now, this/these, today” and “He/she, that/those/then, etc.” are defined as deictic expressions. Jakobson (1971, p. 131, citing Jespersen, 1923) calls them “shifters”, specifying that they can be understood by the speaker and their co-speaker(s) in the given situation only if they possess additional information about such a situation.. “Here” and

“this/these” refer to the area in which the deictic centre “I” is situated at the moment of speaking (now). By contrast, “that/those” refer to the area outside the deictic centre. In the course of time, deictic expressions have shifted from spatio-temporal physical reality into text (Lee, 2001; Traugott, 1989).

In terms of cohesion, “this/these” and “that/those” have become demonstrative endophoric references. In spatio-temporal situations, “this/these” and “that/those” serve to refer to the location of a person or an object that is participating in the process, whereas “here” and “there” refer to a place (Halliday & Hasan, 1976, p. 58).

Based on Halliday & Hasan’s (1976) work and on this study, I would like to suggest my ideas concerning the motivated semantic connection between these discourse markers. Halliday & Hasan (1976, p. 57) provide a system of demonstrative references, and consolidate “this/these”, “that/those”, and “here/there” within that scheme (p.57).

According to Halliday & Hasan (1976, p.57), the speaker identifies the referent by locating it on a scale of proximity. Hence, “this/these”, “that/those”, and “here” and “there” can also distinguish the textual deictic centre. Along with “now” and “then”, “here” and “there” are defined as circumstantial adverbial demonstratives.

Secondly, Halliday & Hasan (1976, pp. 60-75) note that “here” and “there” as discourse markers can refer to extended text. Their meaning appears to imply not a place but “in this respect”, or “in that respect” as in the following example (Halliday & Hasan 1976, p.75):

5. “Of course it would be all the better”, said Alice:
“but it wouldn’t be all the better his being punished.”
“You are wrong **there**, at any rate,” said the Queen.

Halliday & Hasan (1976, p. 60) also note that “this/these”, “that/those”, “here”, and “there” often appear to be interchangeable as discourse markers. I suggest that the functions of these demonstrative references are delineated more strictly in spatio-temporal situations, which makes their use more restricted in physical reality. By contrast, text represents an environment in which it is easier to establish a more metaphorical connection between them. In the following examples “this” and “that” could be replaced by “here” and “there” respectively:

6. 1) The appendix of blends presented **in this paper (=here)** (Appendix B) provides the list of 285 blends compiled from the literature on blending [...]
(Smith, 2014, 17)
- 2) a court of general criminal jurisdiction of a State authorized by the law of **that State (=there)** to issue search warrants; or [...]
(18 U.S. Code § 2711. Definitions for chapter).

Finally, “here” and “there”, as a base of the *here-* and *there-* connectors, seem to be good candidates to replace “this/these” and “that/those” since they are capable of making more specific or abstract references within the same referencing frame as in the following examples taken from the CBCRD:

7. Capitalized terms used but not defined **herein** (=in this commitment letter) have the respective meanings given in the Annexes **hereto** (to this commitment letter).
8. Each person depositing Shares pursuant to the Deposit Agreement shall be deemed **thereby** (=by the Deposit Agreement) to represent and warrant that (i) such Shares (and the certificates **therefor** (=for the Deposit Agreement) are duly authorized, validly issued, fully paid, non-assessable, and legally obtained by such person.

In example 7 “herein” can be interpreted as referring to the whole commitment letter or to any provision throughout the text. In example, “thereby” can be interpreted as referring to the Deposit Agreement as a whole.

However, such a wide referencing frame can appear to be a serious inconvenience rather than an advantage. Ken Adams mentions the American case of *Bayerische Landesbank, New York Branch v. Aladdin Capital Mgmt. LLC* (USCA2, 2012), in which the use of “herein” in one of the clauses led the parties to appeal to court. The contract clause said:

29. This Agreement is made solely for the benefit of the Issuers and the Portfolio Manager, their successors and assigns, and no other person shall have any right, benefit or interest under or because of this Agreement, except as otherwise specifically provided **herein**. The Swap Counterparty shall be an intended third party beneficiary of this Agreement.

Aladdin argued that “herein” referred only to section 29 whereas Bayerische Landesbank claims that the connector implies the contract as a whole. In order to anticipate ambiguity, the connector “hereinafter” meaning “in the following part of this written document” can be used as a solution at least to some of these cases.

Another particularity of “here” and “there” is that they can make temporal references. They can replace “now” and “then” as in the following examples from the CBCRD:

9. As additional collateral, Debtor assigns to Secured Party, a security interest in all of its right, title, and interest to any trademarks, trade names, and contract rights which Debtor now has or **hereafter** acquires.
10. Customer agrees not to hire, retain or seek to retain any current and/or former employee, consultant, agent or other personnel of works during the term specified in the Description of Services and for a period of one year **thereafter**.

It should also be noted that, like “this/these”, and “that/those”, the connectors based on *here-* and *there-* are generally anaphoric, at least in most of the examples taken from the CBCRD. However, there are cases in which the use of the connectors can be defined as exophoric. This is notably the case concerning the connectors based on *here-* as in the following example from Tenant Letting Check (n.d.):

11. I **hereby** (=by this consent) confirm that the information provided by me on my tenancy application form regarding my employment details is to the best of my knowledge true.

In this example “hereby” implies “by this consent”. A (legal) drafter does not have to mention the referent of the connector anywhere throughout the text to make the reader understand as to which words “hereby” refers. Therefore, it is possible to use exophorically a connector based on *here-*, whereas the use of a *there-* connector requires its referent to be mentioned previously.

To conclude, we can see that the connectors on *here-* refer to the textual deictic centre which can generally be defined as “this document” (e.g. this Agreement), i.e. as the given document in which the speaker-drafter is situated. By contrast, the connectors on *there-* refer to an element outside the deictic centre but mentioned in “this document”.

Prepositional element of the connectors based on *here-* and *there-*. Now it is necessary to study the prepositional element of the connectors of which they consist. In contrast to the changeless base of the connectors, the prepositional constituent is variable: **hereto**, **therein**, **hereby**, **thereof**, etc... Therefore, if I paraphrase the connectors in the examples below, taken from the CBCRD, I will obtain the following decoding:

12. If any one or more of the provisions of this Termination Agreement is held to be invalid or unenforceable by any court of competent jurisdiction from which no appeal can be or is taken, [...] and shall not serve to invalidate any remaining provisions **hereof** (=of this Termination Agreement).
13. Notice to this meeting as to the date, time, place and purpose was waived by all persons entitled **thereto** (to the (=that) notice).

By means of the paraphrases provided, it can be seen that the prepositional constituent of the connectors performs a semantico-pragmatic function. The selection of a preposition adjoining a connector’s base depends on the lexico-grammatical configuration between the referent of the connector and the word or the group of words preceding the connector which substitutes its referent. More precisely, the base *here-* or *there-* takes the preposition that links

the referent of the connector and a noun/noun phrase or a verb/verbal phrase semantically related to the referent of the connector.

Hence, the prepositional constituent allows the reader to identify the pragmatic and semantic links between three elements: 1) the connector's referent; 2) the connector as such; 3) the word or the group of words preceding such a connector.

In example 12 "this Termination Agreement" is a referent of "hereof" which it substitutes. "A part" forms with "this Termination Agreement" a meaningful word combination through the preposition "of" in "a part of this Termination Agreement". Consequently, the preposition "of" adjoins the base "here" of the connector "hereof" substituting "this Termination Agreement". In example 13, the preposition "to" is required by the semantics of "entitled". Hence, "to" adjoins the base *there-*.

Thus, we can see that the prepositional constituent is dependent on and textually linked to the three elements mentioned above. However, there are cases in which the preposition is connected with a connector in a more abstract manner as in example 11 or in the following examples taken from the CBCRD:

14. This Confidentiality and Non-Disclosure Agreement (this "Agreement") is entered into by and between [...] (**hereinafter** referred to as "First Party")...
15. **NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants contained herein, the Parties, intending to be legally bound, agree as follows...

In example 11 the exophoric "hereby" is not grammatically linked to its referent "this consent" nor "by virtue of this consent". The connection between them is deduced pragmatically only, in particular the required preposition "by" to be adjoined to the base *here-*. Although the referent "this Agreement" is previously mentioned in example 14, the connector is not syntactically linked to it. Like "hereby" in example 11, "hereinafter" functions rather as an independent circumstantial adverb. In example 15 "now, therefore" represents a fixed idiomatic expression and resembles a conjunction. It refers to the antecedent not through a particular word/group of words but as a logical consequence pragmatically deduced from what is previously stated. In this respect, "therefore" functions as a non-deictic marker which is not linked to any specific deictic centre. Sometimes, lawyers use "therefor" to express "for that reason", "because of that" and distinguish this sense from "therefore" meaning "in consideration of the foregoing". However, such occurrences are rather an exception than the norm in the case of the *here-* and *there-* connectors.

For practical reasons, a table providing the results of the linguistic analysis of connectors can be presented in the following manner:

TABLE 3.
Formation of the *here-* and *there-* connectors

Connectors on here = this respect	Connectors on there = that respect
Connectors on <i>here</i> – refers to <u>the deictic centre</u> : this document, this period of time (now), etc...	Connectors on <i>there</i> - refers to <u>the elements outside the deictic centre, mentioned in such a document</u>
Deictic centre: under this Agreement, in this contract, to this document, now or in the future , etc...	Elements outside the deictic centre: in the (=those) Transaction Documents, by the (=that) agreement of 20 May 2009, a term mentioned in that document and after that term , etc...
here + preposition	there + preposition
under this... – hereunder, in this... – herein, to this...- hereto, now and in the future – now or in the future – now or hereafter.	in the (=those).. – therein, by the (=that)... - thereby, a term...and after that term – thereafter.
No need to mention the deictic centre (this Agreement, this contract, this document, etc...) in order to use any of the <i>here-</i> connectors	The element to which any of the <i>there-</i> connectors refers must be previously mentioned.

As a case study, I will return to example 4 to interpret the mechanism of the formation of the connectors. This is to illustrate how legal drafters or translators can use the connectors in order to avoid unnecessary repetitions throughout the text:

- Persons who are not Contracting Parties, including any officer, employee, member, partner or manager signing this Agreement, the Transaction Documents or any certificate delivered in connection **herewith (=with this Agreement)** or **therewith (=with the(=those) Transaction Documents)** on behalf of any Contracting Party... shall not have any liability [...] for any claims, obligations, liabilities or causes of action arising out of, or relating in any manner to.

In example 4 we can see that the referent of “herewith” is “this Agreement” whereas “therewith” refers to “the (=those) Transaction Documents”. In order to replace “this Agreement” with a connector, we have to select the base *here-* since its referent “this Agreement” appears to be the deictic textual centre. By contrast, in order to replace “the=those

Transaction Documents” with a connector, we have to select the base “there” since its referent “the=those Transaction Documents” is implied outside the deictic central area in this text. “In connection” forms meaningful word combinations with “this Agreement” and “the=those Transaction Documents” through the preposition “with”. It adjoins the base *here-* and *there-* of the connectors substituted for their referents “this Agreement” and “the=those Transaction Documents” respectively.

In conclusion, it should be noted that the connectors based on *here-* and *there-*, as cohesive tools, combine the properties of reference and substitution. They establish a semantic and textual link with their referents, for which they are substituted.

Connectors Based on *where-*

Analysis of the *where-* base. I will start my analysis by providing a number of examples from the CBCRD containing different forms of the *where-* connectors:

16. IN WITNESS **WHEREOF**, the parties to this Agreement, acting through their Authorized Officials, have caused this Agreement to be signed in their respective names as of the date first above written.
17. The second type of agreement is signed after a dispute has arisen, **wherein** the parties agree that the dispute should be resolved by arbitration.
18. **Whereby** it is agreed as follows...

According to the information provided in Table 2, the base *where-* of the connectors is semantically interrelated with the relative pronoun “which”. As is well known, “which” can refer both to the preceding word or the group of words, as in example 19, and to the whole of the previous clause, as in example 20 below:

19. Did you see **the letter** —————> **which** came today? (Swan, 2005, p.477).
20. **He got married again a year later**, **which** surprised everybody (Swan, 2005, p. 479).

If I paraphrase the connectors on *where-* in these examples provided previously with “preposition + which”, I will obtain the following:

- 16’ **IN WITNESS OF WHICH**, the Parties caused this Amendment Agreement to be signed on the date first above written.
- 17’ The second type of agreement is signed after a dispute has arisen, **in which** the parties agree that the dispute should be resolved by arbitration.
- 18’ **By which** it is agreed as follows...

Based on these paraphrases, it can be deduced that “which”, in all cases, refers to the whole of the previous clause or to a segment of the text which is more than a specific word or a group of words.

The *Online Etymology Dictionary* (n.d.) as well as other sources do not point out any direct semantic links or common proto-origins for “which” and “where”. However, Swan (2005, p. 479) notes that “when” and “where” introducing relative clauses and referring to time and place can be interchangeable with “preposition+which” as in the following example (Swan, 2005, p. 479):

21. Do you know a shop **where** I can find sandals (=...a shop **at which**...)

Lapaire & Rotgé (1996, p. 230) note that relative pronouns, notably “which”, establish a relationship between two entities that they connect. According to them, “which”, as a discourse marker, connects the antecedent with the clause that such a clause characterises or comments. In this case, “which” conveys addition information on the antecedent and does not perform the defining or identifying function as in other cases of its use.

Although there are no direct indications of the semantic connections between “where” and “which”, Lapaire and Rotgé shed some light on the constituent *wh-* comparing it with *th-*. They claim that *wh-* enables “where” and “which” to be more emphatic, explanatory and dissociative than “that”. With *wh-* in “which” and “where”, there is more semantic room left between the antecedent and the relative clause, as well as inside the relative clause between all its elements.

In contrast to spatio-temporal physical situations, in text, “where” and “which” become interchangeable more easily as in the following example from a forum discussion at WordReference.com (2012):

22. Is there a particular context **in which** (=where) you would like to explore the differences between these words?

In examples 16, 17, 18, 20, 22, “which” and “where” represent another cohesive tool, i.e. conjunction. It syntactically links words or larger constituents, and expresses a semantic relationship between them. Halliday and Hasan (1976, p. 226) note that reference implies semantic dependence between the elements within the referencing frame, whereas substitution reveals textual and grammatical dependence between the elements. Moreover, both reference and substitution require the availability of an appropriate word or a group of words as a referent in text. Conjunction implies more general and independent semantic relations between the conjuncts.

Based on Lapaire and Rotgé’s observation on *wh-*, I suggest that this constituent allows “where” and “which” to reveal more general semantic relations between the conjuncts.

Hence, “where” appears to be a good candidate to replace “which” as a base of the connectors in text for four reasons. Firstly, according to linguists and grammarians, “where” and “which” are interchangeable both in situational and textual environments. Secondly, in text, they are capable of linking the clause with its antecedent. Thirdly, “where” allows one to transparently show the backward linking between the clause and its antecedent. Finally, both “where” and “which” imply a more general semantic relation between the conjuncts. In this regard, another observation should be mentioned. Like the connectors based on *here-* and *there-*, *where-* connectors also imply “in respect of”. However, the connectors on *where-* do not distinguish between “in this respect” and “in that respect”. For this reason, the referencing frame of *here-* and *there-* is more precise and specific than the linking frame of “where” which appears to be more general.

Prepositional element of the connectors based on *where-*. Unlike with the *here-* and *there-* connectors, the prepositional constituent of the connectors based on *where-* seems to be less conditional and dependent. Hasan & Halliday note that conjunctive elements express certain meanings which only presuppose the presence of other components in text. Therefore, there are generally no specific words or groups of words in the clause and antecedent which allow one to connect them semantically or grammatically. The link between them is rather deductive and conventional. In other words, in the case of *here-* and *there-* the reader needs the preposition to identify the semantic configuration between the referent of the connector, the connector as such, and the word or the group of words preceding the connector. In the case of *where-* connectors, the reader identifies the link between the antecedent and the clause mostly by deduction, without being specifically based on the prepositional constituent of the connector.

However, as noted by Halliday & Hasan (1976, p. 227), conjunction implies a semantic relation different from that evoked by reference. Reference provides a search instruction to the reader whereas conjunction shows “a specification of the way in which what is to follow is systematically connected to what has gone before”. Thus, it is the prepositional constituent of the *where-* connectors that is aimed at providing such a specification. Nevertheless, there are the cases in which the prepositional constituent directly depends on the word or the group of words preceding the connector as in “in witness whereof”. Unlike with the *here-* and *there-* connectors, it is rather an exception than the norm. In this respect, I suggest that, in most cases, the preposition in the *where-* adjoins the *where-* base as a residual trace of “preposition + which” rather than a dependent element functioning as a textual identifier.

The results of the linguistic study of the connectors can be presented in the following scheme:

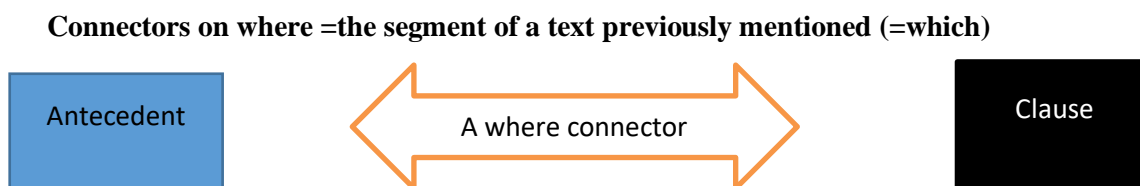


FIGURE 6. Representation of the *where*- connectors

TABLE 4.

Formation of the *where*- connectors

In witness of the above mentioned (=of which), by the way above mentioned (=by which), in the respect previously mentioned (=in which), etc.

Where- + preposition
In witness of which - in witness whereof, by which – whereby, in which - wherein, etc.

Now, I would like to return to the three examples cited previously in order to illustrate the formation of the *where*- connectors while translating or writing a legal document in English:

16. **IN WITNESS WHEREOF (=IN WITNESS OF WHICH)**, the Parties caused this Amendment Agreement to be signed on the date first above written.
17. The second type of agreement is signed after a dispute has arisen, **wherein (=in which)** the parties agree that the dispute should be resolved by arbitration. This is sometimes called a submission agreement. Both agreements are legally binding contracts between the parties...
18. **Whereby (=by which)** it is agreed as follows...

I have chosen these examples in order to show how the role of the prepositional constituent of the *where*- connectors is gradually becoming more abstract and general. Replacing “which” with “where” enables one to preserve a conjunctive link between the clause and its antecedent. This link reveals a backward abstract semantic relation between the conjuncts, which is deduced rather than identified by the reader. In example 16 the preposition “of” adjoined to the base *where*- is determined by the semantic configuration between “in witness” and “which”. It is “of” that enables them to form a meaningful word combination. Interestingly, in example 17 “wherein” seems to have as a particular referent “the second type of agreement”. In this case, “wherein” is supposed to operate as a connector based on *here*- or *there*-. However, by

comparing the preposition “in” adjoined to “wherein” and, for example, “therein” in place of “wherein”, the interviewed lawyers tend to attribute a more specific interpretation to “therein”, according to which the preposition “in” refers rather to the “second type of agreement”. By contrast, according to them, “wherein” has a wide sense, or more precisely, a dual one. In other words, the preposition “in” refers either to “the second type of agreement” or rather to a sequence of the legal events: the arising of a dispute and the signing of the second type of agreement with any other consequences occurring in between. Once again, it could be supposed that “wherein” has such a property due to *wh-* that provides more semantic room to “which” and “where” so that they can refer both to a specific word and to a group of words.

In example 18 the use of “by” is determined by what was previously stated in a rather abstract manner. The preposition “by” connects the following clause with its antecedent rather conventionally than concretely.

However, I think that it would be more appropriate to define the *where-* connectors as coordinating conjunctives due to the backward localization property of *where-* as well as the guiding function of the preposition.

In addition, it should be noted that certain lawyers would like to see “whereas” in this study since they associate it with the *where-* connectors. Strictly speaking, this marker does not have the same morphology as the other connectors on *where-*. It is formed by joining the *where-* base with the conjunction “as”, not with a preposition. Moreover, it has different discourse functions in legal texts.

To conclude, it should be noted that there are the cases in which the *here-* and *there-* connectors can function as conjunctions rather than reference. Example 15 clearly illustrates this. Based on the observation of Halliday & Hasan (1976, p. 232), I suggest that a more abstract conjunctive link may be expressed by “therefore”. The more precise referencing frame implied by this connector appears to be capable of being extended to a more general meaning of conjunction. However, on the contrary, it is rather an exception for a *where-* connector to have a specific referent, like in example 17. In case of *where-* connectors, we have seen that a more general meaning may be constricted to a more specific meaning, though providing more semantic room for interpretation.

Conclusion

In this paper, I have attempted to shed more light on the connectors based on *here-*, *there-* and *where-*. From a general linguistic perspective, the study of the connectors helps to show the evolution they have experienced over time. They have faded away from most contexts to become specific cohesion tools in the legal context.

In terms of applied linguistics and translation, this study contributes to the systematisation of the knowledge of the logic of the formation of the connectors as well as of their use in legal texts. This study focuses on the fact that connectors based on *here-* and *there-* are semantically linked to the demonstrative references “this/these” and “that/those”. The use of these connectors is related to the notion of *deixis*, revealing the opposition between “this/these”, and “that/those”. The base of the connectors *here-* or *there-* signals whether the referent of a connector specifies the deictic centre or not, which can metaphorically be defined as the difference between “this respect” and “that respect”. The prepositional constituent of the connectors helps to identify a semantic and pragmatic link between the referent of the connector, the connector as such, and the word or the group of words preceding the connector substituting for its referent. Hence, these connectors combine the properties of reference and substitution.

The analysis of the connectors based on *where-* reveals the interrelation between the conjunctive “where” and “which”. This study shows that the *where-* connectors relate the clause to its antecedent in a more abstract and general manner than those based on *here-* and *there-*. The prepositional constituent in these connectors is less dependent on the semantic configuration linking the conjuncts, unlike the preposition adjoining the *here-* and *there-* connectors.

Certain lawyers would say that the connectors still exist in legal contexts only because professionals are blindly copying a style of writing that has been perpetuated over time. From a legal point of view, it can be supposed that lawyers are not ready to abandon a set of elements of the style that has been tested and proven to be reliable over a long period of time. From a linguistic perspective, in her study, Lenker (2010) provides a long and exhaustive list of the connectors which has dramatically shrunk in recent decades. As a rule, language evolution does not occur in a random way or based on a tradition of use. If any linguistic forms or units survive in a language, a certain motivation lies behind this process. Moreover, as many studies reveal (Traugott 2002, 2005; Heine, 2002, 2006), languages appear to be selective and economical. As previously mentioned, the quantitative part of this study shows that the connectors based on *here-* have the greatest number of occurrences (63,76%), whereas the connectors based on

there- and *where-* represent 31,76% and 4,46% in the corpus respectively. From a linguistic point of view, it can be supposed that the *here-* connectors still appear to be useful and precise as a concise deictic self-reference. In other words, they enable one to avoid repeating the deictic centre, which is “this document”, ensuring that reader will always cognitively associate a *here-* connector with such a deictic centre as a whole. By contrast, *there-* connectors make the reader cognitively build a more complex connection between such a connector and its referent as a textual element outside the deictic centre. Finally, it can be suggested that *where-* connectors seem to be least functional since they usually provide a more abstract connection between text elements, often identified by deduction.

In this respect, it should be noted that the connectors can be considered to be practical and concise textual tools only if one clearly and properly understands how they operate in a legal text. However, in terms of precision, based on this study and related investigations, I would suggest that the ability of connectors to refer both to the whole text and to a particular element in it can be seen as their advantage and disadvantage. Providing a flexible referencing frame, such an ability may lead, as we have previously seen, to ambiguity and doubts about what their exact referent is.

This study was based on a corpus of legal contractual documents (700,000 words), mostly taken from an American database providing contracts and agreements between large companies in the field of commercial and corporate law. The remaining part of the corpus represents legal documents written by UK lawyers. The analysis as well as the information provided by the interviewed jurilinguists confirm that the formation and semantics of the connectors mentioned above do not depend on the variations of legal English.

In terms of future research, a comparative analysis, as the second step of this study, might be conducted on the basis of a larger corpus comprised of various legal documents. This would help us understand whether the frequency of the occurrence of connectors depends on types of documents or not. Moreover, it would be interesting to compare the frequency of the use of the connectors through different English-speaking jurisdictions.

Endnote

¹«Deixis» by Wesn — Personal work under license Creative Commons Attribution-Share Alike 3.0 via Wikimedia Commons - <http://commons.wikimedia.org/wiki/File:Deixis.png#mediaviewer/File:Deixis.png>

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Appendix
Corpus of Business Contracts and Related Documents (“CBCRD”)

**Part I: Business Contracts and Related Documents taken from the database Onecle,
American English**

Name of documents	Number of words
Accession Agreement - China Linong International Ltd., Sequoia Capital China Growth Partners Fund I LP, Sequoia Capital China GF Principals Fund I LP, Made in China Ltd., China Linong International Ltd., Land V. Group Ltd., Land V. Ltd. and Hong Kong Linong Ltd. (Jul 22, 2008)	3,239
Administration Agreement - Zipcar Vehicle Financing LLC, Zipcar Inc. and Deutsche Bank Trust Company Americas (May 11, 2011)	5,073
Administration and Marketing Services Agreement - Garcia Baldwin Inc. d/b/a Market Vision and Inmark Services Inc. (Apr 1, 2002)	2,472
Administrative Services Agreement - Scorpio Tankers Inc. and Liberty Holding Co. Ltd. (2010)	8,135
Administrative Services Agreement - United Online Inc. and Classmates Media Corp. (2007)	8,056
Agency Agreement (Exclusive Sales) - Weibo Internet Technology (China) Co. Ltd. and Beijing Weimeng Technology Co. Ltd. (Oct 11, 2010)	2,622
Collateral Agency Agreement - Solyndra Fab 2 LLC, Solyndra Inc., US Bank NA and US Department of Energy (Sep 2, 2009)	10,753
Allocation Agreement - Solyndra Inc. and Argonaut Ventures I LLC (Mar 25, 2008)	6,686
Allocation Agreement - APP Pharmaceuticals Inc., APP Pharmaceuticals LLC, New Abraxis Inc. and Abraxis BioScience LLC (Nov 13, 2007)	9,471
Arbitration Agreement - Secure Computing Corp. and Mary K. Budge (Feb 1, 2005)	1,926
Arbitration Agreement - Macrovision Corp. and Steven Weinstein (Feb 15, 2004)	3,558
Assignment Agreement - Motorola Inc. and Motorola Mobility Inc. (Jul 31, 2010)	4,424

Assignment Agreement - EnerJex Kansas Inc., DD Energy Inc. and Texas Capital Bank NA (Jul 2008)	13,729
Asset Purchase Agreement - Retrophin Inc. and Manchester Pharmaceuticals LLC (Feb 12, 2015)	15,571
Asset Purchase Agreement - LSI Corp. and NetApp Inc. (Mar 9, 2011)	34,825
Bankruptcy Agreement - Borders Group Inc. (Nov 10, 2011)	20,525
Bankruptcy Agreement - Delphi Corp., GM Components Holdings LLC, General Motors Co., Motors Liquidation Co. and DIP Holdco 3 LLC (Jul 26, 2009)	56,015
Commitment Letter - Valeant Pharmaceuticals International Inc., Goldman Sachs Bank USA and Goldman Sachs Lending Partners LLC (May 24, 2013)	12,267
Commitment Letter - JinkoSolar Holding Co. Ltd., Paker Technology Ltd. and Jiangxi Jinko Solar Co. Ltd. (Dec 11, 2008)	754,0
Concession Contract - Border's Parking SRL and MercadoLibre SA (Feb 7, 2007)	7,113
Concession Contract - Macau Special Administrative Region and Galaxy Casino Co. Ltd. (Jun 26, 2002)	20,078
Confidentiality Agreement - 3PAR Inc. and Dell Inc. (Jul 17, 2010)	2,203
Development and Manufacturing Agreement - Plantronics BV and GoerTek Inc. (Oct 15, 2011)	10,984
Equity Funding Agreement - Solyndra Inc., Solyndra Fab 2 LLC, US Department of Energy and US Bank NA (Sep 2, 2009)	7,106
Facility Agreement - Qlik Technologies Inc. and Stiftelsen Industrifonden (Jun 16, 2008)	6,087
Facility Agreement - PBL Entertainment (Macau) Ltd. and Bank of America NA (Sep 4, 2006)	33,000
Framework Agreement [Amendment No. 2] - Alibaba Group Holding Ltd., SoftBank Corp. and Yahoo! Inc. (May 3, 2014)	9,045
Framework Agreement - GlobalInformService, International Business Machines Corp. and Infineon Technologies AG (Aug 8, 2007)	11,75
Franchise Agreement - Buffalo Wild Wings International Inc. (2006)	35,057
Franchise Agreement - El Pollo Loco Inc. (Mar 2, 2004)	37,376

Gas Purchase Contract - Approach Operating LP and Belvan Partners LP (Jun 1, 2006)	5,721
Base Convertible Bond Hedge Transaction Confirmation - MF Global Holdings Ltd. and JP Morgan Chase Bank NA (Jul 28, 2011)	11,279
Insurance Services Framework Agreement - Norwich Union Customer Services (Singapore) Pte Ltd. and ExlService Holdings Inc. (Aug 26, 2004)	16,444
Insurance Allocation Agreement - Northrop Grumman Space & Mission Systems Corp. and TRW Automotive Acquisition Corp. (Feb 28, 2003)	4,944
Interest Transfer Agreement - Hebei Jinglong Industry and Commerce Group Co. Ltd., Australia Solar Energy Development Pty Ltd., Australia PV Science & Engineering Co. and JA Development Co. Ltd. (Jul 10, 2006)	5,303
Interest Transfer Agreement - ACF Industries Holding Corp. and American Railcar Industries Inc. (Jun 30, 2005)	3,881
Lease (Hotel) Agreement- Hard Rock Cafe International (STP) Inc. and Melco Hotels and Resorts (Macau) Ltd. (Jan 22, 2007)	7,799
License and Commercialization Agreement - Otonomy Inc. and DURECT Corp. (Apr 30, 2013)	10,294
Liquidating Trust Agreement - AFG Investment Trust D, AFG ASIT Corp. and Wilmington Trust Co. (Dec 31, 2004)	14,469
Management Agreement for Grand Hyatt Macau - Melco Crown COD (GH) Hotel Ltd. and Hyatt of Macau Ltd. (Aug 30, 2008)	27,835
Management Services Agreement - Soda Club Enterprises NV and Fortissimo Capital Fund GP LP (Mar 26, 2007)	1,417
Master Development and Supply Agreement - Apple Inc. and GTAT Corp. (Oct 31, 2013)	11,859
Novation Agreement - Lifehealth Ltd., Cambridge Laboratories Ltd. and Biovail Laboratories International (Barbados) SRL (Jun 19, 2009)	7,474
Operating Agreement - Shengyuan Nutritional Food Co. Ltd. and Beijing Shengyuan Huimin Technology Service Co. Ltd. (Jul 20, 2008)	1,928
Partnership Agreement- Ashford Hospitality LP (May 7, 2007)	35,977
Pledge Agreement - Coupons.com Inc. and Wells Fargo Bank NA (Sep 30, 2013)	4,353

Purchase Agreement - Equinox Nutraceuticals and Stacked Digital LLC (Jan 21, 2013)	1,289
Purchase Agreement - The Gillette Co. and A123 Systems Inc. (Nov 17, 2008)	7,968
Research Agreement - St. Jude Children's Research Hospital and Retrophin Inc. (Oct 1, 2013)	4,997
Research Agreement - University of North Dakota Energy and Environmental Research Center and Advanced Biomass Gasification Technologies Inc. (May 24, 2006)	2,774
Security Agreement - Beyond Meat Inc. and Ocean II PLO LLC (Sep 19, 2018)	23,960
Security Agreement - SendGrid Inc. and Square 1 Bank (Jun 27, 2013)	15,673
Sublicense Agreement [Amendment No. 4] - Ligand Pharmaceuticals Inc., Pharmacopeia LLC and Retrophin Inc. (Sep 17, 2015)	1,680
Supply Agreement - Roquette America Inc. and Beyond Meat Inc. (Jan 1, 2019)	4,542
Supply Agreement - Annie's Homegrown Inc. (Nov 1, 2011)	6,410
Tax Matters Agreement - ARAMARK Holdings Corp., GrubHub Holdings Inc. and Seamless Holdings Corp. (May 19, 2013)	3,458
Tax Sharing Agreement - United Online Inc. and Classmates Media Corp. (2007)	12,190
Termination Agreement - KaloBios Pharmaceuticals Inc. and Sanofi Pasteur SA (Jul 24, 2014)	9,489
Voting Agreement - Spotify Technology SA, MH1 LLC and DGE Investments Ltd. (Feb 2, 2017)	2,524
Voting and Lock-Up Agreement - Michael Kors Holdings Ltd. (Jul 11, 2011)	5,587
Warrant to Purchase Common Stock - Savage River Inc. and Silicon Valley Bank (Apr 5, 2019)	5,215
Warrant Exchange Agreements - Tudou Holdings Ltd. and StarCloud Media Co. Ltd. (Sep 21, 2010)	7,787

Total Number of Words
675,845

Part II: Business Contracts and Related Documents taken from my own collection of legal documents both in electronic and printed forms

Name of documents	Number of words
Affidavit for Wagnerford Holdings Limited (July 4, 2006), printed, British English	207
Articles of Incorporation of Real Estate Finance S.A. (August 4, 2009), printed, British English	4,512
Certificate of Good Standing of Carroll Management Capital Inc. (July 18, 2011), printed, British English	201
Confidentiality Agreement (November 7, 2012), printed, American English	1,304
Confidentiality and Non-Disclosure Agreement – Cubik, 2009 Nov 3, 2009, in electronic format, British English	2,245
Framework Director’s Certificate for Stroll Enterprises Ltd. (March 12, 2008), printed, British English	588
Framework Service Agreement – The Regents of the University of California on behalf of the University of California, San Diego (August 12, 2012), in electronic format, American English	3,564
Framework Service Agreement, printed, British English	765
Memorandum of Association of Blazer Capital Inc. (June 4, 2009), printed, British English	6,764
Memorandum of Association of Wagnerford Holdings Limited (June 4, 2009), printed, British English	8,808
Minutes of Meetings – Carrol, 2011, printed, British English	308
Non-Disclosure Agreement – Celtic Plus (May 25, 2010), printed, British English	1,430
Registered Agent’s Certificate of Incumbency for Morgan & Morgan Trust Corporation Limited (July 11, 2006), printed, British English	378
Security Agreement - Richard Appleby Design Ltd and Richard J. Cross	319
Total Number of Words	31,393
Total Number of Words of the full (combined) corpus	707,238.