Al-Farabi Kazakh National University

UDC 811.111’42 (043)

TOXANBAYEVA RAKHIYA KUANTKANOVNA

Linguo-Semantic and Cognitive Characteristics of Legal Discourse: on the Materials of the English Language

8D02306 – Foreign Philology

A dissertation submitted for
the degree of Doctor of Philosophy (PhD)

Scientific supervisor:
PhD K.K.Kenzhekanova

Foreign scientific supervisor:
Doctor, professor
Anastassia Zabrodskaja,
Tallinn, Estonia

Republic of Kazakhstan
Almaty, 2025

CONTENTS

DEFINITIONS

Act – Criminal Justice Act 2003, Employment Rights Act 1996, Consumer Rights Act 2015.

Ambiguity – a feature of language where a term or phrase has more than one meaning, potentially leading to multiple interpretations.

Legal Concept - a basic unit of legal thinking that represents an abstract legal idea such as *contract*, *ownership*, *liability*, or *justice*, which helps structure legal norms, guide judicial reasoning, and ensure coherence in the interpretation and application of laws.

Discourse – language in use as a social practice, intrinsically linked to context, power, and institutional functions, influenced by various communicative, cognitive and other extralinguistic factors.

Legal Discourse – an institutional form of communication characterized by unique linguistic features, communicative goals, and participant roles, serving to constitute realities. It is a specialized use of language within legal contexts, encompassing the written and spoken forms of communication used by legal professionals, institutions, and systems. It includes statutes, contracts, court decisions, legal arguments, and procedural language, characterized by formal structure, precision, and a high degree of conventionalization.

Legal language – the specialized language used in legal settings, including statutes, court decisions, and legal practice.

Common Law system – a legal system based on judicial precedent rather than solely on written codes. Common law develops through the decisions of courts and is characteristic of countries such as the UK, the USA, and others influenced by British legal tradition.

Institutional discourse – a structured use of language within formal institutions such as courts, governments, educational systems, media, and healthcare settings. It is characterized by role-based communication, adherence to established norms, and the pursuit of specific institutional goals

Legal indeterminacy – legal indeterminacy is the idea that laws do not always yield a single, clear answer in all cases, due to vagueness, conflicting rules, or interpretive flexibility.

Polysemy – the coexistence of many possible meanings for a word or phrase within a single linguistic form.

Statute – a written law enacted by a legislative body. It sets out legal rules and often uses both technical and ordinary language to define rights and obligations.

Statutory interpretation – the process by which courts determine the meaning and application of legislation. Since statutes are written in language that can be vague, ambiguous, or open to multiple interpretations, judges must interpret the text to resolve legal disputes and apply the law to specific cases.

Ejusdem generis – a Latin legal principle meaning “of the same kind”. It is a rule of statutory interpretation stating that when general words follow specific ones, the general words are limited to the same type as the specific ones.

Vagueness – the quality of words or expressions that lack precise boundaries, allowing for interpretive flexibility.
Term of art – specialized legal expression with fixed, precise meanings understood within the legal profession, often differing from their everyday usage.
Legalese – technical, and often complex style of language traditionally used in legal writing and speech. It is characterized by specialized vocabulary, long and intricate sentence structures, passive voice, and archaic expressions.
Catch- all – inclusion of only items similar to those previously listed
Residual category – is a broad category used to classify items, behaviors, or phenomena that do not conform to more specific or conventional categories. It often reflects the limits of a classification system.
Semantic Vagueness – when a word or phrase has unclear boundaries of meaning, making its interpretation dependent on context or judgment.
Pragmatic vagueness – imprecision in language that arises not from the words themselves, but from the way they are used in context.
Frame semantics – a theory developed by Charles Fillmore that explains how word meanings are understood in relation to conceptual structures or "frames" – mental representations of typical situations or experiences.

ABBREVIATIONS

CDA – Critical Discourse Analysis
CRA – Consumer Rights Act
CJA – Criminal Justice Act
ERA – Employment Rights Act
CPR – Civil Procedure Rules

NORMATIVE REFERENCES

This dissertation includes references to the following legal standards:

1. The Criminal Justice Act 2003 (United Kingdom);
2. The Employment Rights Act 1996 (United Kingdom);
3. The Consumer Rights Act 2015 (United Kingdom);
4. The Civil Code of the Republic of Kazakhstan (General Part dated December 27, 1994, No. 268-XIII; Special Part dated July 1, 1999, No. 409-I)
5. The Criminal Procedure Code of the Republic of Kazakhstan, dated July 4, 2014, No. 231-V ZRK;
6. The Labor Code of the Republic of Kazakhstan, dated November 23, 2015, No. 414-V ZRK;

INTRODUCTION

General description of the work. In today's rapidly evolving legal landscape, the study of legal discourse has gained renewed relevance across disciplines. Legal language, with its complex structures, specialized vocabulary, and interpretive nature, plays a critical role in shaping legal outcomes and influencing public understanding of justice. While many aspects of legal texts have been explored, ranging from terminology to stylistic features, much of this research remains fragmented, often limited to isolated linguistic or doctrinal analysis. There is still a pressing need for comprehensive, interdisciplinary approaches that examine legal discourse as a dynamic, context-sensitive phenomenon that reflects broader social, cognitive, and communicative patterns.

Language lies at the heart of law. Legal concepts are not only communicated through language; they are constructed, interpreted, and enacted by it. This study explores the nature and function of legal discourse in English with a particular focus on how vagueness and polysemy influence legal meaning and interpretation. Legal language, often assumed to be precise and unambiguous, is in fact replete with vagueness and polysemy. Vagueness occurs when a term has borderline cases, instances where it is indeterminate whether the term applies. Polysemy occurs when a word has multiple related meanings. Both phenomena pose challenges in legal interpretation and translation, as they open up space for judicial discretion but also for unfair outcome.

Legal discourse refers to the specialized use of language in legal settings, including statutes, case law, contracts, judicial reasoning, and courtroom interaction. It is characterized by a unique set of linguistic, syntactic, and pragmatic features that serve legal purposes such as obligation, prohibition, authoritativeness, and formality. Legal discourse is not merely descriptive; it is constitutive. It performs legal acts such as prescribing rights, imposing duties, or rendering judgments.

This study builds on a multidisciplinary foundation to explore how power, ideology, and meaning operate within legal discourse. Drawing on the critical discourse theories of M. Foucault and N. Fairclough, it examines the ways legal texts both reflect and reproduce institutional authority. Foundational contributions from legal linguists such as P. Tiersma and D.Mellinkoff inform the study's approach to legal drafting and interpretation, particularly regarding the structural and functional characteristics of statutory texts. In addressing vagueness, the research engages with H.L.A. Hart's theory of open texture, constructing an empirical framework to assess whether legal indeterminacy is a deliberate strategy in legal statutes or imperfection of legislation.

This study investigates polysemy by exploring how words from everyday language develop specialized legal meanings across various statutory frameworks. The analysis draws on D. Cruse's co-occurrence patterns to explore how the collocation of polysemous words with other lexical items affects the development and interpretation of their legal meanings. To further explore the cognitive dimensions of legal language, this study draws on established cognitive approaches such as Frame Semantics,

Prototype Theory, and Barsalou's theory of conceptual simulation. These frameworks help illuminate how polysemous legal terms are mentally represented, retrieved, and interpreted by legal actors across various domains of law.

The occurrence of polysemy is also explored within the legal acts of the Republic of Kazakhstan. This aspect of the research aims to establish a parallel between the polysemous terms analyzed in British statutes and their counterparts in Kazakh legal texts, examining whether similar terms are employed and how they function within the Kazakh legal system. The analysis contributes to a deeper understanding of the development of Kazakh legal language. Furthermore, the study investigates translation-induced polysemy in statutory language, highlighting the factors that contribute to the widespread use of polysemous terms in Kazakh when translating from English.

The vague terms and polysemous terms are examined in statutory sources such as the *Employment Rights Act 1996*, *the Consumer Rights Act 2015*, and the *Criminal Justice Act 2003*. Their Kazakh counterparts and other terms are analyzed in the *Labour Code*, *Civil Code*, and *Criminal Procedure Code of the Republic of Kazakhstan.*

The study is motivated by the growing importance of clear legal communication in a globalized world. Kazakhstan, as a civil law country increasingly interacts with international legal frameworks, often rooted in common law traditions. This brings challenges when concepts rooted in one system must be rendered intelligible in another. Translation becomes more than a technical exercise; it becomes a site of conceptual negotiation. By analyzing how legal terms behave in discourse, especially those that are vague or polysemous the study contributes to legal linguistics.

The relevance of the research. The relevance of this dissertation lies in its focus on legal discourse as a distinct and underexplored object of linguistic inquiry, particularly with regard to the semantic phenomena of vagueness and polysemy in statutory language. Although the complexity and interpretive challenges of legal language are well recognized, there remains a significant gap in empirical studies that investigate how these linguistic features operate within concrete legislative texts, especially in key statutes of English law.

This study contributes to understanding whether vagueness is a necessary feature for the effective functioning of law. Given that it is impossible to anticipate every possible scenario, legal vagueness allows the law to remain adaptable and responsive to societal change. It enables statutes to be applied flexibly across a range of future cases, granting drafters the ability to craft provisions that promote fairness in diverse and unforeseen circumstances.

Situated within the Common Law tradition, where legal authority derives not only from statutes but also from judicial decisions, this study examines how linguistic indeterminacy enables the delegation of interpretive power to judges. In doing so, it sheds light on the way statutory language functions within Common Law system, and how terms marked by vagueness or openness serve as mechanisms through which legal authority is distributed. The analysis contributes to a deeper understanding of the interaction between language and institutional power in legal interpretation.

The object of the research is legal discourse based on English-language materials.

The subject of the research is the linguo-semantic and cognitive features of legal discourse, particularly vagueness and polysemy in UK legislative texts.

The goal of this research is to investigate the linguo-semantic and cognitive characteristics of legal discourse.

– to examine semantic vagueness in legal discourse, applying frameworks such as H.L.A. Hart's theory of open texture to assess whether vagueness is a deliberate legislative strategy in Acts of the UK Parliament;

– to analyze how linguistic vagueness functions within the UK legal system;

– to determine the phenomenon of polysemy in legal language, focusing on how general-language terms acquire specific legal meanings in the Acts of the UK Parliament;

– to explore the cognitive mechanisms behind legal interpretation, employing Frame Semantics, Prototype Theory, and Barsalou's conceptual simulation theory;

– to identify and analyze examples of polysemy in Kazakh legal texts, including the Civil Code, Criminal Procedure Code, and Labor Code of the Republic of Kazakhstan;

– to examine polysemy arising from the translation of English legal terms into Kazakh.

Methods and techniques of the research. The dissertation employs a comprehensive methodological framework that integrates traditional linguistic tools with contemporary cognitive and discourse-based approaches. The research is interdisciplinary, drawing on semantics, legal linguistics, and cognitive science to investigate vagueness and polysemy in statutory language. The core method is a *lexical-semantic analysis* of selected Acts of the UK Parliament, aimed at the systematic identification and classification of vague and polysemous terms, and the examination of semantic variability of legal terms across different contexts. To contextualize these findings, the study applies *discourse analysis***,** focusing on how institutional settings, legal genres, and interpretive conventions shape meaning. This is complemented by a *cognitive linguistic* perspective, which explores how legal professionals conceptualize and process indeterminate expressions through inferential strategies and conceptual models. Finally, a *comparative approach* highlights similarities and differences in the treatment of vagueness and polysemy in English and Kazakh legal discourse, underscoring translational and interpretive challenges in multilingual legal systems.

The theoretical and methodological framework of the research is grounded in the foundational and contemporary works of foreign, Russian and Kazakh scholars. The general theory of discourse draws on the contributions of M. Foucault, N. Fairclough, T. van Dijk, R. Wodak, M.Halliday, V.I. Karasik, N.D. Arutyunova, Y.S. Stepanov, E.D.Suleimenova, G.G. Burkitbayeva and G.G. Gizdatov. The study of legal discourse builds upon the works of P.Goodrich, Y. Maley, D. Kurzon, A. Trosborg, P. Tiersma, E.A. Kazhemyakin, M.V. Batyushkina, T.V Dubrovskaya, A. Chernyshev, G. B. Noruzova, N. Tulkinbayev and N.M.Abisheva. The theory of

indeterminacy in legal language is informed by the work of R. Dworkin, H.L.A Hart, M.Moore, B.Bix, T.A.O. Endicott, L. Solan, R. Sorensen, R. Poscher and F. Schauer. In addressing polysemy, the research relies on the works of A. Apresjan, D.A. Cruse, A. Vicente, I.L. Falkum, S.Lobner, J.Lyons, D.J. Hemel, and D.N. Shmelev.

The sources of the research: The materials used in the research include a selection of primary and secondary legal texts in English and Kazakh, with particular attention given to statutory instruments such as the Consumer Rights Act 2015, the Employment Rights Act 1996, and the Criminal Justice Act 2003, key legal codes of the Republic of Kazakhstan, including the Criminal Procedure Code, the Labour Code and the Civil Code, to examine how polysemous and vague legal terms are conceptualised and interpreted across legal systems and languages. These texts were selected due to their recurrent use of semantically rich terms which serve as focal points for investigating legal indeterminacy and interpretive flexibility. Judicial interpretations, case law, and legal commentaries were also reviewed to assess the role of vagueness in statutory and practical legal contexts. Moreover, bilingual legal dictionaries, etymology dictionaries and English-Kazakh legal glossaries were used to evaluate strategies for conveying meaning in cross-linguistic legal communication.

The scientific novelty of the research. The dissertation presents an original interdisciplinary investigation of the linguo-semantic and cognitive features of legal discourse, with a particular focus on vagueness and polysemy in UK statutory texts and their comparison with the language of Kazakh legal discourse. The research integrates perspectives from legal linguistics, semantics, and cognitive linguistics, which collectively define the innovative character of the study.

– **The study offers an interdisciplinary exploration of vagueness and polysemy in UK statutory language**, employing theoretical and methodological tools from cognitive and legal linguistics. Vagueness is examined not merely as a linguistic imperfection but as an essential feature that contributes to the adaptability and interpretive openness of legal texts, while reinforcing the discretionary power of legal actors and preserving legislative control. Polysemy is analyzed as a fundamental mechanism through which legal meaning is constructed, revealing how legal terms acquire nuanced, context-dependent interpretations in statutory discourse.

– **The research conducts a novel cross-linguistic and cognitive analysis of polysemy in Kazakh legal language**, marking a significant step in Kazakh legal linguistics. For the first time, polysemous legal terms are systematically identified and categorized within key Kazakh legal codes. The study uncovers how the absence of a standardized legal lexicon, the reliance on general vocabulary, and the influence of Russian-language legal drafting practices contribute to increased semantic ambiguity and interpretive challenges in Kazakh legal discourse.

The theoretical significance: The study contributes to the development of Legal Linguistics, Cognitive Linguistics, and Discourse Studies. The findings of the study enhance understanding of legal discourse, the interpretation of legislation, and the conceptualization of legal reality in both English and Kazakh legal contexts. This research adds to the field of legal linguistics by highlighting the systematic nature of meaning variation in legal terminology. It also contributes to the development of

theoretical frameworks for the analysis of legal vocabulary and lays the foundation for future efforts to systematize and describe legal terminology in Kazakh, a field that remains largely underexplored. The findings of this dissertation may serve as a valuable resource for future researchers in the field and can be used as supplementary material in the preparation of legal discourse statistics for research projects, academic seminars, and other scholarly activities.

The practical significance: The results may be applied in the development of academic courses on legal discourse, cognitive semantics, legal lexicography, and terminology studies, which can be integrated into the curricula of law and philology faculties. In particular, the results may support the creation of specialized courses such as “Introduction to Kazakh Legal Discourse”, “Legal English for Kazakh-speaking Professionals”, “Comparative studies of Legal English and Legal Kazakh”, “Comparative Legal Linguistics” and “Cross-Cultural Communication in Law”.

The statements submitted for the defense:

1. Vagueness in legal texts is a deliberate text drafting strategy that allows laws to remain adaptable to a broad range of situations. It reflects the open-textured nature of legal language and supports judicial interpretation in uncodified legal systems such as that of the United Kingdom.

2. Legal discourse is a distinct and interdisciplinary type of institutional discourse that reflects power structures and ideological functions through its language, particularly through the use of vague terms in statutes that enable flexible interpretation.

3. Polysemy in legal discourse is a systematic and functional feature of statutory language, where general-language terms acquire multiple context-specific legal meanings. These meanings are shaped by grammatical form, legal context, and pragmatic function.

4. Translation-induced polysemy in Kazakh legal language arises from conceptual and lexical asymmetries between English and Kazakh. This phenomenon illustrates the cognitive and semantic challenges of legal translation and contributes to the evolving nature of Kazakh legal terminology.

Research approbation. The main provisions and results of the research have been published in 3 scientific articles, of which 2 articles were published in a journal recommended by the Committee for Quality Assurance in Science and Higher Education (CQASHE) of the Republic of Kazakhstan, and 1 article in a Scopus-indexed journal.

Articles published in Scopus-indexed journals:

1) Toxanbayeva R, Kenzhekanova K. Problems of Adaptation of Borrowings and Excessive Use of Borrowed Words in the Civil Codes of Post-Soviet Countries (on the Example of Kazakhstan). *International Journal for the Semiotics of Law*. Springer Nature, 13 December 2024.

Articles published in CQASHE *–approved journals:*

1) Toxanbayeva. R. History of the Formation of Legal English: Contemporary Problems of the Globalization of Legal Language. *Bulletin of KazNU*. 1 (182) 2022.

2) Toxanbayeva R., Kenzhekanova K. The Use of Synonymy and Polysemy in the Civil Code of the Republic of Kazakhstan. *Bulletin of ToU — Philological Series.* 1, 2025.

The size and structure of dissertation

This dissertation is structured into an introduction, three sections, conclusion, list of references and appendixes. Each section contributes to a comprehensive exploration of legal discourse, with a particular focus on the linguistic, semantic, and cognitive dimensions of Legal English and its interaction with Kazakh legal language.

The first section provides the theoretical foundation for the study by tracing the evolution of discourse analysis and highlighting key theories and approaches. It outlines the main definitions and features of discourse, with a particular emphasis on legal discourse, examining its structure, meaning, and role within institutional and communicative practice.

The second section is devoted to the nature and defining characteristics of legal language, with a focus on Legal English. It discusses its historical development, formal features, and distinct linguistic traits that set it apart from ordinary language. Special attention is given to the phenomenon of linguistic indeterminacy in legal texts. The chapter also includes a content-based analysis of lexical vagueness, offering insight into how meaning is constructed and interpreted within statutory language.

The third section addresses polysemy in statutory language, with an emphasis on the cognitive dimensions of legal interpretation. It explores how polysemy functions in UK legal statutes and investigates its manifestations in Kazakh legal acts. The section further examines how translation practices contribute to translation-induced polysemy, adding complexity to legal meaning across languages. This comparative analysis highlights the interpretive challenges involved in maintaining clarity and coherence in multilingual legal systems.

The conclusion summarizes the key findings of the study, reflects on the implications of semantic vagueness and cognitive processing in legal communication, and suggests avenues for further research in the field of legal linguistics and comparative legal language analysis.

Appendix A – Vague evaluative terms in Employment Rights Act 1996

Appendix B – Vague evaluative terms in Consumer Rights Act 2015

Appendix C – Vague evaluative terms in Criminal Justice Act 2003

Appendix D – D. Cruse’s Collocational Factors in Legal Discourse: Interpreting Polysemy in Context.

1 THEORETICAL FOUNDATIONS OF LEGAL DISCOURSE RESEARCH

1.1 The evolution of discourse: key thinkers and theories in discourse analysis

Discourse has been used in linguistics, philosophy, and social sciences to connect language with social practice. The term “discourse” comes from the Latin word “discursus”, meaning “conversation” or “speech”, and originally referred to spoken or written reasoning. Discourse theory has evolved through various disciplines, helping us understand how language both shapes and reflects society.

Over centuries, the concept of “discourse” has changed to reflect the various intellectual and social contexts of different historical eras. The idea of discourse has evolved significantly from its early uses in classical rhetoric to its current applications in linguistics, philosophy, and social theory.

Different academic traditions and cultural contexts offer varied understandings of the term “discourse.” In Central European and German research, scholars often differentiate between “discourse” and “text,” a practice rooted in rhetoric and text linguistics. In contrast, in English-speaking academia, “discourse” typically encompasses both oral and written communication [1].

This evolution gained momentum in the 19th and 20th centuries. Structuralist thinkers, most notably Ferdinand de Saussure, viewed discourse as an ordered system of language components following specific rules. In *Course in General Linguistics*, discourse is understood as *parole* – the actual use of language, or “speech”, which is an instance of the larger, abstract system of *langue* [2]. This early structuralist approach focused primarily on the internal system of language, laying the foundation for modern linguistics but largely setting aside the analysis of language as situated social practice.

A critical shift occurred with the post-structuralist work of M. Foucault. In *The Archaeology of Knowledge*, M. Foucault reconceptualized discourse not as a simple collection of texts but as “a group of statements in so far as they belong to the same discursive formation” [3, p.117]. He argued that discourse is not a fixed set of ideas but consists of a limited number of statements that emerge only under specific historical and institutional conditions. For M.Foucault, discourse is shaped by the particular context in which it exists, linking language inextricably to systems of power and knowledge.

Building on this foundation, later theorists developed practical models for analyzing discourse as a social phenomenon. N. Fairclough, for instance, argued that the Saussurean concept of parole was insufficient. He proposed that discourse is not merely language use, but “language use as social practice” [4, p. 65]. This is captured in his influential three-dimensional model, which integrates the analysis of the text, the discursive practice (production and consumption of the text), and the broader social practice in which it operates.

T.A. Van Dijk fundamentally views discourse as not simply an abstract system of signs but rather language as it is actually used in social contexts, with specific communicative goals and participant roles. He emphasizes that discourse goes beyond the sentence level, encompassing larger units of communication, such as texts, conversations, and other forms of verbal interaction [5]. He criticizes traditional linguistic approaches that focus solely on sentences, arguing that they fail to capture

the complexities of real-life language use. T.A.Van Dijk argues that discourse is not an autonomous entity but is shaped by the social, cultural, and cognitive contexts in which it occurs. He introduces the concept of context models as mental representations of the communicative situation, which play a crucial role in how discourse is produced and understood.

In the late 20th century, these social theories of language coalesced into a global movement known as Critical Discourse Analysis (CDA). CDA examines the intricate relationship between language, power, and ideology. R. Wodak defines CDA through several core principles: it is problem-oriented, interdisciplinary, and methodologically flexible [6]. Crucially, a central aim of CDA is to expose power structures through the systematic examination of semiotic data, while requiring researchers to remain self-reflective about their own positions. Echoing this, T.A. Van Dijk defines CDA as research that "primarily studies the way social-power abuse and inequality are enacted, reproduced, legitimated, and resisted by text and talk in the social and political context" [7, p. 952].

The concept of discourse underscores the notion that language is intrinsically a social and collective activity, intertwined with and not separate from society. Furthermore, a comprehensive understanding of discourse recognizes that societal influences extend beyond formal linguistic structures to shape the underlying beliefs and ideologies embedded in language use. According to *The Dictionary of Semiotics* discourse emerges from the interplay between two key dimensions of language: "the figurative dimension, relating to the representation of the natural world" and "the thematic dimension, relating to the abstract values actualized in an utterance" [8, p.51] Ideology is the collection of presumptions, values, and ideas that influence how people see and interact with the world and are frequently implied in speech. Discourse is one of the main channels via which ideologies are conveyed, upheld, and questioned. Expanding on the theme of discourse as ideology, L. Althusser emphasizes the material existence of ideology. He argues that ideology is not simply a set of ideas but is embodied in the practices and rituals of ideological state apparatuses [9].

Critical Discourse Analysis sees language as more than just communication; it is a way people engage with and shape the world around them. The way we speak and write is influenced by social structures like institutions and norms, but it also helps shape those same systems. Because of this, discourse can reinforce existing power dynamics or challenge them, affecting how people and groups are seen and treated in society [10].

In *Discourse as Social Interaction*, T.A. Van Dijk argues that understanding discourse requires seeing it as social action rooted in cultural and societal contexts. Discourse functions as a form of social practice through which people construct roles, relationships, and meanings. Context links language to the social structures that shape and are shaped by it. Power influences how discourse is produced and interpreted, making it central to critical approaches that examine inequality. Ideology, as the cognitive side of power, shapes how individuals speak and are positioned within discourse, reinforcing or challenging social structures [11].

In Kazakhstan, research on discourse has increasingly turned toward examining

the country's linguistic landscape, shaped by cultural diversity and its post-Soviet transformation. Scholars employ a range of analytical tools to explore how language operates within political, social, and cultural frameworks. These investigations highlight the evolving relationship between language use, national identity, and structures of authority. Particular attention is given to the dynamics between Kazakh and Russian, with discourse analysis often intersecting with topics such as language legislation, identity formation, and nationalism.

Kazakhstani linguistics key figures in the study of institutional discourse include B.A. Akhatova [12], E.D.Suleimenova [13], G.G. Burkitbayeva [14] and others. Some authors such as G. Noruzova [15] and G.G. Gizdatov [16] has focused on the study of media legal discourse and media discourse. K.K. Kenzhekanova studied the pragmatic and cognitive components of political discourse in the texts of Kazakh-language periodicals [17].

G. Burkitbayeva defines discourse "as the communication between two or more individuals, either spoken or written, taking place within a particular context. The outcome of this interaction is a text or a set of texts connected by a common theme" [14, p.140]. G. Burktibayeva, like fellow scholars, sees discourse as a mix of interconnected linguistic, cognitive, extralinguistic, and other elements that directly influence how it is created, operates, and is understood.

Scholar Q. Yesenova takes a pragmatic approach to discourse emphasizing that one must look beyond language itself taking into account the broader context of the communication, including the cultural background, social setting, and intentions of those involved. As readers engage with a text, they instinctively try to picture the author's mindset at the time of writing [18]. This act of comprehension becomes a journey into another person's thought process, whether consciously or not. Meanwhile, the author carefully selects and uses the semantic resources of the language to construct and convey that mental world with intention and precision.

The way modern language is used and understood today is influenced by technological advancements, from digital media to social networks. E.D. Suleimenova, in her article "*Discourse in the Discourse of Kazakhstani Linguistics*, emphasizes the evolving nature of language in the modern world: "The study of language in its dynamic interaction with the changing real world and the worlds of new technologies has become relevant. These technologies have expanded the possibilities for individuals and society as a whole to acquire, store, and transmit information, leading to the emergence of new types of texts and the renewal of old genres and styles" [13, p.64].

B. S. Zhumagulova, in her research, also addresses the evolution of discourse, particularly focusing on *polemical discourse* as a unique form of communication. She characterizes polemics as a form of interpersonal communication, deeply rooted in argumentation, where individuals defend their viewpoints while actively countering opposing opinions [19]. Similar to other forms of discourse, polemics are shaped by both linguistic and extralinguistic factors. B.S. Zhumagulova highlights its dialogical nature, social orientation, and use of specific language tools and argumentative techniques.

G.G. Gizdatov observes that Kazakh post-Soviet discourse blends Western rhetoric, Islamic oratory, and Soviet formalism often prioritizing form over substance, with spiritual and ideological influences shaping style more than everyday use [16, p. 310].

Discourse analysis in Kazakhstan helps us better understand how language shapes everyday life, identity, and social relationships. Whether it is looking at how language policies reflect the country's efforts to promote Kazakh while accommodating Russian, or how people from different backgrounds communicate, or even how the media frames important issues each area reveals just how powerful language can be. As Kazakhstan continues to evolve, studying these patterns gives us a deeper appreciation of how language connects with culture, politics, and the way people see themselves and each other.

1.2 Definitions and key characteristics of discourse in linguistics

Discourse is one of the key concepts of modern scientific models of linguistic knowledge. At first, the term "discourse" did not introduce a new subject of study in linguistics. Unlike the natural sciences, where breakthroughs come from discovering new realities, linguistics has always focused and will continue to focus on language itself. A shift in perspective happens when scholars propose a new way to explain a phenomenon that is already familiar. As a result, discourse as an analytical category depends largely on how language is approached and interpreted.

There is no single definition of discourse that everyone agrees on in academia. The word itself comes from the French *discours* (meaning "speech"). The word "discours" has its oldest meaning in French, where it refers to dialogic speech. In Jacob Wilhelm Grimm's *Deutsches Wörterbuch* (1860), it was defined as both dialogue or conversation and speech or lecture. This interpretation was common during the early development of discourse theory, which emerged through various studies that later became known as linguistic text analysis [20].

Discourse studies in the 1960s introduced structuralist and formal approaches, with early research focusing on text grammar and context within a pragmatic framework. Initially, discourse analysis limited context to verbal co-texts, but by the late 1970s and early 1980s, discourse began to be studied in broader social, historical, and cultural contexts, a shift already explored in sociolinguistics and ethnography [21].

The term "discourse" first appeared in linguistic theory in 1952, when American scholar Zellig Harris introduced it in the phrase *discourse analysis*. In his article, Harris explained that he saw a single phrase as a simple utterance, while "discourse" referred to something more complex, an extended utterance made up of several phrases [22]. The term became popular in linguistics during the 1970s, but at times, people used it to refer to ideas that were already around, like "functional style" [23]. The shift from using the term *functional style* of speech or language toward using "discourse" was not due to a change in the subject itself, but rather to differences in how various national linguistic schools approached the concept [24]. However, the concept of "discourse" was often treated interchangeably with "text" and "speech".

Later in the century, the scope of discourse expanded and even started including a pragmatic approach which we can also see in works of Russian scholars. In the *Linguistic Encyclopedic Dictionary*, N.D. Arutyunova described discourse as "speech that is intricately woven into the fabric of everyday life" and characterized discourse as a complex phenomenon – "a coherent text combined with extralinguistic, pragmatic, sociocultural, psychological, and other factors" [25, p.136]. V.I. Karasik defines discourse as a "text immersed in a communicative situation" [21, p.147]. V.E. Chernyavskaya portrays discourse as "a specific communicative event, recorded in written texts and spoken language, carried out within a communicative space shaped by particular cognitive and typological factors" [26, p.114].

E.S. Kubryakova examined the discourse from the cognitive perspective and point out that "discourse should be understood as a cognitive process connected to actual speech production and the creation of a speech act, whereas the text is the final outcome of this speech activity, taking on a defined, completed (and recorded) form" [27,p.164].

Y.S. Stepanov offers an interesting perspective on discourse, portraying it as an alternative world. He defines discourse as follows: "discourse is a 'language within a language' but presented as a distinct social reality". Unlike language, which exists through its grammar and lexicon, discourse does not manifest solely in these terms. Instead, it primarily exists in texts shaped by a unique grammar, a specialized lexicon, distinct rules of word usage and syntax, and a particular semantics. Ultimately, discourse constructs its own unique world, governed by specific rules for synonymous substitutions, its own criteria of truth, and its own etiquette. In this sense, discourse functions as a "possible (alternative) world" [28, p. 45].

Z.S. Harris views discourse as a structured and connected linguistic unit that goes beyond individual sentences. Z.S. Harris believes that discourse is shaped by social factors, personality traits, and cultural influences. He suggests that the way people use language in discourse is a reflection of their experiences in social interactions [29]. Extending the scope of discourse beyond the sentence level and incorporating social context is also important in studying polysemy and synonymy, as they are often dependent on contextual cues and cognitive factors. Discourse provides the context necessary to disambiguate polysemous words. The surrounding linguistic environment, the broader topic of conversation, background knowledge, and the speaker's communicative intent all contribute to selecting the appropriate sense of a polysemous word. Polysemy is not simply a property of individual words but a fundamental aspect of how language functions in discourse. It highlights the dynamic, context-dependent, and socially situated nature of meaning-making.

J.P. Gee uses the term "Discourses" as socially accepted ways of "behaving, interacting, valuing, thinking, believing, speaking, and often reading and writing" that shape identities within specific social groups …" [30, p.3]. These groups can include families, professionals, subcultures, or communities, each with its own norms and expectations. Discourses are not just about language; they encompass ways of being in the world, and are deeply rooted in social history and identity.

A.K. Hurmatullin discusses different approaches that define discourse [20, p.33]:

1) Communicative approach: views discourse as verbal communication, including speech, dialogue, or a sequence of utterances.

2) Structural-syntactic approach: defines discourse as a text fragment beyond the sentence level, such as a paragraph or a complex syntactic unit.

3) Structural-stylistic approach: focuses on discourse as the organization of spoken language, characterized by spontaneity, situationality, and strong associative links.

4) Social-pragmatic approach: considers discourse as a text embedded in a communicative situation, influenced by social or ideological factors.

Linguistic discourse is a complex process influenced by various communicative, social, cognitive and other extralinguistic factors. In linguistics, these elements shape how conversations are formed, understood, and analyzed. In a broad sense, N.D. Arutyunova views discourse as "a coherent text considered in conjunction with extralinguistic factors—pragmatic, sociocultural, psychological, and others; a text viewed in its event-based aspect; speech regarded as purposeful social action, as a component involved in human interaction and the mechanisms of consciousness (cognitive processes)" [25, p.136]. Although this perspective gives a broader definition of discourse, a more systematic analysis emerges when these factors are categorized under three main theoretical frameworks: cognitive, sociolinguistic, and communicative

The *cognitive approach* to discourse explores the mental processes and structures that help us understand and use language. This method emphasizes the importance of memory, attention, and cognitive schemas in discourse production and comprehension by examining how people process information, create meaning, and utilize language in context [31].

Conversely, the *sociolinguistic approach* to discourse studies how language use changes in various social circumstances, reflecting and reiterating identities, power relations, and social structures. Sociolinguists study how social class, age, gender, and ethnicity affect language preferences and how those preferences affect discourse patterns in particular groups [32].

The *communicative approach* to discourse emphasizes the pragmatic and interactional aspects of language use, seeing language as a tool for communication. This method looks at how speakers in different conversational contexts use language to manage social relationships, negotiate meaning, and accomplish particular communicative goals [33].

The interaction of communicative, sociolinguistic, and cognitive approaches to discourse analysis emphasizes how linguistic conversation is a complex phenomenon influenced by various circumstances. Combined, these methods offer a thorough framework for comprehending the various elements that impact language discourse and how language is used and understood in multiple situations [34]. Each of these methods emphasizes the significance of considering various viewpoints when evaluating speech by providing insightful information about the mechanisms and processes underpinning language use.

In recent years, discourse research has focused on how digital technologies shape communication and social interaction. Social media has changed discourse production, circulation, and consumption. With the introduction of new technology, discourse has broadened to encompass multimodal communication channels, including social media posts, videos, and photos. The notion of multimodal discourse acknowledges that communication is not just verbal exchange but also involves a variety of semiotic resources. Digital discourse analysis explores how digital platforms mediate communication and shape identities and communities. In the digital age, discourse is dynamic and fast-changing, presenting discourse analysts with difficulties and opportunities [35].

Discourse has evolved from focusing on rhetoric and linguistic structures to examining social, political, and cultural communication. These days, discourse is recognized as a complex idea that includes various communicative activities, from casual conversation to formalized forms of communication. It is viewed as a process and a product influenced by historical, social, and cultural factors. This flexible and inclusive concept allows scholars to explore the complex relationships between language, power, and society from multiple perspectives. As noted by Gee "discourses have no discrete boundaries because people are always creating new discourses, altering the old ones, and contesting and pushing the boundaries of discourses" [36, p. 37].

1.3. Foundations of legal discourse theory

1.3.1 Framing legal discourse: scholarly definitions and perspectives

Despite the existence of several studies dedicated to legal discourse, it remains relatively underexplored from a linguistic perspective and continues to be a relevant area of research. Legal discourse has received relatively little attention, especially when it comes to interpreting legal texts and examining the differences that may arise between original and translated versions. Legal discourse, especially in legislative contexts, is often criticized for its complexity, repetition, and convoluted structure. Despite the intention to create clear, precise, and unambiguous texts, legal documents frequently lead to various interpretations and disagreements, even when they are carefully crafted [37]. However, legal discourse plays a crucial role in shaping society, as it produces laws that establish societal rules and carry legal consequences.

Legal discourse used as an umbrella term includes not only written forms like legislation, but also spoken interactions in courtrooms and nonverbal elements such as physical evidence and courtroom layout [38]. Although there have been continuous efforts to simplify and clarify it, legal language still differs significantly from ordinary language. For example, according to Y. Maley, modern legal discourse maintains its status as a distinct and highly specialized variety of English [39].

Legal discourse has been examined from multiple perspectives, including sociolinguistic, communicative, cognitive, and other theoretical frameworks. It has been shaped by the work of several pioneering scholars such as Vijay K. Bhatia, Christopher N. Candlin, Jan Engberg, Yon Maley, Maurizio Gotti and others, who have offered valuable insights into the clarity and pragmatic dimensions of legal texts.

Among Russian scholars, notable contributions have been made by E.A. Kazhemyakin, M.V. Bogatyrev, M.V. Batjushkina, T.V. Dubrovskaya, A. Chernyshev and others.

There is a noticeable lack of research by Kazakh scholars on legal discourse within the Kazakh context. Given that the Kazakh language does not exist in isolation, being historically influenced by Russian, and that challenges related to translation and interpretation persist, there is a clear need for further scholarly attention in this area. Most of the works focus on subfields of legal discourse, for example, G.B. Noruzova in her dissertation studied the legal media discourse analyzing the newspapers and journals both in English and Kazakh in order to identify lingua-pragmatic tools that help to influence the media [15, p. 61].

According to A.A. Bokeeva and G.O. Syzdykova legal discourse uses a specialized form of the Kazakh language tailored for professional contexts. It functions as a key instrument for legal regulation within society. Like any type of discourse, it remains deeply rooted in the fundamental structure of the Kazakh language [40].

As N.Tulkinbayev explains, legal discourse arises in specific legal contexts and is produced by individuals involved in the legal field, resulting in texts shaped by various legal genres. While legislative language is typically written to ensure clarity and consistent interpretation of the lawmaker's intent, legal practitioners may also employ oral language in practical settings. [41].

An analysis of the existing literature reveals that the term "legal discourse" is less commonly used in English than in Russian, Kazakh or several other European languages. Notably, prominent English speaking legal linguists such as P. Tiersma and D.Mellinkoff prefer terms like *legal language* or *language of the law* [42, 43]. In fact, there is an ongoing debate about the distinctions between these terms and which is more appropriate. One possible reason for the less frequent use of the "legal discourse" could be that the Common Law tradition, to which English legal culture belongs, is often regarded as more pragmatic and less theoretical compared to the Civil Law traditions of continental Europe.

Another contributing factor may be the Plain Language movement that gained momentum in the 1970s across the US, UK, Canada, and Australia. This movement aimed to make legal texts more accessible to the general public, and as a result, much scholarly focus shifted to the structural and lexical features of legal language. Furthermore, the concept of "discourse" is closely associated with 20th-century French and German philosophy and social theory, particularly the work of Michel Foucault, whose ideas are more prominent in continental legal thought than in Anglo-American contexts.

However, it is important to distinguish between *legal language* and *legal discourse*. Legal language refers to the code itself, the specialized vocabulary (terms of art), formal syntax, semantic conventions, and standard genres such as statutes, contracts, and court decisions. In short, it is the *what* of legal communication. Legal discourse, by contrast, looks at how this language is used in practice and embedded in social contexts. It examines how judges, lawyers, clients, and law enforcement use language to achieve objectives, assert authority, and exercise power. It is not only about the words on the page, but also about the *how* and *why* of legal interaction.

D. Kurzon examines the difficulty of choosing a single term to describe the various forms of language used in legal contexts, considering options like *language*, *sublanguage*, *variety*, *register*, *genre* and *discourse*. He notes that this ambiguity also exists in fields like science and medicine. Ultimately, he argues that *legal discourse* is the most suitable term, as it reflects the complexity of legal language without oversimplifying it [44].

Y. Maley observes that although many studies have explored different aspects of legal discourse, there's still no single, unified approach to analyzing it. The field remains fragmented, shaped by the diversity of legal language and the variety of theoretical models applied to it. Because legal language spans multiple overlapping discourse types, Y. Maley calls for a more cohesive framework, one that can consistently examine these variations under a shared analytical lens. He emphasizes that legal discourse is not a single entity, but a collection of interrelated discourses used in distinct legal settings. These include [39, p.13]:

1) judicial decisions, both written and spoken;
2) courtroom discourse, involving judges, lawyers, court staff, witnesses, and other participants;
3) interactive language, marked by ritual politeness and formal modes of address
4) legal document discourse;
5) legal consultations between lawyers and clients.

A. Chernyshev, by contrast, takes a more structured and conceptual perspective. Rather than viewing legal discourse simply as a practical tool, he approaches it as a well-organized system with distinct characteristics. A.Chernyshev outlines the key features of political discourse in order to more clearly define the parameters of legal discourse. [45, p.27]:

1) sphere of functioning – political discourse operates within the sphere of politics, whereas, legal discourse functions within the domain of law;
2) theme and central motive – the central theme of political discourse is the struggle for power; however, legal discourse revolves around the content of the law and the assessment of whether a specific event conforms to legal standards.
3) communicative orientation – political discourse is oriented toward manipulating public consciousness. Legal discourse, by contrast, is oriented toward the regulation of social relations,
4) general cognitive specificity – political discourse prioritizes values over facts. Legal discourse, in turn, emphasizes facts over values, focusing on objective information.

Through this contrastive approach, A. Chernyshev demonstrates that while political and legal discourses may intersect in certain institutional settings, their communicative goals, strategies, and epistemological foundations differ significantly. This comparison allows for a more precise understanding of the unique structural and functional characteristics that define legal discourse.

By comparing the features of political discourse outlined by K. Kenzhekanova with those of legal discourse, we adopt a pragmatic-rhetorical lens to better understand the

distinctive communicative characteristics of legal discourse. According to K.Kenzhekanova, the main characteristics of political discourse are [17, pp. 55-56]:

- its evaluative and often aggressive tone;
- its effectiveness is determined by its purpose;
- the central role of argumentation in defending one's point of view.

Drawing on K. Kenzhekanova's criteria for characterizing political discourse, we identified the defining features of legal discourse:

- legal discourse is typically neutral and impersonal. It strives for objectivity, precision, and clarity.
- while legal discourse can be adversarial, particularly in litigation, this adversariality is strictly governed by formal procedures and legal reasoning, rather than emotional appeal or personal attack.
- aggression is not a stylistic feature of legal discourse; instead, rational argumentation and evidence form its foundation.
- legal discourse is inherently prescriptive and regulatory; its primary purpose is to define and enforce rights, obligations, procedures, and sanctions in a manner that is precise, objective, and binding.

Political discourse, is typically oriented toward persuasion and public engagement. While it may also invoke authority, it tends to be more emotive, ideological, and rhetorically flexible, especially in genres such as speeches, debates, and media interviews. These differences reflect the distinct communicative goals of each discourse: where legal discourse seeks to establish legal certainty and institutional order, political discourse aims to influence opinion and mobilize support.

Although both political and legal discourses are goal-oriented and rely on argumentation, their aims and methods differ. Political discourse seeks to persuade and influence public opinion, often through rhetorical and emotional strategies. Legal discourse, by contrast, is aimed at interpreting, applying, or enforcing the law, and legal arguments must be grounded in precedent, statutory provisions, and established principles of legal reasoning.

E.A. Kazhemyakin offers a more dynamic and meaning-centered view. He defines legal discourse as a meaning-creating and reproducing activity, governed by specific historical and sociocultural codes (traditions). Its purpose is to formulate norms, establish and legitimize laws, and regulate and control social relations. He breaks legal discourse down into three key spheres [46, p.133]:

1) Factual Objects – tangible entities that gain legal status based on human use, including anticipated objects (*res futurae*), like future harvests.

2) Behavioral Objects – actions and relationships with legal significance, including expected future actions shaped by social roles.

3) Abstract Objects – concepts like *law, justice,* and *punishment* that define and regulate the first two spheres.

Some authors present a more focused, text-centered view of legal discourse, emphasizing its close integration with legal communication and practice. L.A. Borisova views legal discourse as "a complex network of diverse texts that function within a shared communicative space, particularly within the legal field" [47, p.135].

A.L. Dedinkin characterizes legal discourse as “a coherent text considered together with extralinguistic factors such as pragmatic, sociocultural, psychological, and others – i.e., a text viewed in its event-related aspect, in its totality and interaction with the norms of law” [48, p.221].

A.L. Dedinkin provides characteristics that legal discourse possesses as following:

1) conservatism, i.e., the relative stability of legal discourse;

2) a predominantly written form, abstractness, and neutrality of language, and at the same time, concreteness, indicating that legal discourse exists within a real legal space and time;

3) systematicity – all elements of legal discourse are united into a system characterized by thematic and stylistic unity;

4) semantic completeness, logical coherence, and consistency of presentation; integrity – legal discourse is perceived as a unified whole.

T.N. Khomutova and E.A. Shefer propose integrated approaches to defining legal discourse, emphasizing the value of viewing the subject from multiple perspectives [49]. The integrative approach combines different viewpoints to help us see the research subject in a fuller, better-rounded way. It brings together a variety of independent methods, all connected by a common idea that helps us understand how these methods relate to and depend on each other. In the end, this approach helps create a more complete picture of the topic being studied. It fits well with today’s diverse ways of looking at language and is especially effective for exploring legal discourse.

By synthesizing the approaches of A. Chernushev, E. A. Kazhemyakin, and A. L. Dedinkin, this study proposes a more holistic set of characteristics that capture the interconnections and mutual influence among these perspectives in defining legal discourse:

1) Performative nature of legal discourse. Legal discourse is fundamentally performative as its utterances are acts that create, alter, or nullify legal realities.

2) Systemic intertextuality and self-reference. Any single legal text (a contract, a ruling, a statute) is almost meaningless in isolation. Its authority and meaning are derived from its constant reference to other texts within the legal system—precedents, other statutes, constitutions, and established principles of interpretation. This creates a dense, intertextual web that is highly conservative and resistant to outside influence.

3) Dual-layered structure of legal meaning. Legal discourse operates on two parallel planes at once. It takes a concrete, factual object from the real world (a piece of land, a car accident, a person's action) and imposes an abstract, legal layer of meaning onto it (property, tort, crime).

4) Anchored flexibility**.** Legal discourse is defined by a constant push-and-pull between stability and change. It is anchored in its history, its foundational texts, and its rigid procedural rules, which provide predictability and order. However, it is also dynamic, as it must constantly interpret and apply these old rules to new, unforeseen social and technological realities

1.3.2 Legal discourse as institutional discourse

Legal discourse is considered as institutional discourse which refers to the language and communication practices used within formal institutions such as governments, courts, corporations, educational systems, and healthcare settings. It is shaped by institutional structures, norms, and goals, distinguishing it from everyday or informal discourse.

P. Goodrich, in his *Legal Discourse: Studies in Linguistics, Rhetoric and Legal Analysis* argues that understanding legal discourse requires acknowledging the complexity and diversity of legal practice. He places legal discourse in a unique and dominant position within the general typology of institutional discourses [50]. It is not just one professional language among many; it is a primary instrument for the exercise of social and political power. P. Goodrich asserts that it is uniquely marked by its social and institutional authorization, "being affirmed, legitimized, and sanctioned - by a wide variety of visible organizational and socio-linguistic insignia of hierarchy, authority, status, and wealth". As he notes it is the "theatrical institutional settings, the elitist character of its personnel, and the extent of its power to punish" that distinguish legal discourse from other closely related domains such as political, religious, or ethical discourse [50, p.211].

P. Goodrich's assertions highlight the formal and performative aspects of legal discourse, which is not only shaped by language but also by ritual, hierarchy, and institutional authority. Elaborating on this, legal discourse functions within highly codified and symbolic environments: courtrooms, legal robes, structured procedures, which reinforce its authority and exclusivity. Unlike other institutional discourses, legal discourse possesses performative power: legal utterances do not merely describe or persuade, but actively enact legal realities issuing judgments, creating obligations, or conferring rights. This performative function, backed by the coercive power of legal institutions, sets legal discourse apart as one of the most consequential and formally regulated discursive practices in society.

Scholars often distinguish between personal and institutional types of discourse. While legal discourse is generally categorized as institutional due to its formal, regulated nature, T.N. Khomutova and E.A. Shefer, drawing on the views of V.I. Karasik and A.B. Bogatyrev, note that it cannot be entirely divorced from personal expression of an author [49, p. 125].

Certain legal texts inevitably reflect the author's individual stance or rhetorical choices, which go beyond the purely procedural or ethical norms of legal institutions. Still, the institutional aspect of legal discourse remains primary, shaping its structure, tone, and communicative goals.

According to I.V. Palashevskaya "legal discourse as a type of institutional discourse, represents status-oriented interaction between its participants in accordance with a system of role-based expectations and norms of conduct within specific legally regulated situations of institutional communication" [51, p.535]. Building on this idea, T.P. Popova describes institutional discourse as "conventional, culturally shaped, and rule-governed communication between individuals who adopt socially significant roles within institutions created to serve specific societal needs. [52, p.296].

Legal discourse, as a type of institutional communication, also stands out because of the variety of people involved. Institutional discourse involves both representatives of the institution and the individuals who engage with them. As a result, these participants often differ in their roles, behavior, and characteristics [53]. The participants generally fall into three groups: the state, legal entities, and individuals. The state is represented by institutions and legal professionals, while legal entities include a diverse mix of organizations. Individuals take on many roles like plaintiffs, defendants, witnesses, or victims. This diversity of participants is what makes legal discourse unique compared to other forms of institutional communication. Expanding on this point, I.A. Vinogradov emphasizes that legal discourse includes both citizens and stateless persons whose roles are shaped by legal norms [54].

The number and type of participants vary depending on the type of legal discourse. For instance, as noted by T.V. Dubrovskaya in her study of judicial discourse, the key participant in a courtroom is the judge. The judge can act as both the sender and the receiver of legal communication [55]. According to K. W. Rasmussen and J. Engberg, the sender and receiver are key participants in legal discourse. Senders include the Commission (proposing the text), the Council and Parliament (adopting it), and legal draftsmen (writing it), with the Council and Parliament as direct senders. Receivers are either direct (national authorities implementing the directive) or indirect (Court of Justice, national draftsmen, courts, and citizens) [56].

The analysis shows that participants in legal discourse function within a complex, structured eco-system rather than a straightforward exchange between two parties. Their roles are shaped by institutional hierarchies, the communicative setting, and the specific goals of the interaction, making them dynamic rather than fixed. Since discourse is institutional, the participants are not equal. State representatives (judges, legislators) typically function as the primary senders and arbiters of legally binding communication, while individuals (plaintiffs, citizens) are often positioned as the subjects or receivers of that communication.

The actions of participants in legal discourse are shaped by the discourse's underlying functions. I.V. Palashevskaya identifies the following functions of legal discourse [51, p.536]:

1) Regulatory – establishes and maintains the rules and values guiding interactions between institutions, officials, and the public.

2) Performative – manifests through communicative acts that shape legal reality and reinforce its symbolic framework.

3) Informative – creates and circulates meanings that define an institution's role and identity within legal communication.

4) Interpretative – enables the understanding of participants' actions and the legal texts that document them.

5) Cumulative – preserves institutional memory by maintaining records of legal knowledge and precedent.

6) Presentational – shapes the public image and authority of legal institutions through symbolic and ritualized practices

7) Strategic – involves the intentional use of rule-based communication tactics to achieve specific legal or institutional goals.

8) Code-based – develops a specialized legal language that facilitates institutional communication and reinforces the boundary between professionals and the general public.

I. A. Vinogradov outlines the similar functions of legal discourse as follows [54, p.124]:

1) Regulatory (normative) function – ensures the existence and enforcement of norms and rules of behavior within society.

2) Performative function – enacts actions that define the essence of legal institutions, such as establishing truth, creating laws, and enforcing them.

3) Prescriptive function – issues instructions or mandates for certain actions to be taken or avoided.

4) Informative function – transmits legal information to recipients through legal texts.

5) Declarative function – proclaims legal values, principles, and ideas.

6) Presentational function – shapes a positive public image of legal institutions.

7) Analytical function – involves the analysis of normative legal acts, court decisions, and similar documents within legal texts.

8) Evaluative function – provides judgments or assessments of human actions and behaviors in legal contexts.

9) Code-based (or Passcode) function – establishes boundaries between legal professionals and laypersons, marking insider vs. outsider status within legal institutions.

E.A. Kazhemyakin highlights performatives, declaratives, and commissives as key elements of the constitutive and directive functions of legal discourse, emphasizing the inherently performative nature of legal utterances, where the very act of speaking constitutes a legal action. For example, the pronouncement of a verdict is not merely a statement but a legal act that enacts the decision itself [46, p. 136]. I.A. Vinogradov, on the other hand, finds the regulatory (normative) function central to legal discourse. From an early age, individuals learn behavioral norms, while values, rules, and penalties for violations are codified in legal statutes [54]. We believe that the prescriptive function is also among the most essential functions of legal discourse. As noted by I.A Vinogradov, it “conveys legal information and defines the penalties that will follow in case of non-compliance with legal norms” [54, p. 125] What sets legal discourse apart from other types of institutional discourse, such as political or media discourse, is precisely this function’s capacity to produce direct legal consequences for its participants.

The object of legal discourse is communication, which can be studied from linguistic, psycholinguistic, sociolinguistic, and other perspectives. Therefore, some scholars discuss frames and scenarios where communication happens. Legal discourse is the whole range of communication that happens in legal settings, involving many different people: lawyers, clients, judges, clerks, witnesses, people giving depositions, legal scholars, and more [57].

Legal discourse is a multifaceted form of communication that involves various pragmatic, semantic and cognitive aspects, each contributing to how legal texts are created, understood, and applied.

Pragmatic aspect is one of the important features of legal discourse as the laws have addressee and need to be interpreted. Pragmatics in legal discourse refers to how language is used in context to convey meaning and achieve specific goals. Pragmatics, the area of linguistics that studies language usage in context, is important in legal circumstances because terminology has far-reaching ramifications [58]. Legal language requires precision, clarity, and unambiguity. Despite these criteria, legal writing could be more pragmatically easier. Legal speech acts create responsibilities, bestow rights, and make laws. Thus, pragmatics in legal situations extends beyond linguistic research to examine how context affects interpretation. M. Constable, studied how words behave in particular contexts, a key idea in legal language effectiveness. Legal speech actions affirm, direct, and commit [59]. These activities are essential to lawmaking, verdicts, and contracts. S. Azuelos-Atias, presented implicature, which shows how legal documents typically have implicit meanings that need inference [60]. This is crucial in legal arguments and statutory interpretation, where silence may be as important as speech. Assumptions, which speakers and writers take for granted, also matter. Presuppositions can influence legal interpretations and consequences, from law applicability to legal argumentation.

With the rise of cognitive linguistics, scholars have increasingly focused on the cognitive aspects of legal discourse, particularly the processes involved in how legal information is interpreted and understood. Cognitive Linguistics views language as deeply intertwined with broader cognitive functions, rather than existing as a separate or isolated system. It is closely connected with mental activities like categorizing, perceiving, remembering, focusing attention, and experiencing emotions [61]. Researchers studying legal terminology, especially polysemy, have explored how terms are mentally represented and processed within the legal context. T.V. Dubrovskaya highlights the close relationship between discourse and human thought. Creating discourse involves a two-way process of thinking, both from the speaker's side and from the interpreter's perspective [55, p.9]. Understanding discourse goes beyond interpreting individual sentences; it involves connecting meanings across the text to construct a coherent overall picture. Each new sentence contributes information that is integrated into the evolving interpretation, helping to clarify the structure and communicative purpose of the discourse. In this process, readers or listeners mentally reconstruct the world described in the discourse, filling in missing details based on their prior knowledge, context, and experience. This interpretive act is not passive; language users actively engage with the text, shaping meaning in real time. The inherent flexibility of language facilitates this engagement, allowing new ideas to align with, and even subtly reshape, the interpreter's existing beliefs and conceptual frameworks [62].

The semantic aspect of legal discourse refers to the meaning of words, phrases, and texts used in legal communication. It focuses on how legal language conveys precise and often binding meanings within a particular legal system. From a semantic

perspective, it is important to understand how legal language differs from everyday language. Words that seem familiar in daily conversation often carry much narrower and more specific meanings in legal contexts and using them in legal discourse can have real legal consequences. As A.V. Fedulova points out, the term *закон (law)*, for instance, can mean a legal rule, but in everyday speech, it might just as easily refer to a mathematical principle or a moral code [62, p. 109].

Terminology is central to the semantic comprehension of legal discourse. Inappropriate or incorrect use of terminology inevitably leads to the misinterpretation of legal texts. Terminology forms the core conceptual foundation of legal discourse. Legal terms are generalized labels for legal concepts. They enable the precise and clear formulation of legal provisions, ensuring that texts are concise, unambiguous, and easy to understand [63]. However, legal terminology is often marked by vagueness and open to multiple interpretations. The presence of synonymy and polysemy can introduce ambiguity and hinder comprehension, particularly in the context of translation. Language is imprecise, thus different readings can result in different legal conclusions, complicating this procedure.

Terminology can be classified into various categories, including traditional legal terms (legalese), terms of art, terms borrowed from everyday language, terminology from other specialized fields, metaphors and loanwords. However, the distinction between terms from everyday language and legalese is often unclear, being “unstable and based not on historical, but on functional grounds” [64, p.26] Moreover, the language of legal discourse takes precedence over everyday language, as only the officially defined meanings of legal terms are considered accurate, while everyday interpretations are typically viewed as incorrect by default.

Legal discourse uses *legalese*, which has specific meanings in the legal context but may be unfamiliar or perplexing to non-lawyers. This specialist language is not just jargon; it helps the judicial system communicate clearly. Legalese can also make judicial proceedings inaccessible to non-experts, generating questions about fairness and accessibility. In legal contexts, the use of *terms of art* is essential due to the technical nature of legal language. These fixed legal expressions ensure precision and clarity, making them indispensable for accurate interpretation of law.

Loanwords form a significant part of legal terminology, as no language develops in complete isolation, especially in today’s globalized world. In Legal Kazakh, this influence is particularly prominent due to its historical ties with the Russian language. This brings up an ongoing debate about whether loanwords should be replaced with Kazakh equivalents, or whether native terms can fully convey the connotations and meanings carried by the borrowed ones.

Metaphors are employed to simplify difficult legal concepts, making them another interesting topic. Metaphors like “the marketplace of ideas” in free speech disputes and "balancing the scales of justice" in fairness talks impact legal doctrines.. Metaphor in legal language reveals conceptual frameworks that influence legal reasoning and decision-making [65]. Each language has its own set of metaphors, many of which lack direct equivalents in other languages. This can create challenges in translation, especially in legal contexts where precision is essential. As a result,

metaphors are used less frequently than loanwords in legal language, since their meaning can be easily lost or altered during translation and interpretation.

Lexical units possess both semantic and stylistic valency, that is, the ability to combine with other words. In legal discourse, word usage is marked by restricted lexical combinations. For example, fixed collocations such as *investigative actions*, *preventive measures*, *movable property*, which reflect the limited and precise pairing of terms typical in legal language.

Every specialized discourse, including legal discourse, relies on terms borrowed from ordinary language, as it is impractical to create entirely new terms for every concept. When such terms are used outside their everyday context, they can acquire specialized legal meanings and in some cases, multiple legal senses depending on the domain of law; thus, contributing to the phenomenon of polysemy within legal discourse.

While designed to reflect a nation's vision of society, legal discourse is influenced by shifting socio-political realities. To ensure clarity, laws are drafted with precision, using complex linguistic structures to minimize ambiguity. However, legal discourse faces challenges across jurisdictions, languages, and cultural contexts, particularly in global trade, where law increasingly transcends national borders [66]. Strong cultural connections of legal discourse are evident not only in its specialized terminology but also in the way legal writing and conventions vary across different cultures.

As international interactions between nations, organizations, and individuals continue to grow, the need for comparative studies of legal language has become more pressing. Kazakhstan being a bilingual country equally uses both Kazakh and Russian language in legal discourse and although due to a language contact the difference in cultures in legal discourse may not be obvious; however, coming from different language groups there are apparent challenges in a translation process. Due to globalization and the existence of numerous legal firms with foreign elements and Astana International Finance Center (AIFC) where English law is employed, the use of English has also been increasing. It also raises questions about how we approach legal discourse in multilingual and multicultural contexts considering that laws often go hand in hand with government policies, which may influence the interpretation of legal texts. Cultural norms and expectations might cause legal contract language to be interpreted differently, causing misunderstandings or disagreements.

In conclusion, legal discourse can be identified and analyzed through a distinct set of criteria that reflect its unique institutional, functional, and linguistic character:

- institutionally authorized and ritualized. Its authority is not just in the words, but in the specific institutions (courts, legislatures) that produce it.
- performative and regulatory. It does not merely describe reality but actively shapes it by enacting laws, imposing obligations, and resolving disputes.
- text-centered and precedent-based: legal arguments are strictly grounded in a body of authoritative written texts, such as statutes, constitutions, and prior judicial decisions (precedent).

- specialized and coded language: it employs a highly specialized and conservative vocabulary (jargon) and syntax.

- neutral and impersonal tone: legal discourse strives for a tone of objectivity, neutrality, and impersonality. It avoids emotive or aggressive language in favor of rational, logical argumentation

- systematic and cohesive: it is presented and perceived as a unified and internally consistent system. All of its components, from individual texts to legal principles, are meant to be interconnected, coherent, and logically structured.

Ultimately, it is the interplay of these features that distinguishes legal discourse from all other forms of communication, cementing its status as the definitive and authoritative language of social order.

1.3.3 The Intersection of legal discourse, texts, and genre

Some researchers use the terms "text" and "discourse interchangeably. A. Trosborg suggests that the distinction between text linguistics and discourse analysis is not always clear-cut, proposing that "text" and "discourse" can be used interchangeably, as both can refer to various forms and functions of language [67]. A different way to distinguish between "text" and "discourse": while a text is something fixed and static, discourse is more dynamic; it's something that happens in real time, as we speak or listen. With text, the focus is usually on its structure and the specific parts it is made of. But when it comes to discourse, the emphasis shifts to how language functions in communication [68].

In the 1970s, linguists began to draw a clearer distinction between the terms *text* and *discourse*, which had often been used interchangeably in European linguistic traditions. This differentiation was made by introducing the concept of *situation* into the discussion. Discourse was redefined as a combination of text and its situational context, while a text was described as discourse stripped of that context. Still, it is important to recognize that understanding a text is never completely separate from the circumstances in which it is read. Every act of reading is shaped by the reader's individual perspective, state of mind, and the broader context in which the text is encountered [69].

A legal text can be understood as any text written in legal language and/or used by both legal professionals and non-specialists for legal purposes within legal contexts. These texts are considered special-purpose texts that fall under the broader category of legal discourse. What sets legal texts apart from other types of texts are their internal and external characteristics, specifically, their function, structure, and language [70]. Legal document texts are a core part of legal discourse. They do not just convey information or aim to persuade; they also reflect the author's social and practical standpoint [71].

Many authors, when discussing legal discourse, outline *genre*. While numerous studies on legal discourse and legal translation specifically have mentioned the genres of legal texts, few have offered a detailed or systematic classification of them. This may be attributed to the inherent complexity of the legal field and the wide range of legal texts, which often makes it challenging to assign a specific text to a clearly

defined genre [70]. According to N.M. Abisheva, legal discourse comprises two main types: direct communication between participants and written texts, including normative acts, commentaries, contracts, court rulings, and various legal documents, from identity papers to financial instruments. [69, p. 47].

According to J.M. Swales, the genre is “any distinctive category of discourse of any type, spoken or written, with or without literary aspirations” [72, p.33]. The topic has grown into a specialized area within anthropocentric linguistics. In K. F. Sedov’s work, the term 'speech genre' refers to the verbal expression of a typical situation of social interaction between people [73] I.V. Palashevskaya has also explored the role of genre in legal discourse, emphasizing that specific genres can be distinguished based on the participant’s status and communicative purpose. For instance, investigators commonly engage with forms such as interrogations, requests, rulings, orders, subpoenas, and motions, while courts, in procedural contexts, issue decisions in formats like rulings or determinations; these actions are often interconnected, with one serving as the basis for another [74]. T.N. Khomutova and E.A. Shefer take an integrative approach to genre, viewing it as a type of text that shares common formal and semantic features and reflects similar social actions within recurring sociocultural contexts [49, p. 48].

Some authors give broader types of genres of legal discourse, for example, while scholars often distinguish between legislative and judicial legal discourse, M.V. Batyushkina, L.M. Degtyareva and M.N. Fedulova suggest traditional separation of powers approach, categorizing legal discourse into legislative, executive, and judicial sub-discourses [75,76; 62, p. 72]. Each subtype reflects the communicative practices unique to its institutional role and function. These legal sub-discourses have also been examined by various researchers, each offering specific definitions and highlighting their distinct characteristics. According to L.M. Degtyareva within legal discourse, three main genres are identified [76]:

1) legislative / law-making genre – realized through speech genres such as contracts, laws, codes, constitutions, decrees, orders, charters, and others.

2) judicial / law-enforcement genre – realized through speech genres such as legal claims, testimonies, protocols, court decisions, expert opinions, and others.

3) administrative genre – realized through speech genres such as instructions, memos, summons, forms, and similar documents.

Kazakh scholars G.K. Togzhanova and D.A. Satenova identify the primary genres of legal discourse as judicial speeches, legislative texts, interpretations of legal terms, and expert reports. They emphasize that the first three genres represent "pure" legal discourse, as they are crafted within the legal domain and exhibit unique linguistic features [77].

Subtypes of legal discourse reflect the diverse institutional contexts in which legal communication takes place. As M.N. Fedulova notes, legal discourse comprises several key subtypes, each defined by its institutional function and communicative purpose. Legislative discourse is responsible for the drafting and enactment of legal acts by legislative bodies, such as statutes and accompanying commentaries that establish legal norms. Judicial discourse operates within the courtroom setting and encompasses

procedural documents produced during legal proceedings, culminating in a final verdict. Administrative discourse, on the other hand, arises in the professional activities of governmental and non-governmental institutions and includes documents such as orders, directives, and memos that assign legal force to actions and individuals in accordance with the law [62, p. 71]. These subtypes collectively illustrate the functional and textual diversity of legal discourse.

Moreover, Y. Maley also explained the legislative discourse as a distinct genre with a recognizable and structured format, similar to other discourse types like narratives or conversations. Y. Maley refers to Hasan's concept of "generic structure potential," which suggests that statutes are composed of both obligatory and optional elements, typically organized in a fixed and recognizable sequence [39, p.18]. Typically, a statute is generally structured in three main parts. It opens with preliminary content, which may include the long and short titles, a preamble, and the enacting clause. The central portion of the statute is typically arranged into sections and subsections, and often organized into distinct parts that address definitions, substantive provisions, or procedural matters. The final section usually includes schedules that provide additional information and definitions. Although the exact structure may vary by jurisdiction, the sequence of elements remains consistent, making legislative discourse a highly regularized and formalized type of legal language [39].

Argument structure is crucial in judicial discourse. Logical, well-supported arguments are needed to apply legal principles to specific instances in legal reasoning. These arguments usually have a statement of the subject, the relevant law, an application of the law to the facts, and a conclusion. Judgments and courtroom debates mirror this pattern. Live, dynamic interactions between judges, lawyers, witnesses, and jurors make courtroom conversation a rich field of legal discourse studies. The usage of language, who can speak, and when are strictly regulated in court. These standards promote justice and order in legal procedures and shape information presentation and interpretation. Leading questions and strategic fact-framing are used to elicit certain responses from witnesses during examination and cross-examination. Courtroom discourse illuminates these exchanges and legal power dynamics [78].

Legal discourse intersects with multiple domains, making it impractical to study it in isolation. A comprehensive understanding of legal discourse requires consideration of insights from other fields, especially when the goal is effective legal regulation. One of the key challenges is its inherently interactive nature. It often involves communication between legal professionals and laypeople. This interaction raises important questions about how legal norms are established and how legal language regulates behavior and responses. Modern approaches to discourse emphasize the importance of extralinguistic factors such as social, cultural, and institutional contexts, particularly in the drafting and interpretation of normative legal texts.

Conclusions for Chapter One

In this chapter, we examined the historical development of the concept of "discourse" within both general linguistics and the specialized domain of legal studies,

drawing from domestic and international scholarly literature. We identified key features, theoretical approaches, and the functional nature of discourse, particularly legal discourse.

For the purposes of this dissertation, we adhere to an understanding of discourse as language in use as a social practice, intrinsically linked to context, power, and institutional functions, drawing significantly from the perspectives of M. Foucault, N. Fairclough, and T. Van Dijk.

- Legal discourse, specifically, is understood as a specialized, institutional form of communication characterized by unique linguistic features, communicative goals, and participant roles, serving to constitute alities.
- The evolution of discourse theory leads to a shift from structuralist views of language as a static system to dynamic, socially-oriented models that emphasize the contextual nature of communication.
- Discourse serves as a powerful tool for shaping social reality, constructing identities, roles, and relationships, while also reinforcing or resisting institutional norms.
- Critical Discourse Analysis (CDA) established how language functions to establish authority and reflect power relations.
- Legal discourse, as a form of institutional discourse, performs both performative and prescriptive functions, reinforced by the authority of legal institutions
- Legal discourse is distinct from closely related political discourse in its domain, communicative orientation, and goals. While political discourse often seeks to influence public opinion through persuasive and emotional language, legal discourse is oriented toward regulating social relations, interpreting legal norms, and ensuring procedural order.
- The term *legal discourse* is considered the most appropriate to encompass the various forms of language used in legal contexts, as it captures the complexity of legal communication without oversimplifying its structure.
- The distinction between “text” and “discourse” were clarified, highlighting that legal meaning is not solely inherent in written statutes but is constructed through processes of interpretation within specific institutional and social settings.

2. THEORETICAL FOUNDATION OF LEGAL LANGUAGE

2.1 Definitions and characteristics of legal language

The legal language is usually perceived as a complex, very technical and specialized language that could only be understood by legal professionals. The legal language is not a language in the conventional sense similar to Kazakh or English; however, its complex terminology sets it apart from the extent that it may seem foreign to native speakers of these languages at times.

Legal language, also known as the language of the law, law language, legalese, or legal jargon, typically refers to the specialized language used in legal discourse, and encompasses laws, statutes and legal documents.

There is no single clear definition of legal language, and it is not right to assert that one definition is more accurate than another. Some authors made a distinction between “legal language” and “language of the law”. D. Kurzon argues that the terms "language of the law" and "legal language" are not interchangeable. He asserts that "legal language" relates to the language “used when people talk about the law”, while the "language of the law" pertains to the language employed in “text-types such as statues, contracts, wills and deeds” [79, p. 284]. Legal language serves as a “meta-language” for discussing law broadly; whereas, the language of the law specifically refers to the language in which legal documents are drafted [44, p. 121].

A. Trosborg disagrees with D. Kurzon’s view on the distinction between “legal language” and “the language of the law” arguing that “the language of the law as part of legal language” [80, p 4]. A. Trosborg critiques D. Kurzon’s strict twofold division and argues for a more nuanced classification of legal language based on subdomains, communicative situations, and socio-pragmatic aspects. She believes that the way legal language is used depends on factors such as the relationship between the sender and receiver (e.g., expert to layperson) and the communicative function.

Some Russian scholars also support this distinction. For instance, N.A. Vlasenko identifies two key terms: “legal language” and “language of the law”. However, his interpretation differs from those of D.Kruzon and A. Trosborg. According to N.A. Vlasenko, “legal language” encompasses the broader legal vocabulary used across the field of jurisprudence, whereas the “language of the law” refers more narrowly to the terminology found in normative legal acts and official interpretations [81].

D. Kurzon and A. Trosbor’s definitions of “legal language” are more focused on the language used in discussions about the law; on the contrary, N.A. Vlasenko’s interpretation focuses on the legal terminology of the law. Additionally, while D. Kurzon's “language of the law” refers specifically to the language used in drafting legal documents, N.A.Vlasenko's definition highlights its presence in regulatory legal documents and official interpretations. Essentially, D. Kurzon and A. Trosbor’s definitions emphasize the communicative aspect of legal language, while N.A. Vlasenko's definition emphasizes the usage of legal vocabulary across legal contexts.

According to I. Sabo, a Hungarian legal scholar, “what is termed ‘legal language’ is essentially nothing more than ordinary language supplemented with special expressions, technical terms, in other words, a language that more precisely uses

expressions encountered in everyday life." [82, p. 271]. V.Y.Turanin disagrees with I. Sabo's interpretation stating that "there is a common literary language, and there are literary sublanguages necessary for describing specific phenomena and processes characteristic of particular fields of knowledge, possessing all the features of a literary language but also having their own characteristics [83, p.8]. V.Y. Turanin argues that legal language is not merely a standard language supplemented with technical terms, but rather an entire sublanguage. Moreover, V.Y.Turanin conditionally divides legal language into three main functional varieties: the language of legal science, the language of legal practice, and legal spoken language. The language of legal practice includes regulatory legal acts, such as laws, subordinate acts, and law enforcement documents.

F. Schauer points out that legal language functions distinctly from everyday language, forming a specialized system with its own rules and terminology. He illustrates this with examples such as *assumpsit*, *res judicata*, *interpleader*, and *covenants running with the land*, terms that are rarely, if ever, used by the general public. F. Schauer emphasizes, "law not only contains some of its own technical language, but that the definitions of such words and terms are created by the law itself" [84, p.35]. To understand the meaning of *interpleader*, for instance, one must be familiar with the law governing it.

P. Tiersma, in his book *Legal language* describes legal language as a "variety of English" rather than a separate language [42, p. 49]. He mentions some people think that legal language is a myth and that the law can be conveyed in plain English. While he agrees that this might be possible in theory, he argues that in practice it is not feasible because the extensive technical vocabulary used in law is not fully comprehensible to the general public [85].

Moreover, P.Tiersma highlights that legal interpretation in legal language differs significantly from how people typically interpret everyday texts. Judges approach legal texts with specific interpretive frameworks [86]. For example, *intentionalist judges* focus on discovering the purpose behind a law by examining legislative history, earlier versions of the text, debates, and reports. They treat these materials as potential indicators of legislative intent. In contrast, *textualist judges* limit themselves to the statute's actual wording and may refer to related laws or dictionaries. They often apply established principles of legal interpretation, known as canons of construction, but deliberately avoid considering external materials like legislative debates or motives. Therefore, it is a complicated domain that cannot be seen just as a part of ordinary language or simply as an ordinary language for specific purposes.

A.N Shepelev defines legal language as a system of ways and rules of verbal expression of concepts and categories, developed and used for legal regulation of behavior in society [87]. He emphasizes that legal language is shaped not only by legal tools but also influences them in return, highlighting their mutual interdependence. He concludes that legal language is a system in which language serves as a means of implementing law. In his opinion the legal language is a functional variety of a natural language with distinct application and linguistic norms, including phraseology, vocabulary, and terminological hierarchy. It has specific morphosyntactic, semantic,

and pragmatic features and is used in various social roles such as filing lawsuits, initiating cases, and defending in court [88]. A.N Shepelev disagrees with N.N. Ivakina's statement that the language of law is primarily the language of legislation and that linguistic means used in the law are employed in all legal documents as a standard. He argues that legal language is not limited to legal documents.

The lack of a clear definition of legal language complicates the establishment of criteria for identifying the users of the legal language. H.E.S. Matilla acknowledges that legal language may be used by citizens since laws are written for the entire population, but it is primarily employed by lawyers [89]. Jopek-Bosiacka in her book *Legal Communication: Cross-cultural Perspectives* states that the language of law is used by individuals with legal qualifications, such as lawyers engaged in a range of professional tasks, including drafting statutes and creating contracts [90]. While the general public may recognize legal terms, members of the legal profession are presumed to have a more comprehensive understanding of its scope. We believe that the legal language used in laws is not intended for the general public, even though it addresses their rights and obligations. Each law is filled with terms that are not straightforward. While the meaning might seem clear at times, there are often deeper nuances that only legal professionals understand based on their experience. Moreover, the legal language is referred to as *legalese*, which according to Cambridge dictionary is "a language used by lawyers and legal documents that is difficult for ordinary people to understand [91].

This raises the question of whether juries, who also play a role in the interpretation process, can be considered users of legal language. In fact, jurors - ordinary citizens without formal legal training also play a crucial role in the justice system by evaluating evidence and determining the factual basis of each case.They are nonetheless expected to interpret legal instructions and apply legal standards to the facts of a case. Originally, judges provided no formal instructions, leaving jurors to rely on intuition alone, a practice that proved both inconsistent and unfair. Over time, courts recognized the need for clearer direction, and by the early twentieth century judges routinely began issuing oral instructions to explain the relevant law. In the United States, this evolution culminated in a landmark proposal by Judge William J. Palmer in 1935. He urged the creation of a standardized set of jury instructions for civil cases to reduce duplication of effort and promote uniformity. A modern version of this original instruction manual continues to be used in California today, now referred to as the *Book of Approved Jury Instructions* (BAJI). These "pre-approved" instructions were drawn almost verbatim from statutes and judicial opinions [92]. This development reflects the growing recognition that legal language, while traditionally the domain of legal professionals, must also be made accessible to lay participants like jurors, whose ability to understand and apply the law directly impacts the fairness and consistency of legal outcomes.

There will be more confusion and more discussion revolving around the definition and functions of the legal language as the language contacts enlarges and due to the expansion of globalization. We think that legal language definitely is not certainly

limited to laws and legal documents and always involve legal professionals and legal terminology.

Despite varying definitions, legal language has certain defining characteristics:

1) Legal language includes legal terminology, jargon, and Latin maxims. While Latin maxims were once very popular, their use has significantly declined in modern legal practice, although some remain in use.

2) In the contemporary world, legal Anglicisms have become widespread, with English now functioning much like Latin did in earlier centuries, as lawyers across the globe adopt English terms as part of their legal lexicon.

3) Legal language is highly formal and typically devoid of metaphors or emotional expressions, as highlighted by E.S. Matilla, who argues that metaphors are generally absent in legal discourse. However, he acknowledges that certain terms, like "burden of proof," do have metaphorical roots, demonstrating that metaphorical expressions can be used in legal language to clarify complex concepts [89, p. 102].

4) It is directed towards a specific audience. For example, in court, only those involved in the case use legal language, while in a law firm, it is primarily used by legal professionals.

5) Its scope extends to both written and oral forms of legal communication, encompassing everything from statutory texts and contracts to courtroom speeches and legal advice.

P. Tiersma identified several common linguistic characteristics of legal language: it is often “archaic, formal, unusual and difficult terminology”, impersonal constructions, passive constructions, nominalizations, negation, and long, complex sentences, wordiness and redundancy” [85, p.28]. However, he acknowledges that some of these features are specific to certain types of legal language or are not as prevalent as they once were. He concludes that the primary distinction between legal and ordinary language lies in the greater use of technical vocabulary in legal language [85].

We believe that one of the characteristics of legal language is that it is not universal, which often leads to challenges in translation and finding equivalent terms. The existence of two major legal systems based on precedent and the other on codification results in different regulations and terminology that may not be used in both systems. However, the globalization of business fosters international relationships that sometimes necessitate an understanding of technical terms, including legal ones, to prevent misunderstandings.

In the European Union, agreements are commonly written in English or French and later translated into member states' languages. Opting for English in drafting contracts does not give it an advantage, often leading to disputes when interpreting terms in courts to resolve conflicts. While some scholars suggest to create universal terms to better understand legal language, anthropologists argue that language is culturally bound. Misinterpretations of legal terms can lead to misunderstandings, as each society and culture has its unique legal order with distinct institutions, practices, and ideologies, evolving within its social context. As a result, neologisms are often developed in English and French within the EU, eventually appearing in member

countries' languages as equivalents or loanwords. Over time, English has become the dominant language for creating these neologisms within the EU.

Law is divided into various fields, each with its own specialized legal terminology that is not commonly used outside of its domain. However, some terms are used similarly across related fields of law. Additionally, there are non-legal terms that are often perceived as legal terms. For instance, most of the terminology in laws concerning securities, the stock market, trade, and banking consists of financial and business terms.

We agree with the viewpoint that legal language should be treated as a sublanguage, especially over the last two decades, due to globalization and technological advancements such as artificial intelligence. Additionally, the intensification of interactions between various foreign entities has contributed to the evolution of legal language. We cannot view it simply as a standard language with technical terminology.

Legal language is much more than a list of technical terminology or a collection of challenging maxims that are only used by lawyers. It is a dynamic, evolving sublanguage that is shaped by its users, environment, and function. While scholars continue to debate its precise definition, what becomes clear is that legal language cannot be reduced to ordinary language with added jargon. Legal language stands apart from everyday speech because of its formal structure, technical vocabulary, and unique ways of interpretation. At the same time, the role and reach of English in legal contexts are constantly evolving, influenced by globalization, international legal collaboration, and its growing importance in global legal systems. The challenges of translation, cultural specificity, and legal system diversity remind us that legal language is deeply rooted in societal and institutional frameworks. As the world becomes more interconnected, the need for clarity, accessibility, and shared understanding in legal communication becomes increasingly important not just for legal professionals, but for everyone affected by the law. Recognizing legal language as a sublanguage acknowledges its complexity while also opening the door for more inclusive and effective communication in legal contexts.

2.2 The development and features of Legal English

P. M. Tiersma and D. Mellinkoff made significant contributions to the analysis of Legal English. Peter Tiersma conducts a thorough analysis of legal English in his book *Legal Language*, explaining its historical evolution and the reasons for ongoing use of legalese in the legal industry [42]. David Mellinkoff, a former attorney and law professor at UCLA, published his renowned book The *Language of the Law* in 1963, providing a comprehensive exploration of the origins and evolution of legal language. D. Mellinkoff describes legal language as “the customary language used by lawyers in those common law jurisdictions where English is the official language” [43, p.3]. From his definition, we can observe that he emphasizes Legal English rather than legal language; however, he also refers to legal language as “the language of law”.

To understand legal English, it is essential to explore its historical context. The evolution of legal English is closely connected to the history of Great Britain and its

common law tradition. As P. Tiersma emphasized, “legal English is a product of its history. It is a story of Anglo-Saxon mercenaries, Latin-speaking missionaries, Scandinavian raiders, and Norman invaders, all of whom left their mark not only on England, but on the language of its law” [93, pp.7-25].

Until the Roman occupation in the first century A.D., Celtic was the predominant language of Britain and it was Celtic that welcomed the first Anglo-Saxon invaders in the mid-fifth century [43, p. 37]. However, the influence of Celtic on Legal English is minimal.

Following the departure of the Romans, the Britons found themselves vulnerable to attacks from the Picts and Scots, leading them to seek aid from Germanic tribes. Over time, these Germanic warriors settled, and their dominance in what is now England became so extensive that the region came to be known as Angle-Land, where the Anglo-Saxon language was spoken [42, p. 10].

Some English terms such as "witness", “will”, “moot”, “oath” originated from Anglo-Saxons. One notable Anglo-Saxon influence in legal English beyond vocabulary is the use of alliteration, as seen in phrases like “to have and to hold”, which persists in contemporary marriage vows despite the disappearance of many other alliterative expressions [93]. It is hardly possible to claim the existence of Legal Old English in the same manner we refer to legal English today, given the absence of legal professions during that era”. However, there are still some Old English terms like “hereafter”, “hereof”, “herein”, and others that are used in modern legal documents.

During the 600s, the coming of Christian missionaries reintroduced literacy and the Latin language to England. Soon after, the earliest English laws were documented in writing. Some Anglo-Saxon kings established codes, and certain legal procedures like “wills” and “land transactions” were recorded in written form. While many of these documents were written in Latin, others were penned in Old English [93]. The legal language originated from Latin and remained predominant in formal documentation, including legislative texts, for an extended period.

The arrival of Vikings along the English coast led to eventual settlement. From these Scandinavians, the English adopted a crucial legal term, “law” originating from the Norse word for “lay” signifying “that which is laid down” [94].

The beginning of Anglo-Saxon law dates back to the Norman Conquest period, during which a multitude of legal concepts and procedures were introduced by the Normans and gradually integrated into English legal practices [39, p.12]. Written English stopped being actively used, yet it continued as the spoken language among the majority of the population. [95, p.20]. The emerging language was Anglo-Norman, with Norman French serving as the language of the aristocracy for matters of government and military affairs, while Latin retained its role among scholars and religion [96]. As a result, many words used in modern legal English have come from the Anglo-Norman language, such as “lease”, “executor”, “property”, “tenant” etc.

After the Norman Conquest in 1066, there was not much formal lawmaking. William the Conqueror mostly ruled through written orders, called writs, which were messages to officials or citizens telling them what to do. Later, laws started looking more like what we would recognize today. For example, the Assize of Clarendon in

1166 introduced new rules about how to handle criminal investigations. It required groups of local men to report crimes in their area, which many believe was the beginning of what we now call the grand jury [97].

In the 13th and 14th centuries, written laws were not yet seen as the definitive source of legal authority. Law was primarily based on the will of the king and his council, and even written statutes were viewed as extensions of royal command. These laws were not assumed to outlive the monarch unless reaffirmed by their successor. Judges, often part of the king's council, relied more on their memory of legislative discussions or the lawmakers' intent than on the written text. Legal interpretation was fluid as judges sometimes ignored statutes, altered them, or applied them flexibly depending on the context. This is illustrated by a judge's remark in 1305 to a lawyer: "Do not gloss the statute, for we understand it better than you; we made it" highlighting the oral and experiential nature of legal authority at the time [98, p. 23].

Latin remained the written language until the end of the thirteenth century. During this time, French had not yet attained official status, so documents from the chancelleries of the French king were recorded in Latin. The 1356 Statute of Pleading required legal actions to be conducted in English but recorded in Latin. French continued in legal proceedings until the 17th century. Latin influence persists in legal terms like "mens rea", "ad hoc", "de facto", "pro bono", "de minimis", which are still used in modern legal documents and legal communication.

In the 14th and, notably, the 15th centuries, statutes were progressively formalized in written form. This period marked a rise in their independence, as the written text of a statute itself became the law, rather than simply a documentation of Parliament's enactments. Consequently, the precise phrasing within a statute gained a novel and significant legal weight [99].

Although we do not distinguish legal English as a separate language, it has evolved into a specialized register marked by archaisms, foreign borrowings, and syntactic peculiarities. One particularly interesting historical phenomenon was the development of Law French, a technical dialect of French used by English lawyers. Y Maley notes that legal English began diverging from everyday usage as early as the Norman Conquest, setting the stage for the distinctive linguistic features we observe today [39, p. 1].

Anglo-Saxons, Danes and Normans had an impact on English Law at different times [42]. Therefore, the legal language in English shows close ties to Latin and French vocabulary. During medieval times in England, French was the dominant spoken language in court proceedings, while legal documents were commonly written in Latin and French. Importantly, the accumulation of synonyms from various linguistic layers Old English, Latin, French has created a legal vocabulary with subtle shades of meaning. This historical layering means that legal English often employs multiple terms for similar concepts ("null and void", "terms and conditions", "aid and abet"), which contributes to both precision and redundancy. At the same time, this abundance of terminology introduces potential vagueness and ambiguity, especially in legal interpretation.

Legal English has evolved over many centuries, reflecting the linguistic, political, and cultural transformations of different historical periods. As a result, its vocabulary is rich and complex, incorporating both contemporary and archaic terms that have persisted through time. Although the Anglo-Saxons did not have a distinct legal profession in the modern sense, they developed a rudimentary legal language, elements of which have survived into modern usage. Words such as “bequeath”, “goods”, “guilt”, “manslaughter”, “murder”, “oath”, “right”, “sheriff”, “steal”, “swear”, “theft”, “thief”, “ward”, ‘witness”, and “writ” are remnants of this early legal lexicon.

The very character of legal English that appears in precedents and legal reasoning stems directly from the Common Law tradition. Common Law (English Law) is one of the major legal systems in the world. In common law systems, the two main sources of law are statutes and judicial decisions. Statutes are carefully drafted and formally enacted by legislatures, requiring close analysis of their language, hence the term *lex scripta* (“written law”). In contrast, judicial rulings were historically delivered orally and known as *lex non scripta* ("unwritten law"). Interpreting these requires legal reasoning to identify the *ratio decidendi*, or the case’s underlying principle [86, p. 191]. In the English tradition, such judge-made law has often been viewed as more adaptable and refined than statutory law. Courts play a pivotal role in resolving vagueness and semantic uncertainty through judicial interpretation, setting precedents that clarify the meaning of statutes and legal principles.

Therefore, in the common law legal system, it is not only legislators who play a vital role by enacting statutes, but also judges, whose interpretations of those statutes are crucial for resolving legal disputes. Judges are often confronted with borderline cases, situations where it is unclear whether a statute applies because the meaning of a legal term is vague or its boundaries are indeterminate. According to Grice borderline cases are cases when it should be decided whether “to apply the expression or withhold it, and one’s not knowing is not due to ignorance of the facts” [99, p.77]. Borderline cases lie at the heart of the concept of vagueness in legal language, as they demonstrate that some legal concepts lack precise cutoff points, making exact interpretation difficult.

Legal linguistics, as an interdisciplinary field, examines these various forms of vagueness by analyzing how legal texts are constructed, interpreted, and applied. It provides the tools to understand how English language functions within the legal system, shedding light on the challenges of drafting precise legal provisions and interpreting them in complex, real-world contexts.

Legal English is considered as a language for specific purposes. Legal English can be grouped into different types based on who can understand it. Some forms are so technical that only trained lawyers can make sense of them, while other terms are used by people without legal training. There is also a type of legal language that may be interpreted differently depending on whether the reader has legal knowledge or not [100]. Therefore, in any scholarly exploration of legal language, an analysis of legal terminology is inevitable, as the language of law revolves around terms that articulate different legal concepts. The language of English Law uses many terms derived from

the general language but assigned a legal meaning. In the common law system, court decisions establish the meanings of terms, phrases, and even complete passages of discourse [101]. The word “consideration” in an ordinary English language means, “the act of thinking carefully about something”, “something that must be thought about when you are planning or deciding something” [102]. However, Lush J in *Currie v Misa* (1875) defined consideration as “some right, interest, profit or benefit accruing to one party or some forbearance, detriment, loss or responsibility given, suffered or undertaken by the other”. This case established “consideration” as one of the elements necessary to create a legally binding contract [103]. Another example is the term “deed”. In Legal English, the term “deed” refers to a specific type of contract in Contract Law, whereas in everyday English, it typically denotes “a thing that somebody does that is usually very good or very bad” [104]. Legal terms often embody underlying concepts or key elements that require careful consideration before their application. Consequently, these terms tend to be more complex and are often defined by court as in the *Currie and Misa* case.

Lexicographers analyze legal terms, sometimes even conducting historical research on them, and decide whether a particular term will find its place in a legal dictionary. For example, the lexicographers of the well-known Black's Law Dictionary do not always consider the frequency of a word's usage over a specific period. They simply check databases like Westlaw and Lexis (online legal information services) to see if the word has been mentioned a few times.

A team of lawyers works on identifying neologisms and writing definitions for them. They search for words in legal sources, including court opinions, legal research, and treatises. Lawyers also review journal articles and legal news magazines, including legal blogs.

In the English language, there are even concepts of legal slang included in Black's Law Dictionary. In this dictionary, you can find interesting neologisms like “yank-cheating”, “ethical wall”, “wobbler” etc. The need for the term "yank-cheating" arose with the appearance of vending machines [100, p. 187]. According to *Black Law Dictionary*, this term describes, “the illegal practice of inserting paper money into a vending machine and then removing the money... thereby retaining cash and obtaining goods illegally” [105]. “Ethical wall” is defined as “...a mechanism maintained by an organization, especially a law firm, to protect client confidentiality from improper disclosure by lawyers or employees who do not represent the client”. The dictionary contains words from general language that have acquired legal meaning, but their meaning is only understood by professionals.

The influence of legal English, particularly its terminology, extends beyond common law jurisdictions, as many legal systems and languages adopt and incorporate these terms often as Anglicisms into their own legal discourse.

A. I. Dyakov and O.A.Shilayeva categorize Anglicisms employed by legal professionals into two groups: discursive Anglicisms and terminological Anglicisms. Discursive Anglicisms are English expressions adopted in the speech of legal professionals across various fields, often reflecting diverse thematic orientations [106].

In contrast, terminological Anglicisms denote specific elements of legal practice, such as objects, actors, procedures, instruments, and outcomes.

Anglicisms are also categorized into three groups based on their authenticity: direct English borrowings, indirect English borrowings, and pseudo-Anglicisms. Authenticity, in this context, denotes the "genuineness" of the borrowing, indicating that it originated in the English language using its own linguistic elements before being adopted into the Russian language. Direct Anglicisms do not raise questions about their origin; they are recognized by formal characteristics, namely, by word-formation patterns marked with affixes such as -ment (импичмент, менеджмент), -ing (мерчендайзинг, холдинг), -er (брокер, бартер), and others. Indirect Anglicisms include English words created based on Greek or Latin morphemes. Pseudo-Anglicisms include: a) units borrowed from English by any language with a distinct meaning, used in contexts where they are not used in English; b) Russian combinations using English morphemes or imitating English word-formation or phonetics [107].

This illustrates how legal English, which has evolved into a global lingua franca for legal communication, is not only used by legal professionals across diverse cultural and legal systems but is also increasingly being incorporated into national legislation, international treaties, and other formal legal documents. Its influence extends beyond mere usage; it shapes legal drafting conventions, courtroom discourse, and the development of hybrid legal terminologies that blend domestic legal traditions with Anglo-American legal concepts.

2.3 Approaches to the concept of linguistic indeterminacy in laws

Legal language is characterized by several distinct features that are commonly discussed in relation to the language of law. One of the features is vagueness (indeterminacy) as it is crucial for understanding the complexities and nuances of legal texts and legal terminology, especially in legal interpretation. Natural language has its limits when it comes to expressing meaning with complete precision. Words can have more than one meaning, and their meanings can change over time. While such variability is common in everyday communication, it becomes particularly problematic in legal contexts. Legal linguistics engages deeply with the phenomenon of linguistic indeterminacy when the language used in laws is vague, ambiguous, or open to different interpretations, which can affect how laws are understood and applied. According to the Cambridge Dictionary indeterminacy is “of not being measured, counted, or clearly known” [108].

The concept of indeterminacy is a widely debated issue in legal theory. Legal positivism is one of the major perspectives on legal interpretation. Alongside positivism, formalism and legal realism represent other significant approaches. Scholars from the Critical Legal Studies movement argue that jurisprudence was once dominated by formalism, the doctrine that legal words have fixed meanings that determine their application [109]. Legal realism critiques this by emphasizing that legal language is not self-contained or purely logical but is influenced by social realities and external factors [110], highlighting the gap between legal terminology and the social world it seeks to regulate.

Scholars have long questioned whether legal rules can ever be fully determined, or whether vagueness is an inherent feature of legal language and reasoning. Legal scholars tend to explain the issue of legal indeterminacy from three distinct perspectives. The first viewpoint, associated with H.L.A. Hart and like-minded theorists, sees indeterminacy as a marginal concern that lies on the edges of the legal system and is not significant enough to claim serious attention. The second perspective, led by Ronald Dworkin and his supporters, holds that the problem of indeterminacy can be addressed by integrating overarching legal principles into judicial reasoning. The third view, advanced by scholars of the Critical Legal Studies movement, considers indeterminacy a core challenge within law itself, arguing that it cannot be dismissed as minor or resolved solely by appealing to general principles [111].

H.L.A. Hart in *The Concept of Law* writes: “there will indeed be plain cases... to which general expressions are clearly applicable... but there will also be cases where it is not clear whether they apply or not.” [112, p.126]. He illustrates this concept with examples like the prohibition of “vehicles” in a park, highlighting that while some applications are clear-cut (e.g., automobiles), others fall into a gray area (e.g., bicycles or toy cars). This leads to his assertion that legal rules possess a "core" where their application is straightforward, and a "penumbra" where interpretation becomes necessary. This is not a defect of rules, but an inevitable consequence of using general language to regulate conduct. This distinction between a “core” of clear meaning and a “penumbra” of uncertainty became central to later debates about legal indeterminacy.

H.L.A. Hart's idea suggests that there is an inherent "fringe of vagueness" in legal language, which leads to uncertainty or indeterminacy when applying terms to borderline or unclear cases. The notion of "open texture" is believed to have originated from Friedrich Waisman's work and is influenced by Wittgenstein's constructivist perspective from the 1930s [113]. H.L.A. Hart states, “whichever device, precedent or legislation, is chosen for the communication of standards of behaviour, these, however smoothly they work over the great mass of ordinary cases, will, at some point where their application is in question, prove indeterminate; they will have what has been termed an open texture” [112, p. 127]. He emphasizes that no legal rule can anticipate every possible scenario, and inevitably, there will be situations that the rule was not explicitly designed to address. In such cases, judges and legal interpreters must exercise discretion to determine how the rule should be applied. This concept of "open texture" suggests that legal concepts and provisions are not rigidly defined; instead, they retain a degree of flexibility, allowing them to adapt to new and unforeseen circumstances.

The concept of “open texture” remains highly relevant in modern legal language, especially as technological advancements progress at a pace that challenges the ability of legislation to anticipate all possible scenarios in which certain terms might be applied. D. Baldini and M. De Benedetto, in their article, *The Open Texture of Algorithms in Legal Language*, argue that the idea of open texture extends even to terms that might appear straightforward in everyday language. For instance, while the term "mother" traditionally had a clear definition, advances in reproductive technology have introduced new layers of ambiguity. It is no longer always evident whether "mother" refers to the egg donor or the woman who carries the fetus, illustrating how

technological developments can create uncertainty even for previously well-defined terms [114]. Moreover, D. Baldini and M. De Benedetto analyze how the term "algorithm" demonstrates open texture and how evolving technology can complicate legal definitions.

Ronald Dworkin, a widely respected philosopher of law, famously critiqued H.L.A. Hart's legal positivism, and their opposing views sparked one of the most influential debates in 20th-century legal philosophy. R. Dworkin challenged H.L.A. Hart's view in *Taking Rights Seriously* and later in *Law's Empire*. He argued that Hart's model fails to account for how judges actually decide hard cases in which legal rules do not clearly determine the outcome [115]. In these situations, R. Dworkin claimed, judges do not simply exercise discretion or create new law, as H.L.A. Hart suggested. Instead, they rely on legal principles, which are not codified rules but are nonetheless part of the law because they reflect moral standards embedded within the legal system. One of R. Dworkin's key contributions was his "right answer thesis" - the idea that even in difficult cases, there is a single correct legal answer grounded in the best moral interpretation of existing legal materials [115, p. 335].

R. Dworkin introduces the distinction between *rules* and *principles* and argues that legal positivism, by focusing solely on rules, cannot account for the role of principles in legal reasoning. He argues that principles, unlike rules, have a "dimension of weight or importance" and can be balanced against each other in hard cases. This directly challenges the positivist view that law is indeterminate in the absence of clear rules [115, p. 43]. Using the Sherman Act's restraint of trade clause as an example, R. Dworkin shows how the inclusion of the word "unreasonable" creates a hybrid form. While the provision functions as a rule by requiring courts to invalidate "unreasonable" contracts, the determination of "unreasonableness" involves considering external principles and policies, similar to how principles operate. Thus, while retaining its rule-like force, the provision becomes more principle-like, requiring judicial judgment. R. Dworkin notes that terms like "reasonable", "negligent", "unjust" and "significant" similarly blur the lines between rules and principles. He illustrates this distinction with a hypothetical example: voiding a contract due to an "unreasonable" rule mandates a specific outcome, whereas achieving the same outcome through an anti-unreasonable restraint policy allows for exceptions if other principles outweigh the policy. This flexibility, R. Dworkin argues, is a key characteristic of principles and demonstrates their crucial role in legal reasoning [115 p. 44].

Critical Legal Studies (CLS) scholars agree with R. Dworkin that legal rules are shaped by ethical principles and ideals. While agreeing with Dworkin, CLS argue that these principles often conflict and cannot be fully reconciled. Unlike R. Dworkin, who believes principles help resolve legal indeterminacy, CLS theorists like contend that judges must still choose between competing values, leading to different outcomes From their perspective, invoking principles only delays, but does not eliminate, the moment when judicial discretion and indeterminacy reappear [116]. In response to R. Dworkin's dimension of weights, CLS scholar D. Kennedy argues that, "there are no available metaprinciples to explain just what it is about these particular situations that make them

ripe for resolution. And there are many, many cases, in which confidence in intuition turns out to be misplaced" [117, p. 1724].

Some scholars argue that H.L.A. Hart's approach tends to oversimplify the complexities involved in legal interpretation and the functioning of the legal system. For example, N. Otakpor argues that Hart's position does not fully engage with the central concerns raised by legal realists, particularly the issue of conflicting rules within the legal system. In many real-world situations, legal rules may contradict one another or fail to offer a clear solution [111]. This often happens when the intent behind a law is uncertain, the wording is vague, or a new and unique case arises. In such circumstances, the legal system does not always provide a straightforward or definitive answer. By framing indeterminacy as a peripheral issue tied to the general flexibility of language, Hart is seen as minimizing its deeper significance within legal reasoning.

While some argue that legal language is "radically indeterminate" suggesting that there is never a single correct answer to questions of meaning or application T. A. O. Endicott challenges this view by arguing that the presence of vague or borderline cases does not undermine the fact that many legal expressions are applied with clarity and consistency [118, p.668]. He critiques H.L.A. Hart's metaphor of the "core" and "penumbra" by emphasizing that even where uncertainty exists, it does not mean legal language lacks structure or meaning altogether. In response, he argues that although language can be vague and its application uncertain in some cases, it would be a mistake to claim that all legal language is indeterminate. He encourages interpreting such radical claims as exaggerated critiques of overly rigid assumptions about language precision. Ultimately, T.A.O. Endicott defends H.L.A. Hart's more balanced view: while some cases are undoubtedly unclear, many are straightforward, and legal language is not inherently chaotic or meaningless. Thus, the issue is not whether indeterminacy exists, but how widespread and typical it is in legal interpretation.

Furthermore, T.A.O. Endicott distinguishes between legal indeterminacy (when a legal question lacks a single right answer) and linguistic indeterminacy (unclarity in legal language that could lead to legal indeterminacy). Within linguistic indeterminacy, there are two types: practical (when linguistic or legal competence is insufficient to determine application or consequences) and theoretical (when the very way we determine meaning is questioned). Some theorists believe the current debate focuses solely on this theoretical type. A radical version of practical indeterminacy would claim that we can never know if a word applies or what the legal consequences are [118].

A clear understanding of interpretation is crucial when addressing linguistic indeterminacy in law. R. Dworkin introduces "constructive interpretation" as a general theory of interpretation applicable to various domains, including law, literature, and art. He argues that interpretation is not simply about discovering the author's intent but about constructing a theory of the object being interpreted that best explains and justifies it. This involves finding the interpretation that makes the object the "best" it can be, considering its purpose, values, and overall coherence. R. Dworkin applies constructive interpretation to law, developing his theory of "law as integrity". He argues that judges should interpret the law as if it were created by a single author with a coherent set of principles [119, p.228].

Some scholars argue that every application of language involves interpretation, even in seemingly clear cases. However, this view risks overstating the role of interpretation. As critics point out, simple understandings such as recognizing the meaning of a stop sign do not involve weighing multiple meanings or creative choices. True interpretation occurs when the meaning of a text or rule is unclear and competing understandings must be evaluated. Confusing basic comprehension with interpretation leads to exaggerated claims of linguistic indeterminacy [118, p.673].

The vagueness of words depends on the theory of meaning one follows. Vagueness is a normal part of language use, occurring when conventions about a word's correct use become unclear or contradictory. For realists, even when conventions fail, word meanings still contribute to interpretation [120, p.308]. M. Moore, a prominent philosopher, has significantly contributed to the discussion of metaphysical realism within the legal domain in his works. For M. Moore a word refers to "a natural kind of event that occurs in the world and that it is not arbitrary that we possess some symbol to name this thing" [120, p. 249]. The defining characteristic of a natural kind is a property or group of properties that must be present for something to belong to that kind [121]. Thus, legal terms in the laws can be understood according to the most accepted understanding in the world.

M. Moore emphasizes three main reasons favoring realist semantics over conventionalist alternatives in legal interpretation. Conventionalist semantics holds that word meanings are fixed by social conventions, which can break down in novel cases, leading to indeterminacy. First, realist semantics aligns with how people generally use language; they refer to kinds without fixing meaning by personal definitions, expecting reality and science to determine meaning. Second, it lets judges update the understanding of legal terms based on new knowledge without changing the law itself. Third, realist semantics provides enough meaning to resolve difficult or novel cases, preventing gaps that would force judges to create new law and ensuring consistent, predictable decisions [122].

M. Moore extends the concept of metaphysical realism to statutory terms, using the example of *Regina v. Ojibway*, a hypothetical case created by W. Barton Leach. Leach argued that even explicit legislative definitions cannot fully and precisely delineate terms like 'bird.' In this case, a pony with a feather pillow was considered a "bird" under a law prohibiting the killing of small birds [120]. M. Moore suggests that judges should balance the explicit legislative definitions with their understanding of the underlying natural kinds. He claims that "keeping legal ·meanings close to ordinary meanings enhance predictability in the application of law and, hence, liberty". [120, p. 329].

M. Moore's philosophical position maintains that the world exists independently of our perceptions, and our language can accurately refer to entities in the real world. In his view, if legal words refer to real-world entities with specific qualities, understanding these qualities can improve our interpretation of the law. This could make legal decisions less reliant on personal opinions and more grounded in objective facts [123].

We agree with M. Moore's assertion that metaphysical realism offers a flexibility that conventionalism lacks. As circumstances change, the meanings of words in laws may also evolve, and metaphysical realism allows for immediate adaptation to these changes. However, while M. Moore argues that metaphysical realism applies to both natural-kind terms and evaluative terms, we are not entirely convinced. Natural-kind terms are often more straightforward to define due to their tangible nature, whereas terms with moral content are more abstract and can be interpreted subjectively based on an individual's worldview and beliefs. We believe that with regard to evaluative terms the approach of epistemological skepticism is unavoidable, as the interpretation of legal texts is inherently subjective and merely an assertion of the judge's personal power rather than an objective analysis.

F. Schauer argues that M. Moore's stance on metaphysical realism should be seen more as a discussion about how legal rules are applied rather than about the meaning of words or metaphysical concepts themselves [124]. F. Schauer suggests that Moore's emphasis is not on the inherent meaning of legal terms, but on how judges and interpreters choose to apply those terms in practice.

Furthermore, judges often rely on interpretive canons to resolve vagueness in legal texts. These canons serve as guiding principles, such as the *ordinary meaning rule*, which favours interpretations consistent with general usage; *the rule against surplusage*, which avoids constructions that render any words redundant; and the *whole act* or *whole code rule*, which assumes consistency of word usage within the same statute or across related legislation [125]. In Posner's opinion, "the conditions under which legislators work are not conducive to careful, farsighted, and parsimonious drafting. Nor does great care guarantee economy of language; a statute that is the product of compromise may contain redundant language as a byproduct of the strains of the negotiating process" [126, p. 281]. What he observed really highlights a key problem: it is tough to make laws super clear when the process of creating them is often messy and driven by politics.

The inherent vagueness in language is what allows the law to operate effectively. Vagueness in language allows laws to be adaptable to a wide range of situations without requiring constant updates and it provides judges and legal practitioners with the discretion to interpret and apply laws in a way that considers the specific nuances of individual cases. G.C. Christie notes that particular focus is given to two legal techniques that rely specifically on the vagueness of language for their effectiveness: "the purposive search for vagueness" and "the purposive use of vagueness" [127, p. 886]. G.C.Christie discusses how vagueness in language is not merely accidental but often the result of a purposeful search. He argues that individuals are frequently motivated to find or even introduce vagueness in legal language because of a fundamental tension between the desire to obey lawful directives and the wish to resist those considered unjust or unreasonable. Where there seems to be no vagueness, vagueness and even ambiguity will be introduced; any hint of vagueness will be taken advantage of. Once vagueness is identified, individuals can select the interpretation they prefer. Strong incentives often drive individuals to search for vagueness in language and even intentionally to create new vagueness …" [127, p.889].

Regarding “the purposive use of vagueness”, G.C.Christie asserts that vagueness serves certain functions in law, allowing people to employ language to attain more advanced methods of social control. For instance, vague language in legal directives can be used to delay final decisions. The ability to use vague language instead of technical terms by legal practitioners helps them achieve desired outcomes [127].

However, G.C. Christie notes that vagueness offers essential flexibility to normative systems, allowing society to guide behavior without committing to overly rigid rules. Without it, regulators face a dilemma between no guidance at all, or the unworkable task of specifying every possible scenario. Attempts to over-regulate often lead to the deliberate reintroduction of vagueness to correct the rigidity of overly precise rules [127, p. 890].

Furthermore, G.C.Christie highlights an interesting example from the *Restatement of Contracts,* which defines a contract as a promise or set of promises for which the law provides a remedy in the event of a breach. The drafters intentionally postponed the definition of “breach of contract” until the concept of “contract” had been fully explained, presuming that readers would have a basic understanding of the term. This could lead to circular reasoning if the drafters had tried to define “a breach of contract" right after defining “a contract” [127]. In some legal contexts, circular definitions are a real risk and what G. C. Christie is implying is that the issue of vague or self-referential definitions is not uncommon in legal drafting. However, by using this approach, the drafters can progress step by step because their readers already have a basic understanding of the term “breach”, which makes their task easier [127, p.893].

Unlike ordinary conversation, where a speaker can clarify vague statements, legal language often lacks such immediate recourse. Although legislatures can amend statutes to correct misinterpretations, legal interpretation usually must rely on internal mechanisms. However, the law provides certain tools to address vagueness, such as interpreting ambiguous contract terms against the drafter, applying the principle of lenity in criminal law to favor defendants, and using established interpretive canons in various legal domains like statutes, contracts, and constitutional law [128].

Law demands precision to avoid misinterpretation, which is why legal language is rich in technical terms or 'terms of art.' Nevertheless, like everyday language, it also exhibits considerable vagueness and ambiguity. Although both terms, vagueness and ambiguity, are widely discussed by scholars, they are often not clearly distinguished from one another. According to N. Otakpor vagueness in legal language often stems from the inherent imprecision of language, while ambiguity arises from lexical issues [111, p.114]. R. Poscher claims that “ambiguity, then, is about multiple meanings; vagueness is about meaning in borderline cases” [129, p.4]. L. Solan asserts, “a case of vagueness is by definition a hard case. It requires the judge to decide between two closely related interpretations of a law that can be construed either way. This closeness in meaning does not generally hold for cases of linguistic ambiguity. In most instances of ambiguity, in contrast to vagueness, the potential meanings are quite remote from each other” [125, p. 233].

R. Sorensen asserts that the difference between vagueness and ambiguity can be difficult to see because many words have both qualities, showing it in the example of

the word “child” [130]. The word "child" can be ambiguous between "offspring" and “immature offspring”. The speaker can clarify their intended meaning by specifying which definition they meant. However, the vagueness of “immature offspring” means the speaker cannot arbitrarily decide that anyone under 18 is a child; therefore, if it is vague borderline cases may not be resolved.

Whether two or more meanings connected to a particular phonological form are distinct (ambiguous) or combined as non-distinguished subcases of a single, more general meaning (vague) is what distinguishes ambiguity from vagueness. Banks are a common example. The meanings of “financial institution” and “land at river edge” are intuitively extremely different; in contrast, the meanings of “father's sister” and “mother's sister” are intuitively combined into one, “parent's sister”. Therefore, vagueness equates to unity and ambiguity to the separation of several meanings [131].

Many conventionalists accept that language conventions sometimes fail to resolve novel cases, leaving such cases indeterminate. M. Moore discusses “shallow conventionalists”, who argue that closure rules can resolve legal uncertainty when conventional sources run out. For instance, the rule of lenity in criminal law holds that if an act is not explicitly prohibited, it is presumed to be lawful [123, p. 134]. However, Moore raises two key criticisms of this approach: first, such closure rules are rarely found in mature legal systems; second, even where they exist, they fail to eliminate indeterminacy arising from vagueness.

This theoretical limitation becomes evident in actual case law, where legal uncertainty often arises not from a lack of rules, but from the inherent linguistic challenges of statutes. For instance, in *Liparota v. United States*, the Court faced a statute using the word "knowingly" and had to decide whether the defendant must know only that he was selling food stamps, or also know that the act was unlawful. Recognizing “unresolved ambiguity”, the Court applied the rule of lenity in favor of the defendant. Similar interpretive issues arise in wills, such as whether a bequest to “grandchildren” includes only those known at the time of writing or all living at the time of death. While syntactic and semantic ambiguities do occur, they are far less pervasive than vagueness, which remains the dominant source of linguistic uncertainty in legal interpretation. Courts employ multiple approaches to address such vagueness, but lack a unified method, resulting in broad judicial discretion [125, p. 234].

D. Mellinkoff, in his book *The Language of the Law*, explains that striving for "extreme precision" leads to the use of specific terms or their particular order to avoid ambiguity. However, D. Mellinkoff argues that common law inherently accommodates ambiguity, stating that "the flexibility of common law is reflected in its language” [43, p. 394]. M. Moore also addresses this perspective, describing a group of conventionalists he refers to as “rich conventionalists,” who believe that a sufficiently extensive body of legal rules can eliminate indeterminacy by covering all possible legal scenarios [123, p.135]. However, M. Moore challenges this view, arguing that “the more rules there are, the more chance of overlap between terms that have conflicting legal remedies attached to them,” ultimately increasing rather than reducing uncertainty.

Given that vagueness is an intrinsic and even functional feature of legal language, it becomes crucial to categorize how this indeterminacy manifests in practice. Many legal theorists distinguish qualitative (combinatorial) and quantitative (soritical) vagueness. Qualitative or combinatorial vagueness "stems from an indeterminacy as to just what combination of conditions is sufficient or necessary for the application of the term" [132 p.87]. For example, *religion* is considered combinatorial as it is not clear what necessary attributes are that determine whether an object fits a particular term. Central to the philosophical debate is soritical (or quantitative) vagueness, where predicates lack a sharp cut-off point along a gradable dimension (e.g., "red," "heap," or "bald") and speakers cannot reliably identify where a predicate stops applying [133]. S. Soames discusses the *sorites paradox* in his *Understanding Truth* as a key challenge posed by vague language. He states, "if a predicate is vague, then there are clear cases in which it applies, clear cases in which it does not apply, and a range of indeterminate cases in which it is unclear to varying degrees whether it does or does not apply". [134, p. 205] Predicates like "heap," "bald," or "poor" lack precise boundaries, leading to paradoxes when we apply seemingly logical reasoning [133]. R. Poscher argues that the *sorites paradox* highlights the limits of vague terms, but in real-world contexts, especially in law, it rarely causes serious problems. He explains that the paradox arises because people do not form intentions at extremely fine-grained levels of distinction [133, p.80]. For example, someone may want a "red car," but has not decided whether a very reddish-orange car fits that desire. At this fine level, decisions become arbitrary. In legal contexts, R. Poscher notes that, "the law focuses at a coarse-grained level of granularity and knows that the very-fine-grained decisions that the sorites argument aims at are arbitrary with respect to the substantive issue". For instance, abortion laws may distinguish between the first and third trimester, but do not debate day-by-day changes. The law pragmatically avoids fine-grained sorites issues by relying on practical, often round-numbered distinctions [133, p.81].

Furthermore, R. Poscher distinguishes pragmatic vagueness from semantic. Pragmatic vagueness refers to the uncertainty or vagueness that arises not from the words themselves, but from the context in which they are used. R. Poscher argues that pragmatic vagueness is essential for legal interpretation as "law is not about the semantics but about the pragmatic shaping of social relations in the broadest sense" [129, p. 13]. According to R. Poscher, vagueness in speaker meaning is fundamentally pragmatic; it arises from vague communicative intentions [133, p.75]. Speakers often refrain from precisifying because doing so entails decision- and opportunity-costs. Whether and how we precisify depends on practical considerations, not linguistic [or ontological constraints. In law, this pragmatism justifies the use of vague terms, delegating precisification to courts or agencies. R.Poscher states, "just considering the number of issues that modern legislation has to regulate it is easy to see why the same holds for legislators. They would be overwhelmed by the decision- and opportunity-costs incurred were they even to try to precisify every regulation" [133, p.76]. Pragmatic vagueness acknowledges that the intended meaning of legal provisions can vary depending on the context in which they are applied.

This view aligns with A. Marmor's analysis, which highlights that communication is often underdetermined by the semantic content alone and is shaped by contextual assumptions and normative frameworks shared between speakers and hearers. While pragmatic enrichment typically aids understanding, A. Marmor argues that pragmatic vagueness frequently occurs in legal interpretation, where the communicative gap between lawmakers and interpreters or between judges and jurors can lead to confusion and misapplication [135]. Thus, both R. Poscher and A. Marmor emphasize that legal meaning is not fixed in linguistic form but emerges from context-sensitive interpretive practices that are inherently pragmatic.

R. Poscher also separates between vagueness of individuation and vagueness of classification. The former concerns the uncertain delimitation of objects within a continuous context, for instance, determining where Mount Everest begins in the Himalayan range [133, p.83]. The latter arises from gradable properties, such as height, where no clear boundary separates categories like "short" and "tall." From an intentionalist perspective, these two types are not structurally distinct: in both cases, precision is possible if communicative or legal contexts demand it.

S. Soames also distinguishes between different types of vagueness that arise in legal contexts [136]. He highlights three key areas: vagueness in the content of the law itself, vagueness in the procedures and standards used during legal decision-making, and vagueness in how laws are enforced. For example, while a speed limit might be clearly stated, its enforcement often involves discretion, creating uncertainty for drivers operating just above the limit. This kind of enforcement vagueness can serve practical purposes, such as easing the burden on legal and policing systems.

2.4 Lexical vagueness in statutory language

2.4.1 A lexical-semantic analysis of vagueness in the statutory language of Legal English

For this study, we took a lexical-semantic approach, gathering a representative collection of legal texts. This method allowed us to perform quantitative analysis on linguistic patterns, giving us a broad overview, which then complemented our qualitative discourse analysis where we delved into deeper meanings.

We carefully selected the statutes for this study focusing on legal areas where the language tends to be vague. These are fields that demand a careful balance between protecting individual rights, serving broader societal interests, and ensuring effective regulatory oversight. Such areas often rely on flexible, overarching standards that naturally open the door to various interpretations. By focusing primarily on the actual words of the law, the statutes themselves, rather than just what others have said about them, we could directly examine how legal meaning is built and, importantly, what lawmakers originally intended.

This research analyzes the central tension in legal language: whether vagueness should be understood primarily as an inherent and necessary feature that enables the legal system to function with flexibility, or as a fundamental flaw that introduces a dangerous degree of subjectivity, allowing outcomes to be determined by the specific identity and values of the interpreter.

Our collection of texts specifically focuses on Legal English, drawing from statutes relevant to key areas of law:

1) Criminal Law: This domain covers offenses against the state and their associated penalties. It includes laws defining various crimes, rules governing criminal procedures, and guidelines for sentencing.

2) Employment Law: This field addresses the legal relationship between employers and employees, touching on issues like contracts, wages, working conditions, and discrimination.

3) Consumer Protection: This area concentrates on the laws and regulations designed to safeguard consumers from unfair or misleading business practices.

All the legislative acts for this study were sourced directly from legislation.gov.uk, the official UK government website. Jointly managed by The National Archives and the UK Government, it offers free, authoritative access to a vast array of legal documents, including Acts of Parliament and statutory instruments.

The study comprises three major legislative acts: the *Criminal Justice Act 2003* (CJA), the *Employment Rights Act* 1996 (ERA), and the *Consumer Rights Act* 2015 (CRA). These statutes contain numerous open-textured and evaluative terms that require interpretation in both judicial and administrative contexts. By selecting Acts from three different decades – the 1990s, 2000s, and 2010s – this study establishes a clear timeframe for observing potential diachronic changes in the use of vague language in legislation.

Within the domain of criminal law, the *Criminal Justice Act 2003* was selected for this study because it represents key areas where linguistic vagueness frequently arises. It is widely applied and has generated case law surrounding interpretation. CJA provides a rich environment for a legal-linguistic examination of the practical effects of statutory ambiguity and how it both permits and restricts interpretive authority in the adjudicative process.

The *Employment Rights Act 1996* was selected for this study due to its foundational status in UK labour law. As a consolidating statute, ERA governs the complex and often context-dependent relationships between employers and employees, which necessarily invites the use of flexible legal terminology. Because the Act is applied across a wide range of industries and adjudicated in both tribunals and courts, it provides a valuable source for examining how vagueness operates in the regulatory discourse of labour law, shaping the balance between legal certainty and interpretive discretion.

By combining and superseding provisions from previous laws like the *Sale of Goods Act 1979*, *Supply of Goods and Services Act 1982*, and *Unfair Terms in Consumer Contracts Regulations 1999*, the *Consumer Rights Act 2015* marks a significant simplification and consolidation of UK consumer protection law. The Act, which was passed with the goal of updating consumer legislation to reflect the changing digital and service-based economies serves as both a reformative and a consolidating tool, and therefore, was chosen as a major legal source for analyzing vagueness in legislative wording in the era of technology.

For our analysis, we only considered the substantive provisions of these acts; we excluded preambles, introductory notes, and schedules, unless they contained crucial substantive language relevant to our study. This carefully selected dataset forms the empirical basis for the analysis of linguistic indeterminacy and polysemy in statutory legal English presented in this study.

The lexical-semantic analysis revealed that CJA, ERA and CRA often rely on general, open-textured terms that require context-specific interpretation. These vague expressions enable flexibility, but they also leave room for uncertainty and judicial discretion. Across different areas of law such terms appear with notable frequency. While they serve important functional roles, their meanings are not fixed and often depend on the facts of each case.

These vague terms were categorized into three functional groups: evaluative standards, markers of judicial or administrative authority, and categorical extenders.

1. Evaluative standards

All three Acts contain vague or open-textured terms that fall under what could be referred to as *evaluative language*. These terms are considered evaluative because they do not describe an objective state of affairs; instead, they require a decision-maker, typically a judge or an administrative official, to exercise discretion and make a value judgment based on a flexible, context-dependent standard. Diagram 1 below illustrates examples of such evaluative terms, showing which appear across all three Acts and which are unique to a specific statute. Within this category, the terms can be further grouped into three subtypes: (1) terms of measurement; (2) terms of normative judgment, and (3) terms of necessity and relevance.

In our analysis, we examine terms that recur across all three Acts to identify how their usage aligns or diverges in different legal contexts. Alongside these shared terms, we also highlight vague expressions unique to each Act, which reflect the specific legal concerns of their respective domains. Additional examples are provided in Appendices A, B, and C.

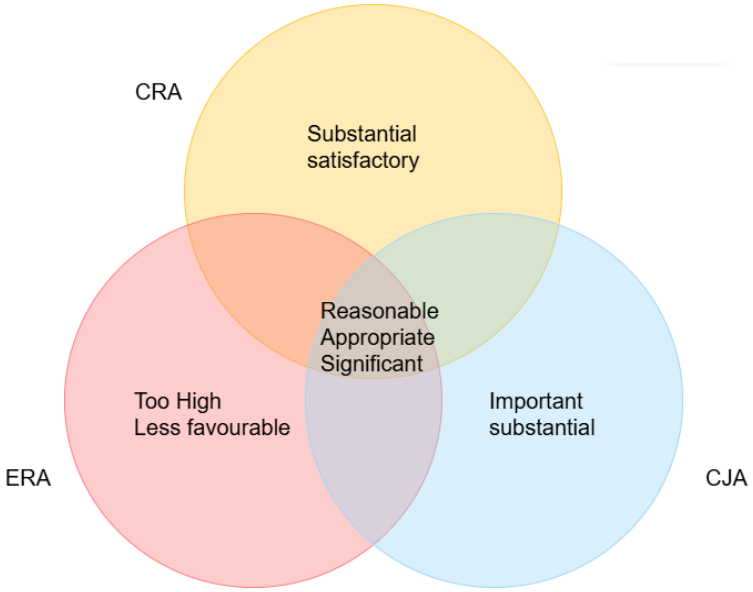


Figure 1. Distribution of Evaluative Terms Across CJA, CRA and ERA

Criminal Justice Act 2003

The goal of Criminal *Justice Act 2003* was to provide structure and clarity to a field of law that was previously controlled by intricate common law principles. However, it also has a number of vague and subjective qualifiers such as important, *substantial* and *difficult*, which are common in the legislative text and provide problems from the standpoint of legal linguistics: to what extent the use of qualitative terminology is appropriate in legislative drafting. Such language blurs the boundaries of legal interpretation and may undermine the consistency and predictability of court decisions.

1) Section 101(1) provides, *"In criminal proceedings evidence of the defendant's bad character is admissible if, but only if—* (c) *it is* ***important explanatory evidence****".*

2) Section 102 further defines the phrase *important explanatory evidence*: "*For the purposes of section 101(1)(c) is evidence that—(a) without it, the court or jury would find it* ***impossible or difficult properly*** *to understand other evidence in the case, and (b) its* ***value*** *for understanding the case as a whole is* ***substantial***.

Despite its attempt to limit the scope of admittance through a two-limb definition, this section is built on a foundation of subjective terms such as *important*, *impossible*, *difficult*, and *substantial*. This provides a masterclass in what H.L.A. Hart termed the "open texture" of legal language, where general rules require interpretation at their point of application. The definition in the section is built upon a foundation of evaluative terms that intentionally delegate interpretive authority to the judiciary. A judge must make a qualitative assessment: How difficult is "difficult"? What constitutes "proper" understanding for a jury? This is not a factual test but a judgment about the cognitive process of the jury and the narrative coherence of the case. It requires the judge to predict how a lay jury will process complex information, a fundamentally interpretive act. The term *value* is not a monetary concept here but refers to explanatory or probative worth. The word substantial sets a high but unquantified threshold. The judge must weigh the *value* of the evidence and determine if it is *substantial* enough to justify its admission, despite its prejudicial nature. This is a classic balancing act that lies at the heart of judicial discretion.

3) Further, section 101(1)(e) allows bad character evidence if: "*It has* ***substantial*** *probative value in relation to an important matter in issue between the defendant and a co-defendant*."

4) *Section 112 (1) defines* ***important matter*** *as "a matter of* ***substantial importance*** *in the context of the case as a whole".* By replacing one vague word (important) with another equally subjective word (substantial), this definition exacerbates uncertainty rather than eliminates it. The language's circularity, which defines importance by substantial importance, is unable to provide a clear cutoff point or benchmark. It lacks epistemic determinacy since there are no legal standards to establish what qualifies as such *importance*.

Rather than eliminating vagueness, the drafters structured it within a more guided and coherent framework. Instead of relying on a single vague term such as *important*, they introduced a multi-part test using other flexible terms like *difficult*, *properly*, and

substantial. This drafting strategy preserves interpretive flexibility while providing the judiciary with a clearer set of evaluative criteria, such as the complexity or relevance of an issue without prescribing a determinate outcome.

5) Section 4 (1) of CJA states: "*In this Part of this Schedule – (a)* ***"mental handicap"*** *means a* ***state of arrested or incomplete development of mind*** *(not amounting to* ***severe*** *mental handicap) which includes* ***significant impairment*** *of intelligence and social functioning; (b)* ***"severe mental handicap"*** *means a state of arrested or* ***incomplete development of mind*** *which includes* ***severe impairment of intelligence and social functioning***".

State of arrested or incomplete development of mind refers to a conventional perspective that sees any departure from what is considered "normal" mental development as a deficit, something that is absent or flawed. While legal frameworks often require definitional boundaries for practical purposes, reliance on outdated medicalized language like "*arrested… development of mind*" may obscure the diversity of cognitive experiences and perpetuate exclusionary assumptions about normality. Contemporary perspectives on neurodiversity challenge this deficit model, highlighting how such legal definitions can reinforce outdated social norms and risk excluding or mischaracterizing natural human variation. As a result, the concept of "normal" is fluid and historically contingent, shaped by shifting social, legal, and scientific norms. Reliance on fixed and outdated standards of normality risks reinforcing exclusionary assumptions about what constitutes "normal" cognitive functioning. Terms such as *mental handicap* are now widely recognized as outdated and offensive, reflecting a shift toward more inclusive and respectful language that acknowledges cognitive diversity

The Section creates two legal categories – *mental handicap* and *severe mental handicap,* and distinguishes them not by objective criteria, but by the intentionally vague, gradable adjectives *significant* and *severe.* The law does not define what level of impairment constitutes *significant* versus *severe*; this determination is delegated to the judgment of courts, guided by expert evidence from medical or psychological professionals. This is a classic example of legal language using vague terms to interface with an external expert discourse.

The paragraph advances by excluding *not amounting to severe mental handicap* instead of explicitly defining what amounts to a *mental handicap*. This is not only a question of imprecision; it establishes what legal theorists refer to as a "residual category" because inclusion is contingent upon not being eligible for a more severe classification rather than fulfilling affirmative criteria. This linguistic move establishes the category by what it is *not,* rather than by what it *is*. An individual falls into this category by failing to meet the criteria for the more severe classification, a form of negative logic that creates a wide zone of legal indeterminacy.

6) Other instances of the term *significant* in the Criminal Justice Act appear in collocation with the word *risk,* a pairing that recurs throughout the statute in contexts related to bail and public safety. For example, Section 14 2A (1) states: "*If the defendant falls within this paragraph he may not be granted bail unless the court is satisfied that there is no* ***significant risk*** *of his committing an offence while on bail*

(whether subject to conditions or not)". In this context, *significant risk* functions as a threshold concept, requiring the court to make a judgment about the likelihood and seriousness of future harm. The vagueness of the term *significant* allows for judicial discretion, enabling judges to weigh various factors such as the defendant's history, the nature of the alleged offence, and the potential consequences of release, rather than adhering to a fixed numerical standard.

These sections are an illustration of *soritical* previously discussed type of indeterminacy illustrated by the sorites paradox, where vague terms like *old*, *cruel*, or *reasonable* lack precise boundaries. D. Raffman challenges the standard philosophical view of *soritical vagueness discussed* by G. Keil, R.Poscher and other scholars. She proposes instead that such borderline items are *variable*: they can be competently classified as falling under a predicate (*Φ*), its negation (*not-Φ*), or as borderline *Φ*. Crucially, this variability gives rise to arbitrariness, as there is no principled reason to apply the term at one point in a sorites series rather than another. Different speakers or even the same speaker at different times may stop applying the term at different places, without any of them being wrong [137, p.53]. Such divergences are not errors but reflect the indeterminate nature of the language, which, in D.Raffman's view, undermines the idea of genuine disagreement in borderline cases.

In essence, *significant risk* is a legal application of the sorites paradox, and D. Raffman's approach powerfully explains its effect. It suggests that the variability in judicial outcomes on borderline cases is not a sign of error but an inherent feature of the language itself. When one judge deems a risk *significant* while another does not, neither may be objectively wrong; rather, both are making valid classifications within a system designed for flexibility.

7) Another vague evaluative phrase that only appears in *Criminal Justice Act* is "bad character", which has a broad and circular definition included in Section 98 of the Criminal Justice Act of 2003: *"References in this Chapter to evidence of a person's "bad character" are to evidence of, or of a disposition towards, misconduct on his part, other than evidence which – (a) has to do with the alleged facts of the offence with which the defendant is charged, or (b) is evidence of misconduct in connection with the investigation or prosecution of that offence*".

The courts have frequently had to define what constitutes ***bad character*** evidence in case law because of the added fuzziness created by the exclusions in Section 98(a) and (b). The section's open-ended language raises questions about interpretation, such as what exactly qualifies as "misconduct" or a "disposition towards".

The lack of a definition for the word *bad character* in Clause 93 (now 98) of the Criminal Justice Bill sparked parliamentary discussions. Baroness Scotland explained that the definition of *bad character* was deliberately broad to replace the more restrictive common law approach. The aim was to bring all relevant conduct under the statutory scheme, while allowing judges to determine admissibility based on fairness [138]. Lord Renton criticised the term as vague and lacking clear definition, noting that while many forms of *bad character* exist, they are inherently difficult to define, and the Act does little to provide precision [138, c.1087].

The fundamental problem of semantic vagueness in legal writing is reflected in these worries: terms like "bad character", if left vague, depend on subjective interpretation. Even while Section 98 of the final Act eventually included a definition, the wording used, especially phrases like *reprehensible behaviour*, for *misconduct* did not remove uncertainty; rather, it changed it to more subtly evaluative and context-dependent formulations. This demonstrates the linguistic conflict between generality for flexibility and precision for legal certainty.

During parliamentary debate Baroness Scotland made it clear that the government was working to improve Clause 93's drafting accuracy in order to address the common law's previous vagueness: "*We are seeking to imbue the Bill with precision and clarity*" [138, c.1088]. This comment demonstrates the government's intention to simplify and codify the laws governing *bad character evidence*, especially by resolving common law contradictions. The common law had frequently conflated *bad character* with *important explanatory evidence,* but the statute created a clear separation between the two. Other House of Lords members voiced their worry that the move to codify the law had gone too far. As was noted by Lord Kingsland and Lord Thomas of Gresford, this "precision" eliminates the judicial discretion that formerly permitted judges to weigh "prejudicial" versus "probative value" on an individual basis [138, c.1089]. According to their criticism, excessive formalization may actually create new types of vagueness, particularly practical vagueness, in which the rule seems clear in theory but is unclear or inflexible in practice.

8) Section 241 states: "*In determining for the purposes of this Chapter [...] whether a person [...] relates – (a) has served, or* ***would (but for his release) have served****, a particular proportion of his sentence, or (b) has served a particular period, the number of days [...]* ***are to be treated as having been served*** *by him as part of that sentence or period.*

The application of counterfactual hypotheticals, like *would (but for his release) have served*, creates factual and chronological vagueness, which makes legal certainty even more difficult to ascertain. The provision is syntactically burdened by modifications and embedded statutory references, which increase interpretive difficulty and referential opacity. From a legal-linguistic standpoint, this vagueness serves a dual purpose: while it grants necessary flexibility for case-specific applications, it simultaneously erodes the predictability and clarity essential to the rule of law, making it difficult for individuals to ascertain how the law will apply to their circumstances

Overall, the use of evaluative vague expressions in the *Criminal Justice Act* underscores the statute's reliance on flexible, case-specific reasoning, granting courts considerable discretion to interpret and apply the law in light of the unique circumstances of each case.

Employment Rights Act 1996

The *Employment Rights Act 1996* also contains vague terminology, including terms that are unique to the ERA as well as others that overlap with the *Consumer Rights Act 2015* and the *Criminal Justice Act 2003.*

1) Section 27C(5) states that a tip is considered to be under the employer's control if the employer "*exercises control or significant influence*" over its distribution: *(5) for the purposes of subsection (2)(b) – (a) a worker-received tip is subject to employer control if the employer or an associated person exercises control or* ***significant influence*** *over the allocation of the tip;"*. The addition of *significant influence* creates a power gradient without a measurable barrier, even though the word *control* may be narrowly understood as financial or legal authority. Due to its inherent vagueness, the term *significant* can mean different things to different employers, industry, or courts. However, this vagueness is not by accident; it gives employers and courts the ability to interpret statutes without providing rigid standards, while preserving their applicability in a variety of work situations.

2) Section 43B (1)states: "*In this Part a " qualifying disclosure " means any disclosure of information which, in the* ***reasonable belief*** *of the worker making the disclosure, [F150* ***is made in the public interest*** *and]* ***tends to show*** *one or more of the following – (c) that* ***a miscarriage of justice*** *has occurred, is occurring or is* ***likely to occur"***. This is perhaps the most explicit illustration of the combination of vague terms. It establishes a two-part test: a subjective one (the worker must actually believe it) and an objective one (that belief must be "reasonable"). The vagueness lies in the word *reasonable*. It does not mean that the belief has to be *correct*, but it must be one that a hypothetical *reasonable person* in the worker's position, with their knowledge and experience, might have held. This is a classic example of soritical vagueness. There is a sliding scale from a completely *unreasonable belie*f to a perfectly *reasonable* one, with no clear line separating them. The expression *in the public interest and miscarriage of justice* are the examples of qualitative (combinatorial) vagueness. The concept of "public interest" is made up of many different potential factors (e.g., the number of people affected, the seriousness of the wrongdoing, the nature of the organization). The term miscarriage of justice encompasses a family of related but distinct ideas of injustice. The disclosure does not need to prove a *miscarriage of justice*, only *tend to show* it. This is a deliberately low threshold.

The architecture of this section is an example of controlled vagueness. Each vague term acts as a filter. For a disclosure to be "qualifying", it must pass through all of these gates of uncertainty: the worker's belief must be *reasonable*, the matter must serve the *public interest*, the evidence must be strong enough to "*tend to show*" a wrong, the wrong must fit the broad category of a *miscarriage of justice*, and if it's a future event, it must be sufficiently *probable*.

The deliberately vague language of the Section allows workers to be protected even if they are not completely correct, as long as their belief is reasonable. It sets up several hurdles to ensure the law is not used for trivial, personal, or malicious complaints. The compounding effect of these terms means that while the law offers broad potential protection, it provides very little certainty to the worker at the moment of disclosure. This section perfectly illustrates the flexibility of the common law system.

3) As previously discussed, one of the central challenges posed by vague legal terms lies in their pragmatic dimension, specifically, how such terms are interpreted

and applied by parties to the employment contract, judicial bodies, and administrative officials. A prime example is found in Section 98 of the *Employment Rights Act 1996,* which governs the fairness of dismissals. Section 98 (1) states *"In determining for the purposes of this Part whether the dismissal of an employee is* ***fair or unfair,*** *it is for the employer to show —...(b) that it is either a reason falling within subsection (2) or some other* ***substantial reason of a kind such as to justify*** *the dismissal of an employee holding the position which the employee held".* Subsection (2) of Section 98 provides reasons for dismissal*: "A reason falls within this subsection if it – ... (b****) relates to the conduct of the employee****…".* At first glance, Section 98(2) appears to provide a definitive list of reasons that may justify a fair dismissal. However, subsection (b) which refers to reasons "*relating to the conduct of the employee*" remains notably broad and imprecise. It leaves open the question of what specific forms of *conduct* might warrant dismissal and does not stipulate whether such *conduct* must result in significant detriment to the employer, thereby granting considerable discretion to the employer in defining the threshold for misconduct. Moreover, beyond the enumerated grounds for dismissal, the inclusion of the phrase "*some other substantial reason of a kind such as to justify*" significantly extends the employer's discretion. This open-ended formulation introduces a broad evaluative standard that lacks clear definitional boundaries, making the assessment of whether a dismissal is fair or unfair highly subjective and potentially inconsistent.

Nonetheless, when such clauses become the subject of litigation, the apparent breadth of employer discretion is often counterbalanced by judicial oversight. This is evident in *Mr A. A. Butt v National Car Parks (NCP)*, where the Employment Tribunal was tasked with determining: (1) whether the respondent had established the reason for dismissal, (2) whether it constituted a substantial reason capable of justifying dismissal, and (3) whether the dismissal was fair or unfair within the range of reasonable responses. The Employment Tribunal determined that the employer had met its burden of proof by demonstrating that the claimant had committed gross misconduct by taking an unapproved leave of absence during a night shift. Applying the well-established *Burchell test* based on the case *BHS v Burchell [1978] IRLR 379*, which assesses whether the employer acted *reasonably* in deciding to dismiss an employee based on the claimed misconduct. The tribunal concluded that the employer had a genuine belief, based on *reasonable grounds* and supported by covert surveillance and photographic evidence, that the claimant had not performed his duties as required. Importantly, although the wording of Section 98 leaves a lot of space for interpretation, especially when it comes to what counts as "conduct" or a "substantial reason", the tribunal plays a key role in making sure the process was fair, the evidence was strong enough, and the employer's decision was reasonable. This acts as an important safeguard for both sides. Thus, even though the provision grants employers flexibility, that discretion is constrained by the judicial application of fairness standards rooted in case law, reinforcing the balancing act between statutory vagueness and legal accountability [139].

4) Several sections in the Employment Rights Act 1996 exemplify the strategic use of qualifiers and evaluative language, which both enables administrative flexibility:

Section 43F **(**1): *A qualifying disclosure is made in accordance with this section if the worker—(ii) that the information disclosed, and any allegation contained in it, are* ***substantially true.***

Section 49 (5) *"Where the tribunal finds that the act, or failure to act, to which the complaint relates was to any extent caused or contributed to by action of the complainant, it shall reduce the amount of the compensation by such proportion as* ***it considers just and equitable*** *having regard to that finding".*

Section 98B (2):*"Subsection (1) does not apply in relation to an employee who is dismissed if the employer shows—(a) that the circumstances were such that the employee's absence in pursuance of being so summoned was* ***likely to cause substantial injury*** *to the employer's undertaking…"*

As Bix observes, the indeterminacy in legal texts often extends beyond simple vagueness or ambiguity; it is embedded in the structure of judicial decision-making within common law systems [140]. Judges may genuinely believe there is a single correct interpretation of statutory provisions, yet reasonable disagreement frequently arises because adjudication necessarily involves evaluative judgments. Bix states "*judges retain the authority and duty to do justice***...**" implying that judges are not merely applying rules mechanically, they have a responsibility to reach fair outcomes. This means that they often have to make moral, contextual, and practical judgment**s**, especially when the language of the law is vague, ambiguous, or incomplete.

Consumer Rights Act 2015

The *Consumer Rights Act 2015* contains numerous instances of evaluative language, using terms such as *"inappropriately", "equivalent", "disproportionately high" "reasonable person", "serious grounds", "unreasonably early", "real opportunity", "valid reason,", "too high", "exclusively", and "unduly."*

Because of their inherent vagueness, these terms frequently defy clear definitions. However, because the degree of indeterminacy may change based on syntactic, semantic, and pragmatic context, their vagueness must be evaluated in respect to the particular collocations in which they appear. In certain cases, the vagueness may be intentional and justified, illustrating the necessity for legal flexibility to accommodate a broad range of factual situations. In other cases, though, the vagueness could result in uneven power relations between consumers and traders, inconsistent court interpretation, or legal confusion.

1) Section 23 (4) *"Either of those remedies is* ***disproportionate*** *compared to the other if it imposes costs on the trader which, compared to those imposed by the other, are* ***unreasonable****, taking into account— (a) the value which the goods would have if they conformed to the contract, (b) the* ***significance of the lack of conformity,*** *and (c) whether the other remedy could be effected without* ***significant inconvenience*** *to the consumer."*

2) Section 24 (1): *"The right to a price reduction is the right— (a) to require the trader to reduce* ***by an appropriate amount*** *the price the consumer is required to pay under the contract, or anything else the consumer is required to transfer under the contract, and.."*

3) Section 62 (6): *"A notice is unfair if, contrary to the requirement of good faith, it causes **a significant imbalance** in the parties' rights and obligations to the detriment of the consumer."*

A more sophisticated approach to legislative drafting is evident in Section 23(4), which manages the inherent vagueness of legal standards. The section defines when a remedy is disproportionate not with a rigid rule, but by establishing a structured test composed of further evaluative terms. A judge is required to assess whether the costs are unreasonable, to consider the significance of the product's fault, and to weigh the significant inconvenience caused to the consumer. This technique is crucial: rather than granting unlimited discretion, it provides a clear framework for judicial reasoning. It gives the court a mandatory checklist of qualitative factors, ensuring that decisions are made consistently and transparently, yet it preserves the flexibility needed to make a final judgment call tailored to the specific facts. This structured discretion is a key method for mitigating the potential downsides of legal vagueness.

The test for unfairness in Section 62 moves beyond structured discretion into the realm of abstract legal principle. The core standards "*contrary to the requirement of good faith*" and causing a "*significant imbalance*" are intentionally broad, serving as a crucial catch-all designed to address novel forms of unfairness. By importing these concepts from European consumer law, the statute aims for comprehensive protection. Yet, this principled approach creates a significant risk of legal uncertainty and power disparity. The vagueness of a term like "good faith" allows well-resourced corporations to engage in lengthy legal battles over its interpretation, potentially disadvantaging individual consumers who lack the means to challenge a term that, while not explicitly forbidden, is fundamentally unfair.

Consumer Rights Act 2015 frequently uses vague evaluative terms like *significant*, and *appropriate*, similar to the *Criminal Justice Act 2003* and the *Employment Rights Act 1996*. However, their distribution and semantic framing differ across statutory contexts. For instance, while *significant* in the *Criminal Justice Act 2003* commonly appears in collocation with risk as in assessments of danger to the public, it is typically paired with inconvenience in the *Consumer Rights Act*, reflecting the Act's orientation toward everyday consumer experience rather than public safety or criminal liability. Additionally, evaluative terms such as *satisfactory,* less prominent in other legal domains, recur frequently in *Consumer Rights Act*, underscoring the Act's reliance on subjective consumer expectations.

Multiple vague or evaluative expressions appear together in some sections of the Act, which increases the degree of indeterminacy and complicates interpretation. Section 9(2) exemplifies it: "*The quality of goods is satisfactory if they meet the standard that a **reasonable person would consider satisfactory,** taking account of—(a) any description of the goods, (b) the price or other consideration for the goods (if relevant), and (c) all **the other relevant circumstances** (see subsection (5))*". Even though the *reasonable person* standard is well-established in common law, it is still an arbitrary and flexible concept. It assumes that the typical consumer is well-informed, sensible, and cautious, but the parameters of this figure vary depending on the situation. Similar to this, "*satisfactory*" is essentially a subjective concept that depends on

shifting customer expectations influenced by personal, cultural, and economic variables. By introducing an open-textured catch-all and providing no guidance on what criteria may be included or excluded in the assessment, the inclusion of "*all other relevant circumstances*" increases the indeterminacy.

The Act also introduces terminology unique to the evolving landscape of consumer transactions, most notably, the concept of "digital content". Chapter 3 of the Act is dedicated to "digital content and services", a recognition of the increasing importance of intangible products in consumer markets. For example, section 34 (1) states: *"Every contract to supply digital content is to be treated as including a term that the quality of the* ***digital content is satisfactory***". The term "digital content" is defined in Section 2(9) as "*data which are produced and supplied in digital form*." This definition, while intentionally broad to accommodate technological change, is itself a site of vagueness. It does not specify what constitutes a "digital form", nor does it delimit the types of data encompassed. In a rapidly evolving digital economy where forms of data dissemination and interaction grow rapidly, for example, streaming services, cloud-based applications, and embedded software, the lack of specificity creates interpretive uncertainty. While this flexibility may serve legislative adaptability, it simultaneously opens the door to legal vagueness regarding the scope of rights and obligations associated with digital products. Thus, the term "digital content" functions as a catch-all category, enabling coverage of future innovations, but also raising concerns about legal certainty and definitional precision.

Furthermore, Z. O'Sullivan QC notes that the term "digital content" represents a significant departure from traditional legal classifications of tangible and intangible goods [141]. Defined in Section 2(9) as "*data which are produced and supplied in digital form*" the phrase lacks detailed specification regarding format or delivery mechanism. According to Z. O'Sullivan QC, "as Gloster LJ noted, the Consumer Rights Act 2015, which implements the Consumer Rights Directive 2011/EU of 25 October 2011, has not gone down the Commonwealth route of extending the definition of "goods" to include software, but instead has come up with the new concept of "digital content"[141, para. 6]. This reflects the Directive's adherence to the traditional approach, whereby software supplied on a tangible medium is treated as "goods." At the same time, as O'Sullivan QC further explains, Recital 19 of the Directive makes it clear that contracts for the supply of digital content are not to be classified as either sales contracts or service contracts for the purposes of the Directive.

Attempts to reinterpret older statutes such as the *Sale of Goods Act 1979* to fit digital realities risk generating doctrinal inconsistencies. As the Court of Appeal warned, blurring the line between tangible and intangible supply channels (e.g., disk vs. download) without legislative clarity could distort both consumer protection and commercial law. Instead, the *Consumer Rights Act*'s creation of "digital content" signals a deliberate legal shift to accommodate new forms of commerce, though it still leaves many questions unresolved. For example, the Act's implied terms regarding satisfactory quality and fitness for purpose must now be re-evaluated within this newer conceptual framework, often without the support of established case law [141].

Thus, chapter 3 of the Consumer Rights Act employs vagueness in two distinct

but complementary ways. On one hand, it uses a high density of evaluative terms like *reasonable* and *significant* to create flexible standards for assessing quality and conduct. On the other hand, it introduces broadly defined categorical terms like *digital content* to ensure the scope of the Act can adapt to new technological realities. While both strategies are essential for a modern and effective consumer protection regime, they simultaneously introduce layers of interpretive uncertainty. The former requires courts to make value judgments within an established framework, while the latter requires them to determine whether a novel product or service even falls within the Act's protections in the first place, often without the guidance of established case law.

Representation of the vague term "reasonable" in CJA, ERA and CRA

One of the most persistently evaluative vague terms across legal texts is *"reasonable";* therefore, we examined it separately. The analysis of the *Criminal Justice Act 2003*, *Employment Rights Act 1996*, and *Consumer Rights Act 2015* revealed that this term frequently appears in various collocations, including *reasonable person*, *reasonable cause*, *reasonable efforts*, *reasonable grounds*, and as an adverb in the form *reasonably*.

The phrase *reasonably practicable* appears across all three Acts in various sections, including but not limited to the following examples:

1) Section 48 of the CJA: *"Where a trial is conducted or continued without a jury and the court convicts a defendant — (a) the court must give a judgment which states the reasons for the conviction at, or as soon as* ***reasonably practicable*** *after, the time of the conviction, and..."*

2) Section 27K (4) of the ERA: *"But, if the employment tribunal is satisfied that it* ***was not reasonably practicable*** *for a complaint to be presented before the end of the relevant period of twelve months the tribunal may consider the complaint if it is presented within such further period as the tribunal considers reasonable".*

3) Section 23 (6) (c) of the CRA: "*It is not* ***reasonably practicable*** *in all the circumstances to give notice in accordance with that sub-paragraph in particular because the officer reasonably suspects that there is an imminent risk to public health or safety, or"*

The adverb "reasonably" is the crucial normative and semantic filter. It introduces a social and contextual standard of evaluation; the word "practicable" on the other hand is rooted in "practice" and pertains to what is physically or logistically possible. The function of *reasonably practicable* is identical across the CJA, ERA, and CRA. In every single case, it performs the same legal and linguistic job: introduces flexibility, delegates evaluative power and mandates context-dependent inquiry. Semantically, the phrase is intentionally vague. There is no dictionary definition that can list all instances of what is *reasonably practicable*.

The interpretation of *not reasonably practicable* has been litigated extensively. Tribunals consider factors like the employee's knowledge of their rights, any periods of illness or disability, and any misleading information or actions by the employer. For example, in *Dedman v British Building & Engineering Appliances Ltd* (1974) case Employment Tribunal had to decide whether the claimant's employment claims were

submitted too late and whether the delay could be excused under the "*reasonably practicable*" exception found in the Employment Rights Act 1996.

The use of the so-called *Dedman principl*e which derives from the Court of Appeal's ruling in *Dedman v. British Building and Engineering Appliances* Ltd [1974] ICR 53 is a crucial illustration of how courts limit the open-texture of the term "*reasonably practicable*." In this case, the court clarified that even when a claimant chooses to seek assistance from expert counsel, whether that involves a trade union representative or a solicitor, the fundamental obligation to ensure the timely submission of their claim remains with them. Securing professional guidance does not diminish this primary responsibility. The statutory exception under section 111(2) (b) of the *Employment Rights Act 1996*, which only allows late claims if it was "*not reasonably practicabl*e" to deliver them on time, was not satisfied by the advisor's error, even if it was careless. This example demonstrates that the *Dedman* ruling minimizes subjective elements like reliance, hope for reinstatement, or individual confusion about procedural requirements, reflecting the court's preference for objective standards of responsibility.

Other expressions that are found in all three acts and at least two acts are *reasonable excuse, reasonable grounds* and *reasonable costs:*

1) Section 24 (1) *Criminal Justice Ac 2003t*: *"if the offender fails, without **reasonable excuse**, to comply with any of the conditions attached to the conditional caution, criminal proceedings may be instituted against the person for the offence in question"*.

2) Section 165 (4) of *Employment Rights Act 1996*: *"an employer who without **reasonable excuse** fails to comply with a notice under subsection…"*

3) Section 16A (1) of *Consumer Rights Act 2015*: "*(b) the enforcer considers that the respondent has, without **reasonable excuse**, failed to comply with the notice"*.

The phrase is used in the same sense across the CJA, ERA, and CRA. Whether it's an offender breaching a caution (CJA), an employer failing to comply with a notice (ERA), or a respondent failing to comply with a notice (CRA), the legal and linguistic logic is the same: failure leads to a negative consequence, *unless* a context-specific, reasonable justification can be shown.

The adjective reasonable is used consistently across all three Acts as a universal tool for injecting flexibility and fairness into rigid concepts like "cost", "time", and "price". It is the law's primary method for ensuring that strict rules do not lead to absurd or unjust outcomes in the real world.

1) Section 20 (8) of *Consumer Rights Act 2015*: *"Whether or not the consumer has a duty to return the rejected goods, the trader must bear any **reasonable costs** of returning them…";*
2) Section 205A (7) of *Employment Rights Act 1996*: *"any **reasonable costs** incurred by the individual in obtaining the advice…"*.
3) Section 52: (1) of *Employment Rights Act 1996*: *"An employee who is given notice of dismissal by reason of redundancy is entitled to be permitted by his employer to take **reasonable time off** during the employee's working hours before the end of his notice in order to".*

4) Section 184 (1) (e) of *Employment Rights Act 1996*: *"**Any reasonable sum** by way of reimbursement of the whole or part of any fee or premium paid by an apprentice or articled clerk".*
5) Section 23 (2) of *Consumer Rights Act 2015*: *"If the consumer requires the trader to repair or replace the goods, the trader must – (a) do so within a **reasonable time** and without significant inconvenience to the consumer, and…".*
6) Section 51 (2) of *Consumer Rights Act 2015*: *"In that case the contract is to be treated as including a term that the consumer must pay a **reasonable price** for the service, and no more".*

Reasonable acts as a semantic instruction. It instructs the reader (or judge) to stop looking for a fixed number in the law itself and instead to engage in an external, evidence-based inquiry into social and market norms. At its core, *reasonable* is a placeholder for fairness. It is an instruction to find an outcome that is equitable, proportionate, and just, even when the rigid text of the law does not explicitly provide one.

The analysis of the *Criminal Justice Act 2003, Consumer Rights Act 2015*, and *Employment Rights Act 1996* reveals that the *Consumer Rights Act 2015* makes the most extensive use of vague evaluative terms, particularly in combination with nouns. This linguistic strategy reflects the unpredictable nature of consumer transactions, where it is inherently challenging to predetermine the precise terms or conditions applicable to every possible scenario. Consequently, the use of vague evaluative language serves as an essential legislative tool for establishing a flexible legal framework that is subsequently interpreted and applied by the courts.

The following examples illustrate how the CRA strategically relies on vague yet evaluative language to balance legal certainty with interpretive flexibility:

1) Section 9 (2): *"The quality of goods is satisfactory if they meet the standard that a **reasonable person** would consider satisfactory, taking account of …";*
2) Section 9 (4) (c): *"In the case of a contract to supply goods by sample, which would have been apparent on a **reasonable examination** of the sample";*
3) Section 27(2): *"The court may require the consumer— (b) some other **reasonable security** for payment of the price";*
4) Section 65 (4): *"In this section "negligence" means the breach of— (b) a common law duty to take **reasonable care** or exercise **reasonable skill**";*
5) Section 92(5): *"This section does not require an operator to make a disclosure to an organiser of an event if the operator has **reasonable grounds** for believing that to do so will prejudice the investigation of any offence".*

Linguistically, *reasonable* operates as a pre-modifying adjective across these provisions, typically qualifying evaluative and context-sensitive nouns. This adjective-noun syntactic pattern reinforces the term's role as a flexible legal standard rather than a precisely defined metric. The collocations consistently presuppose a standard of the *reasonable person*, drawn from common law, who embodies average expectations, behavior, or judgment under the circumstances.

Each usage of *reasonable* reflects a form of pragmatic vagueness, wherein the indeterminacy arises not from the word's intrinsic meaning, but from its application in

varying contexts. For instance, what counts as a "reasonable time" for repairs will differ based on the nature of the goods, the severity of the defect, and industry norms. Similarly, "reasonable grounds" depends on situational knowledge and risk assessment, often requiring judicial elaboration. In this way, the term exhibits characteristics of second-order vagueness, in that it is sometimes unclear not only whether a situation qualifies as *reasonable*, but also whether the criteria for making that judgment are themselves settled.

The use of such a vague yet legally operative term is not accidental; rather, it is a deliberate legislative strategy. *Reasonable* serves as a linguistic placeholder for judicial discretion, enabling courts to interpret statutory provisions in light of contemporary standards and factual complexity. This open-textured language ensures the law remains adaptive and future-proof, avoiding the rigidity of exhaustive enumeration.

However, Polish legal linguist K. Kredens offers an insightful perspective on the evolving interpretation of the term *"reasonable person."* He argues that P. Tiersma's criterion for the actionability of a defamatory statement that it must be considered defamatory by a "considerable and respectable class in the community" is outdated [142, p. 177]. He claims that rapidly changing society, especially in areas such as defamation law, can lead to challenges in semantic interpretation. Courts can no longer rely on a static, universally understood notion of the *reasonable person*. Instead, courts must account for the specific discourse communities (like student forums or youth fashion culture) in which words are used. The *reasonable person* is no longer one-size-fits-all, and requires consideration of both linguistic and cultural nuance [142]. K. Kredens' insight reveals that the vagueness of the term *reasonable person* is not just a matter of judicial discretion, but now also involves a sociolinguistic judgment about the norms and expectations of the relevant community.

While K. Kredens argues for a flexible, community-specific understanding of the *reasonable person*, the reality of courtroom practice, as legal linguist P.Tiersma observes, often moves in the opposite direction. As previously discussed, juries receive instructions from judges, and pre-approved model instructions were originally developed to enhance juror comprehension. However, as P. Tiersma notes, while this standardized legal language helped reduce the likelihood of appeals based on instructional error, it also presented serious limitations. Much of the language used in jury instructions is outdated and drawn directly from historical legal cases, for instance, one version of the *reasonable doubt* instruction still uses wording from an 1850 Massachusetts case [143]. Moreover, such language was crafted for legal professionals and not intended for the lay public, often making it more difficult for jurors to grasp the law. As a result, terms like *reasonable* are ultimately interpreted by juries through the lens of judicial explanation, rather than through direct public comprehension.

This gap between legal terminology and public understanding brings into focus a different kind of indeterminacy - pragmatic vagueness, which stems from contextual factors rather than the semantic content of a term. It occurs when the speaker's communicative intentions are under-specified or ambiguously interpreted, leaving the content "up in the air". In law, such vagueness often arises when legal provisions

delegate interpretation to courts or agencies without clarifying all intended applications. Unlike semantic vagueness, pragmatic vagueness does not necessarily involve a gradation of cases or a fuzzy continuum; rather, it reflects context-dependent vagueness, where the relevance or intended application of a term remains indeterminate in a particular instance.

This context-sensitivity is particularly evident in judicial discourse. As C. Heffer and P. Tiersma argue, judges often declare that terms like *reasonable* have ordinary meanings that jurors understand, despite empirical evidence showing comprehension difficulties. This reflects a prescriptive metalinguistic stance, an assertion of meaning from above, not derived from linguistic evidence but from legal convention or judicial authority. For example, in an Australian case *R v. Chatzidimitriou* (2000), when the jury sought definitions for *doubt, reasonable doubt* and *beyond reasonable doubt*, the judge dismissed the request, calling the terms "very plain English words". Despite the jury's subsequent request for a dictionary, the judge insisted they were merely seeking ordinary meanings, reinforcing the presumption of common understanding. On appeal, a justice supported this view by suggesting that reading a dictionary was equivalent to recalling definitions from a competent English teacher [144]. This example highlights the gap between legal and lay interpretations and demonstrates how pragmatic vagueness is shaped not just by linguistic context but also by institutional practices that obscure or downplay inherent indeterminacy.

F. Schauer also points out that many theorists assume that legal texts are first to be interpreted through ordinary, non-technical language [145]. However, law is filled with technical terms such as "equal protection" "due process", "will" and "trust" that cannot be interpreted through everyday usage alone. According to F. Schauer, understanding such terms requires attention to their legal function and the broader purposes they serve within legal reasoning and doctrine.

In legal contexts, it is important to distinguish between semantic uncertainty (uncertainty about the meaning of a legal text) and application uncertainty (how that text applies in specific cases). A legal provision may have unclear meaning but still be applied consistently due to interpretive tools, or it may have a clear meaning yet be applied variably in practice.

According to B. Bix, "one difficulty with many of the theories that seek legal determinacy through philosophy of language is that they assume a primacy to semantic meaning (or some analogous notion) when it is a common practice in law (some might even urge that this is an essential aspect of legal practice) to give weight to the choices of the lawmakers, even where those choices seem contrary to the ('objective' or 'ordinary person's') understanding of the terms used in the law" [140, p. 254]. Since law is created and functions with the aim to regulate relations, set rules and resolve disputes that involve different legal concepts, legal professionals and judges do not rely on semantics as much as linguists care. Courts often interpret legal texts based on legislative intent or purpose, even if this means departing from the obvious or literal meaning of the words. For example, a term might seem clear to an average person, but courts might interpret it differently because of how it fits into the broader goals of the statute or what Parliament was trying to achieve.

According to L.M. Solan one common judicial strategy for addressing vagueness in statutory language is to assume that legislatures intend words to be interpreted according to their ordinary or prototypical meanings, rather than their more marginal or abstract senses [125]. This interpretive approach is reflected in both historical and modern case law. For example, in *Morales v. TWA* (1992), Justice A. Scalia emphasized that interpretation begins with the ordinary meaning of statutory language, which is presumed to reflect legislative intent. This tradition can be traced back to the influential case of *Church of the Holy Trinity v. United States* (1892), where the Court reasoned that, although a minister technically performs "labor", Congress could not have intended to prohibit a church from paying for the minister's travel, because such reading conflicted with the statute's spirit. [125, p.235]. This means that even if the church's action technically fell within the literal wording ("letter") of the law, it did not violate the underlying purpose of the law**.**

L.M. Solan asserts that this reliance on ordinary meaning aligns with the prototype theory of categorization, initially developed by cognitive psychologist E. Rosch [125, p. 236]. According to this theory, people often understand words in relation to the most typical or central examples of a category [146]. For instance, a "chair" is a more prototypical example of "furniture" than a "piano", even though the latter could still fit the category [125]. In legal contexts, this means courts may interpret statutory terms in line with the most familiar or central instances of the concept, assuming that such an interpretation best reflects legislative purpose.

While prototype theory helps explain how we often process meaning, courts must also consider contextual and functional factors. Legal interpretation is not purely a linguistic exercise, and assuming prototypical meaning can obscure statutory purpose or lead to overly narrow readings. Moreover, cognitive research shows that categorization also relies on defining features and contextual variation, not just prototypicality. Therefore, while defaulting to ordinary meaning offers a practical way to resolve vagueness, it may oversimplify the nuanced process of legal interpretation.

2. Judicial/Decisional Authority

Many legal powers and duties are activated when an official such as a constable, custody officer, prosecutor, judge, Secretary of State, or member of the Parole Board – *believes*, *is satisfied*, *considers*, or is *of the opinion* regarding certain matters (e.g., grounds for arrest, detention, refusal of bail, risk assessment, necessity, or public interest). These verbs introduce an element of subjectivity, although this is often tempered by the requirement for *reasonable grounds* or by reference to specific statutory criteria. Such mental-state verbs are pervasive across the *Criminal Justice Act 2003*, the *Employment Rights Act 1996*, and the *Consumer Rights Act 2015*. For this reason, rather than analyzing each Act separately, we organized our analysis according to two cognitive phases common to all three Acts: the deliberative phase and the conclusive phase.

a) Deliberative phase

An analysis of the *Criminal Justice Act 2003*, *Employment Rights Act 1996*, and *Consumer Rights Act 2015* reveals the consistent and deliberate use of mental-state

verbs such as *believe, is satisfied, in the opinion of,* and *think* to mark decision-making thresholds across a wide range of legal contexts. These verbs signal the deliberative phase, in which an official or institution evaluates whether the conditions for a legal outcome are met, often under constrained discretion. We observe a recurring reliance on language that foregrounds cognitive states and evaluative judgments by legal and administrative actors. They demonstrate the delegation of interpretive authority to institutional actors who must mentally assess abstract notions such as "appropriateness", "fairness", or "detriment". Table 1 presents examples of verbs indicating deliberation and discretion identified in the Criminal Justice Act, Consumer Rights Act and Employment Rights Act.

Table 1. Verbs of deliberation and discretion

Verb	Act	Section Text
1	2	3
believes on reasonable grounds	CJA 2003	"For the purposes of this section, the Secretary of State is of the requisite opinion if the Secretary of State **believes** on reasonable grounds that the prisoner would, if released, pose a significant risk to members of the public of serious harm…" (Section 244Z(2))
has reasonable cause to believe	CRA 2015	"The officer may test any equipment which the officer has reasonable cause to **believe** is used in—(a) making up packages …" (Section 58(4))
is of the opinion	CJA 2003	"A direction under subsection (4)… may be made only if the judge **is of the opinion** that seeing a copy of the defence statement would help the jury to understand the case or to resolve any issue in the case." (Section 36(5)(b))
in his opinion	CJA 2003	"Subject to section 86, an officer may not do anything […] unless the Director of Public Prosecutions—(a) has certified that **in his opinion** the acquittal would not be a bar to the trial of the acquitted person…" (Section 84(2))
in the opinion of	ERA 1996	"…the Secretary of State shall, subject to section 186, pay the employee out of the National Insurance Fund the amount to which, **in the opinion of** the Secretary of State…"(Section 182 (c))

1	2	3
thinks fit	CJA 2003	"Before issuing a code, or any revision of a code, the Secretary of State must consult—(f) such other persons as he **thinks fit**." (Section 7(4)(f))
thinks just	CRA 2015	"The court may make an order under this section unconditionally or on such terms and conditions as to damages, payment of the price and otherwise as it **thinks just**." (Section 58(7))
considers	CJA 2003	"Where the accused gives a defence statement under section 5, 6 or 6B… (b) if the **prosecutor considers** that he is not so required, he must during that period give to the accused a written statement to that effect." (Section 35(5))
considers	CJA 2003	"If the **judge considers** that it is necessary in the interests of justice for the trial to be terminated, he must terminate the trial." (Section 46(4))
considers	ERA 1996	"The worker's contracts which may be specified by virtue of subsection (2)(c) are those in relation to which **the Secretary of State considers** it appropriate for provision made by the regulations to apply, having regard, in particular, to provision made by the worker's contracts as to income, rate of pay or working hours." (Section 27B(3))
considers	CRA 2015	"An enforcement order or undertaking may include only such enhanced consumer measures as **the court or enforcer** (as the case may be) **considers** to be just and reasonable." (Section 219B(1))

From a legal linguistics perspective, the use of mental state verbs ("believes", "considers", "is opinion of") in legislative laws deviates from the ideal of semantic determinacy and embraces the flexibility of evaluative language. These words are not clearly denotational; instead, their meaning is mediated by institutional norms, personal experience, and strategic goals. In this sense, vagueness is not just an inadvertent shortcoming; rather, it serves as a useful tool for delegation, allowing

legislators to shift the responsibility for interpretation and risk allocation to administrative actors.

The verb *believe* is consistently linked to an external, objective test: *reasonableness*. An official cannot simply state a subjective belief. Their belief must be based on "reasonable grounds" or "reasonable cause". This category establishes a threshold for action. It grants an official the power to act based on their assessment of a situation, but it simultaneously constrains that power by requiring the belief to be justifiable to an external observer. It is a mechanism for enabling action while preventing pure arbitrariness. Semantically, *believe* is a verb of epistemic modality. It expresses the degree of commitment a legal actor has to the truth of a proposition. The addition of phrases like on *reasonable grounds* or *reasonable cause* transforms it into a statement of evidentiality. The law is not interested in the belief itself, but in the basis for that belief.

Building on this model of managed discretion, we observe an interplay between legal authority and executive discretion at a higher level. Statutory provisions may assist to shape and expand state actors' decision-making authority inside a framework of legal validity, even when they appear as neutral regulatory tools. The phrase in section 6F *–"**suitably qualified person**" means a person who has such qualifications or experience as are from time to time **specified by the Secretary of State…**"* epitomizes a recurring pattern in the Criminal Justice Act 2003: the transfer of functional discretion and definitional authority to administrative actors, especially the Secretary of State. This section essentially provide an executive official the authority to create, modify, or improve the standards for legally significant statuses (such as determining who is a "suitably qualified person") without additional legislative involvement. Without requiring frequent statutory change, these provisions allow the legal system to adapt to changing societal norms, new types of misbehavior, and changing conceptions of justice.

The criminological presupposition that state agents have the institutional competence and epistemic authority to evaluate risk, intention, and potential harm is ingrained in these regulations. For example, Section 244Z (2) gives the Secretary of State the authority to refuse release on the basis of a predictive judgment, which is effectively a risk forecast. This presents the issue of *actuarial justice*, in which freedom is based on a subjective prediction of future behavior rather than previous guilt. The goal of actuarial justice is to forecast the criminal behavior of an individual who is presently being adjudicated in the criminal justice system and then apply policies to that individual that will lessen their propensity to commit crimes in the future [147].

The exercise of epistemic authority in Section 244Z (2) using the combination of vague phrase *believes on the reasonable grounds* demonstrates how modal verbs, mental state predicates, and vague qualifiers (such as "reasonable grounds") are employed to create and validate institutional judgment from the standpoint of legal linguistics. These are prime instances of subjective modality in legal discourse, where power imbalances are reflected and maintained through language. In this regard, legal discourse shares certain features with political discourse. As K. Kenzhekanova observes, modality in political discourse involves expressions of necessity and

desirability, which are embedded in prescriptive statements [148]. Subjective modality "expresses the attitude of the speaker to the objective content expressed in the sentence" [149].

b) Conclusive phase

The conclusive phase involves mental and performative verbs that signal the end of deliberation and the articulation of a final, authoritative outcome. These verbs reflect the transition from weighing options to delivering a binding decision. Table 2 illustrates examples of such verbs and expressions as found in the Criminal Justice Act, Consumer Rights Act and Employment Rights Act.

Table 2. Conclusive phase verbs/phrases in CJA, CRA and ERA

Verb/phrase	Act	Section
is satisfied	CJA 2003	"If the supervisor in relation to a person subject to supervision requirements under section 256AA – (a) **is satisfied** that the person has failed without reasonable excuse to comply with a requirement imposed by a supervision default order..." (Section 7(1))
is satisfied	CJA 2003	"The defendant need not be granted bail if – (b) **the court is satisfied** that there are substantial grounds for believing that the defendant, if released on bail (whether subject to conditions or not) would fail to surrender to custody…" (Section 13)
is satisfied	ERA 1996	"An order under subsection (4) may not make an amendment that has the effect of removing a category of individual unless the **Secretary of State is satisfied** that there are no longer any individuals in that category." (Section 43K(5))
is satisfied	CRA 2015	"The Secretary of State may by order provide for this Chapter to apply to other contracts for a trader to supply digital content to a consumer, if the **Secretary of State is satisfied** that it is appropriate to do so because of significant detriment caused to consumers under contracts of the kind to which the order relates." (Section 33(5))

The phrase "is satisfied" denotes a formal and conclusive mental state reached by an authority figure (a court, a minister, a supervisor). It functions as a condition precedent, a legal trigger that must be pulled before a power can be exercised. 'Satisfaction" is a higher and more formal standard than "belief". It implies that the decision-maker has reviewed the relevant information and has formally concluded that

a specific legal or factual condition has been met. It is the final mental checkpoint before an official act.

What emerges from the examples above is the cumulative use of multiple vague or subjective terms within a single statutory provision, each of which contributes to empowering the mental state of the decision-maker. By using the mental-state verbs, the drafters first grant an official the power to deliberate (to consider, think, form an opinion), then the power to reach an internal conviction (to be satisfied), and finally, the power to take a conclusive, binding action. For example, in CRA Section 33(5) which states: "*The Secretary of State may by order provide for this Chapter to apply to other contracts... if the Secretary of State is satisfied that it is appropriate to do so because of significant detriment caused to consumers...*" delegates the entire judgment of what is "appropriate" to the Secretary of State. They are empowered to consider the situation, weigh the "significant detriment," and form their own opinion on the correct course of action. This phase gives them control over the input and the very definition of the problem. In this example, the Secretary of State is the only person who can determine when their deliberation is complete and the standard of "appropriateness" has been met. Their subjective conviction becomes the formal, legal trigger.

In the *Criminal Justice Act 2003*, mental state verbs associated with the court are frequently coupled with the phrase *in the interests of justice*. This recurring collocation may emphasize that the court's discretionary decisions are not only based on subjective judgment but are also framed within a normative legal standard. The expression *in the interests of justice* is a prime example of the kind of normatively complex, linguistically erratic, and jurisprudentially vague language that calls into question the procedural fairness and interpretive clarity required in the administration of justice. The *interests of justice* are not strictly defined, meaning that judges must rely on an amalgam of legal standards, ethical considerations, and social policy to determine what justice requires in any given case. At the linguistic level, the phrase *in the interests of justic*e lacks referential clarity. This phrase enables flexibility but also carries the risk of inconsistency across cases and courts. On the other hand, the concept of justice can evolve over time, and in each case, it is left to the judge's discretion to determine whether an action serves the interests of justice, as it is impossible to anticipate every possible scenario.

Furthermore, the invocation of justice's "interests" allows for both principled decision-making and implicit value judgments that might evade critical examination because justice is a contentious and dynamic concept. It is not bound by any established legal standards or values that are arranged in a hierarchy. Rather, it makes a broad appeal to justice as a procedural and moral ideal. The indeterminacy results from vagueness, the lack of a clear boundary of application. In this context, the term "justice" might refer to a number of potentially incompatible objectives, without giving any priority to any of them: protecting the integrity of the process, preventing jury tampering, being fair to the accused, or managing the trial quickly. Subjectivity or contestability is introduced by each of *if the judge considers* and *necessary* separately. Together, they create a cumulative vagueness that increases the judges' discretionary

authority. The expression does not call for the establishment of objective cutoff points or the specification of criteria by which judicial discretion can be evaluated.

This delegation of interpretive power is not merely a practical drafting tool; it reflects a deep-seated jurisprudential reality about the nature of judging. Administrative officials and even judges must often choose between multiple plausible interpretations of a legal text, and these choices may be influenced, whether consciously or unconsciously, by their political or moral views. This suggests that legal interpretation is not a purely objective process but one shaped by deeper value-laden frameworks. As B. Bix observes, "even taking this correlation of judges political views and outcome as proven, one need not conclude that judges are consciously legislating politically" [140 p. 253]. B. Bix further notes that a Dworkinian would go beyond this observation, arguing that such moral or political considerations are not external to legal interpretation but form an essential part of it. Judging, in this view, is inherently political, but in the broader sense that a judge must assess which of the reasonable interpretations of past official actions casts them in the most morally and politically justified light [140, p.253].

The abovementioned demonstrate the close relationship between discourse and power. By encoding subjective judgment into legislative demands, these epistemic verbs effectively integrate institutional discretion inside the language of law itself, going beyond just communicating procedural boundaries. The state operationalizes its power through linguistically encoded cognitive triggers.

Foucault's observation that "power is not … one individual's domination over others or that of one group or class over others… power must be analysed as something which circulates … which only functions in the form of a chain. It is never in anybody's hands" is especially relevant in this context [150, p. 98]. Given this, the legal language that gives administrative figures authority turns into a discursive mechanism that allows power to circulate institutionally without always being traced back to a single agent. Unlike overt coercion, this mechanism works through normalisation and institutionalized reasoning, where officials are not only enforcing the law but also constructing legality by interpreting open-textured terms using their own frameworks of knowledge, risk perception, and political judgement.

This linguistic strategy is a fundamental tool of governance, creating a system where officials have the flexibility and authority to act, while framing their discretionary power within a formal, procedural, and legally defensible structure.

In the UK's common law system, laws are often written as broad outlines rather than detailed codes, because the system relies heavily on past court decisions, or precedents. This means legal texts frequently use flexible or vague language, sometimes intentionally to allow for a variety of situations that lawmakers cannot fully predict. This also leaves space for judges to interpret the law based on the facts of each case. Phrases like "thinks", "is satisfied that," or "considers" may seem to give much personal discretion to decision-makers, but in practice, judges do not make decisions based purely on their own views or intuition. Instead, they apply legal tests developed through previous cases and base their conclusions on the evidence and arguments presented. That is why, when trying to figure out what a law really means, especially

when it uses open-ended or evaluative terms, it is essential to look at how the courts have interpreted those words in actual cases.

This reliance on judicial interpretation of precedent, however, has evolved into a distinct practice of its own, as observed by legal linguist P. Tiersma. In examining whether judges are interpreting precedent more through its text than its underlying concepts, focusing on the judicial practice of quoting prior opinions, P Tiersma finds that both English and American judges rely heavily on direct quotations, with English judgments in particular featuring lengthy excerpts. This practice effectively textualizes judicial opinions, making them resemble statutory provisions [86].

In response to P.Tiersma's work on textualism, L.M.Solan explains that rather than focusing solely on the original language of a legal text, judges often rely on judicial precedent: quoting earlier interpretations to guide their reasoning [151]. This practice results in a kind of "meta-textualization", where the object of interpretation becomes not just the statute or legal provision, but a growing corpus of judicial commentary that accumulates around it. Furthermore, L.M.Solan discusses how appellate judge Henry Friendly's 1976 classification of trademark distinctiveness though not found in the *Lanham Act* has become widely accepted and cited as though it were part of the statute itself [151, p. 200]. This illustrates how courts substitute judicial commentary for statutory text, effectively codifying precedent.

This judicial practice of creating and relying on a meta-text stands in direct opposition to the influential *theory of textualism*, championed most famously by the late U.S. Supreme Court Justice Antonin Scalia. According to him, *textualism* means giving effect to the ordinary meaning of the legal text as it was understood at the time of enactment. It is not about the subjective intentions or desired outcomes of lawmakers, but about the objective meaning of the words they actually wrote and passed into law [152, p.17]. A. Scalia also criticizes judicial practices that depart from the text entirely. He argues that judges have no authority to expand legal principles beyond what the text provides [152, p.22].

However, the strict formalism of A. Scalia's textualism has been criticized for overlooking the complexities of legal language. S. Schiffer challenges Scalia's view that legal texts should be interpreted solely based on their original meaning, arguing that this approach cannot fully resolve indeterminacy. Although Scalia allows the use of interpretive canons to guide judges, S. Schiffer contends that such tools often fail in cases marked by phenomena like Penumbral Shift and Penumbral Ignorance. Moreover, these canons inevitably draw on underlying moral and policy considerations, forcing textualist judges to engage with values beyond the text itself. [153, p.47].

Peter Tiersma provides a broader linguistic insight into this issue. He argues that while putting law in written form, which he calls *textualization*, enhances transparency and reduces manipulation, it sacrifices flexibility. Unlike oral traditions, which are more conceptual and evolve naturally with societal change, written laws are more rigid and can only be updated or reinterpreted through formal processes such as legislative amendments or court decisions. [86, p.192].

Legal discourse is a constant negotiation between the fixed authority of the written statute and the fluid power of judicial interpretation. The very vagueness that grants the system its necessary flexibility also fuels the creation of a vast meta-text of precedent, which in turn becomes the object of interpretation. This recursive process shows that the meaning of the law is never truly settled, but is perpetually being remade at the intersection of text, context, and institutional power.

3. Categorical Extenders

Categorical extenders allow legal drafters to cover future or unexpected scenarios without needing to rewrite the law. They introduce deliberate vagueness, which can later be narrowed or interpreted by courts. All three acts contain categorical extenders for other actions of a similar kind. This structure is often related to the legal interpretation rule of *ejusdem generis* ("of the same kind"). Table 3 presents examples of categorical extenders found in the Criminal Justice Act, the Employment Rights Act, and the Consumer Rights Act.

Table 3. Categorical Extenders across CJA, ERA and CRA

Act	Section	Categorical Extender
CRA 2015	Section 58(7)	"The court may make an order under this section unconditionally or on such terms and conditions as to damages, payment of the price and **otherwise** as it thinks just"
CJA 2003	Section 11(4)(f)	"Before issuing a code, or any revision of a code, the Secretary of State must consult—(f) such **other persons** as he thinks fit"
CJA 2003	Section 244Z(2)	"...commission of **any of the following** offences..."
ERA 1996	Section 29(4)(a)	"...alternative work for that day which is suitable in **all the circumstances...**"
CRA 2015	Section 33(5)	"The Secretary of State may by order provide for this Chapter to apply **to other contracts** for a trader to supply digital content to a consumer..."

In the above examples in Table 3, in section 58(7) *otherwise* extends the listed items (damages, price) to other possible yet unspecified terms; in section 7(4)(f) *such other persons* expands the group of consultees beyond the specified ones; in section 244Z(2) *any* widens the applicability within the given list, emphasizing that all listed offences are equally covered; in section 29(4)(a) *all the circumstances* is a context-extending phrase that broadens the interpretive frame; in section 33(5) *other contracts* signals that the scope can go beyond those initially covered. The extenders explicitly

grants a legal actor the power to define or expand the boundaries of a category. On the other hand, categorical extenders ensure laws remain effective even when people invent new ways to circumvent them, and allow rules to be applied equitably by taking into account the specific context of a case

Categorical extender "any other"

A key tool for managing the scope of legal rules is the categorical extender, and none is more illustrative than the phrase ***any other.*** Found throughout the *Criminal Justice Act 2003*, the *Employment Rights Act 1996* and the *Consumer Rights Act 2015*, this phrase consistently performs the crucial function of creating a broad, residual category. Our analysis focused on the specific contexts in which this phrase is used, exploring whether its legal function and interpretative implications are consistent across the different legislative texts.

Criminal Justice Act 2003

The examples below illustrate how this expression functions throughout the CJA to extend categories and ensure legislative coverage.

1) Section 39 (5)*: Where this section applies – (a) the court* ***or any other party*** *may make such comment as appears appropriate*".
2) Section 40 (2): "*The code must include (in particular) guidance in relation to – ... (e) the attendance of* ***any other appropriate person*** *at such an interview taking into account the interviewee's age or any disability of the interviewee"*.
3) Section 72 (4): "*In the case of* ***any other publication****, any person publishing it is guilty of an offence*".

The primary function of *any other* is to create a residual category. It works by first referencing a specific, identified person, thing, or class, and then using *any other* to refer to everything else of that type that is not the one just mentioned. Across these examples, *any other* is a sophisticated categorical extender that operates by exclusion and contrast. Its primary function is to create a broad, residual category encompassing all items of a certain type that have not been specifically mentioned. For example, in Section 39, the semantic function is that this rule also applies to everyone else who fits the description of a 'party'." It ensures the rule is not limited just to the judge. In Section 40(2) the word *appropriate* is a crucial qualifier. The category is not "any other person" in the world, but is constrained by a standard of appropriateness. In Section 72 (4) the phrase *any other publication* expands the scope to include all forms of publication not previously specified, capturing a wide range of media while preserving the intent of the rule.

We have examined *Explanatory Notes for the Criminal Justice Act 2003* to determine whether it serves to clarify or expand upon the Act's more indeterminate or vague terms and phrases such as *any other*. While it is intended to make the goals and consequences of laws more clear, do not interrogate the semantic precision of its legal terminology. They offer plain-language explanations of what the law does, not analyses of its potential ambiguities.

While UK official documents do not offer a methodical clarification of vague statutory language, valuable insights can be gleaned from comparative analysis. The US Library of Congress's *Understanding Federal Legislation*, for example, provides a

systematic examination of how terms like *any othe*r function as 'catchall provisions.' Given the shared common law heritage and similar drafting conventions in both jurisdictions, this US interpretive framework offers a useful lens for understanding the function of these phrases in UK statutes like the *Criminal Justice Act 2003*. For example, in *the United States, the Library of Congress's Understanding Federal Legislation* highlights how congressional drafters frequently use broad linguistic formulations such as "*any other*" to serve as catchall provisions for persons, conduct, or categories not explicitly named [154]. This drafting method is meant to fill in any interpretation gaps and broaden the scope of the statute, as the guide says, but its use frequently draws judicial attention. The Court emphasized that the disjunctive structure and absence of a common characteristic among the listed phrases indicated legislative intent for an expansive meaning, rejecting the use of the *ejusdem generis* canon. Notably, four justices dissented, cautioning that the provision's historical and contextual interpretation was compromised by such a broad interpretation. This case serves as an example of how legally strong but linguistically vague terms like "any other" can lead to conflict between legislative inclusivity and interpretation restriction.

Employment Rights Act 1996

The Employment Rights Act 1996 contains many clauses with the phrase "any other", for example:

1) Section 1 (4): "*The statement shall also contain particulars, as at a specified date not more than seven days before the statement [F7(or the instalment of a statement given under section 2(4) containing them)] is given, of – (da) …"**any other benefits** provided by the employer that do not fall within another*"
2) Section 13 (5): "*For the purposes of this section a relevant provision of a worker's contract having effect by virtue of a variation of the contract does not operate to authorise the making of a deduction on account of **any conduct of the worker, or any other event** occurring, before the variation took effect*."
3) Section 230 (3) (b): "***any other contract**, whether express or implied and (if it is express) whether oral or in writing…*"
4) Section 235 (1): *In this Act, except in so far as the context otherwise requires "independent trade union" means a trade union which — (b) is not liable to interference by an employer or any such group or association* (*arising out of the provision of financial or material support or by **any other means whatever**) tending towards such control…"*
5) Section 27J (9): "*Except as provided by subsection (10), a disclosure of information required by subsection (4) does not breach — (a) any obligation of confidence owed by the person making the disclosure, or (b) **any other restriction** on the disclosure of information (however imposed)*"

Residual clause, a linguistic and legal technique used to maintain interpretive flexibility in statutory instruments, is strategically used in the phrase *any other benefits provided by the employer that do not fall within another paragraph of this subsection*. Within Hart's open-texture conceptual framework, the usage of *any other benefit*s creates an elastic textual area that can adapt to changing employment practices without necessitating frequent legislation amendments. The phrase *that do not fall within*

another paragraph is defined by exclusion. This is a classic example of negative delimitation, in which the meaning of a term is determined by "what it is not" rather than by "what it is".

The phrase *any other benefits* also exhibits an ideological balancing act when from the critical discourse perspective. Although it makes inroads toward comprehensive worker protection by not limiting the types of benefits it may include, its vagueness also protects employer discretion. An employer retains initial interpretive authority over what benefits are recorded under this clause, raising concerns of under-disclosure or selective enumeration.

Consumer Rights Act 2015

The Act has the phrase *any other* common for the Acts in the UK, which gives a lot of room for interpretation:

1) Section (8): *A contract to supply goods is a contract for transfer of goods if under it the trader transfers or agrees to transfer ownership of the goods to the consumer and— …(b) the contract is, for* ***any other reason,*** *not a sales contract or a hire-purchase agreement.*
2) Section 61 (8): "*In this section "notice" includes an announcement, whether or not in writing, and* ***any other communication*** *or purported communication*".
3) Section 28 (7): "*In* ***any other circumstances****, the consumer may specify a period that is appropriate in the circumstances and require the trader to deliver the goods before the end of that period*".

This tension between legislative text and judicial interpretation highlights a fundamental characteristic of common law systems. As legal linguists like P. Tiersma and L. Solan have observed, judicial precedent often creates a meta-text that can override the original statutory language. This is exemplified by the 'pet fish problem,' where the prototype for a combined concept differs from its constituent parts. For instance, a "the prototypical fish is trout or salmon…the prototypical pet fish is goldfish". Similarly, in interpreting the RICO statute, courts now focus more on concepts like "relatedness" and "continuity" from a 1989 Supreme Court case rather than the original statutory term "pattern." This shift illustrates how precedent can override legislative language [151, p.200]. This process shows that in hard cases, as Justice Cardozo noted, judges must rely on subjective standards and degrees, navigating the conceptual indeterminacy inherent in both language and law [155].

In legal drafting, it is common practice to use words like *whatever, any other,* "*in any form*" etc. to try to block interpretive escape routes and make the language more inclusive. These phrases are intended to increase the provision's reach and stop parties from claiming that a specific circumstance or behavior is not covered. However, this legislative strategy of creating broad, inclusive categories is not without its own interpretive constraints. The primary tool for limiting such extenders is the judicial canon of *ejusdem generis* ("of the same kind"). This principle holds that when a general term follows a specific list, it should be interpreted to include only items of the same type. This rule has deep historical roots, evident as far back as the 16th-century *Archbishop of Canterbury's Case*, where the court narrowed a catch-all phrase to include only items similar to those previously listed. This demonstrates a long-standing

tension between the legislative desire for inclusivity and the judicial practice of imposing semantic and grammatical constraints on vague language [86, p.152]. Thus, even in early legal history, residual clauses were subject to syntactic constraints shaped by judicial interpretation, reinforcing the centrality of grammar and semantic proximity in legal meaning-making.

The analysis of the residual category *any other* demonstrates that all three Acts employ *any other* in exactly the same way here: to create a comprehensive, residual category that ensures no relevant item is excluded. Both the CJA and ERA use *any othe*r as a powerful anti-avoidance tool. It future-proofs the legislation by creating a category that can encompass novel situations. The CRA and ERA rely on *any other* to create legal definitions by a process of elimination, ensuring that novel or unlisted forms of agreement are still captured by the law. While the subject matter (crime, employment, consumer goods) is different, the semantic and pragmatic work being done by the phrase *any other* is identical. Judges, attorneys, and administrative officials who read the preceding list are instructed to view *any other* as illustrative rather than definitive, which allows for a wider range of applications than would be feasible with enumerative precision alone.

Conclusions for Chapter Two

In this chapter, we conducted an in-depth examination of the theoretical foundations and characteristic features of legal language, with a specific focus on the historical development and linguistic attributes of Legal English. We analyzed the pervasive nature of linguistic indeterminacy, particularly vagueness, within statutory texts.

Legal English is understood not merely as a variant of Standard English but as a historically layered and specialized register, profoundly shaped by common law traditions, characterized by a unique lexicon derived from Anglo-Saxon, Latin, and Norman French. The concept of linguistic indeterminacy, particularly vagueness, is recognized as an inherent and often deliberate feature of legal texts, enabling flexibility and adaptability while necessitating judicial interpretation and shaping the exercise of legal authority.

1. The nature and definitions of legal language were explored, revealing a consensus that it is a distinct sublanguage or specialized register, rather than just ordinary language with technical terms.
2. Drawing on theories like H.L.A. Hart’s "open texture", it was established that vagueness in statues is an unavoidable and often functional aspect of legal rules, allowing them to adapt to diverse and unforeseen circumstances.
3. An analysis of lexical vagueness in the Criminal Justice Act 2003, Employment Rights Act 1996, and Consumer Rights Act 2015 provides empirical evidence that statutory vagueness arises from evaluative language reflected in recurring terms such as *reasonable, substantial, important* and similar expressions.
4. Vague terms frequently collocate with other indeterminate expressions within the same statutory provisions. Some terms function with relatively narrow boundaries, while others remain broad and open to interpretation.

5. The Acts frequently use categorical or catch-all expressions such as *any other*, which function as extenders. These terms widen the scope of statutory provisions and further reinforce the dynamic and adaptive nature of legal interpretation.

6. The analysis revealed that statutory language operates as a mechanism for the exercise of institutional power and control, shaping not only legal outcomes but also the scope of discretion available to decision-makers.

7. All three Acts contain verbs and phrases of judicial/decisional authority that delegate significant interpretive and discretionary power to courts and administrative bodies.

8. Although judges and administrative actors are granted discretionary authority through statutory language, their powers are often constrained by qualifying phrases such as *reasonable* or *in the interests of justice*. These modifiers are subject to legal tests and precedents, functioning as safeguards to ensure that discretion is exercised within defined limits.

9. The functional role of vagueness was emphasized, showing that while it may lead to interpretive uncertainty, it also provides essential flexibility in legal reasoning, allowing legal texts to adapt to evolving societal contexts and specific factual circumstances.

10. The analysis underscored that vagueness in statutory language is not merely a semantic flaw but a pragmatic tool with significant institutional implications.

3 SEMANTIC AMBIGUITY AND POLYSEMY IN LEGAL LANGUAGE

3.1 Polysemy in Statutory Language in Legal English

Polysemy serves as a kind of intermediate state between vagueness and ambiguity [131].

Many lexemes have multiple uses, appearing in everyday, general scientific, legal, and other contexts. In any language the lexemes everyday language has polysemy. Some languages have more and some less but it would be impractical and challenging to have a separate word for each concept. As D. Shemelev pointed out “a fundamental property of language lies in its ability to convey the infinite scope of human experience through limited means” [156, p.382]. It means a language evolves not only through the creation of new words but also by expanding the meanings of existing ones. Over time, some meanings fade while others emerge, resulting in both growth in vocabulary and deeper changes in the language's structure and use.

This dynamic process reflects how language adapts to changing communication needs and cultural contexts [157]. One effective approach to developing new terminology, including legal terms, is through terminologization. This process involves taking a word from everyday language and assigning it a distinct and specialized meaning. For example, D.J. Hemel discusses the multifaceted role of the term “duty” in the *Tarasoff* case and tort law in general, highlighting its dual interpretation. In legal terms, "duty" refers to policy considerations that determine whether a plaintiff deserves legal protection. However, for laypeople and even some judges, the term often implies a moral obligation or responsibility. This dual meaning serves a practical purpose in the legal system [158]. D. Mellinkoff also highlights the distinctive use of common words with specialized meanings in legal language, providing examples such as *action* referring to a “lawsuit” *avoid* meaning “cancel” and *said* signifying “previously mentioned” [43, p.12].

The term "polysemy" was introduced by the French scholar Michel Bréal, who described it as the historical evolution of a word's meaning, leading to the emergence of new interpretations and nuances. He observed that many expressions in everyday communication are inherently ambiguous, yet such ambiguity rarely results in misunderstandings [159]. As words gain new meanings through usage, their previous meanings typically persist. Polysemy, therefore, reflects the coexistence of old and new meanings, with new senses becoming established over time [160].

According to S. Lobner, “a lexeme is polysemous if it has two or more interrelated meanings” [161, p. 45]. Similarly, I. Falkum and A. Vicente define polysemy as the ability of a word to possess multiple meanings, with such words being described as polysemous [162]. Both definitions highlight the intrinsic link between the different senses of a polysemous word, distinguishing it from other linguistic phenomena like homonymy, where meanings are unrelated.

According to A.A. Reformatsky, “words, as names, can easily shift from one object to another, or to some characteristic of that object, or to its part. Therefore, the question of polysemy is, above all, a question of nomination, i.e., the change of objects while maintaining the identity of the word” [163, p. 75-76].

Polysemy plays an important role in legal discourse, as the existence of multiple meanings for a single word is one of the factors that can contribute to ambiguity in legal texts, complicating precise interpretation and application. According to D.J. Hemel, polysemy – a situation where a single word or phrase carries multiple related meanings is a frequent phenomenon in legal language [158]. H.E.S. Matilla similarly observes that, like terms in natural language, legal terminology often exhibits polysemy, with words assuming multiple meanings [89].

The extensive use of the term "polysemy" has led to considerable debate among scholars. Some argue that polysemy is not a genuine phenomenon but rather a construct of linguistic analysis. Typically, speakers do not notice the multiple meanings of a word they are using, unless they are intentionally creating a joke or a pun [164].

Most scholars dealing with the topic of polysemy explore it in comparison to homonymy, focusing on distinguishing the two linguistic phenomena and defining the criteria that separate them. Lexical ambiguity in language primarily manifests in two forms: homonymy and polysemy [165]. J. Lyons characterizes "homonyms" in semantics as words that, despite having identical spelling and pronunciation, represent different meanings [166]. As stated by J. Lyons standard dictionaries distinguish homonymy from polysemy, often using etymology. For example, *meal* (“repast”) and *meal* (“flour”) are considered separate due to distinct origins in Old English, though this criterion is irrelevant in synchronic linguistics [166, p. 147]. He admits that in practice, the etymological criterion is often inconclusive, as many English words have unclear origins, and the notion of etymological connection can be ambiguous [167]. However, etymologically linked words can diverge so significantly over time that their initial semantic connections become unrecognizable.

According to D.J. Hemel, polysemy in legal language balances between single meanings (monosemy) and completely distinct meanings (homonymy). Courts may adjust a term’s legal sense to resolve policy challenges, but this divergence from its ordinary meaning can reduce clarity and strain its ability to convey information. This balance risks placing terms in a conceptual “uncanny valley”, where their ambiguity complicates understanding and interpretation [158].

Scholars often discuss the distinctions among monosemy and polysemy. Although the difference between monosemy and polysemy may seem clear at first glance, some scholars argue that distinguishing between them is not always straightforward and often requires careful analysis. I. Falkum and A. Vicente demonstrate as an example the debate found between R. Jackendoff and J. Fodor concerning the English verb *keep*. R. Jackendoff maintains that *keep* must be polysemous, as it takes on different meanings in phrases such as *keep the money*, *keep the car in the garage*, and *keep the crowd happy*. In contrast, J. Fodor supports a monosemy view, asserting that *keep* holds a single core meaning, *keep* across all instances, with any apparent variation in meaning resulting from the differing contexts in which it appears [162]. I. Falkum and A. Vicente also argue that tests such as Zwicky and Sadock's *identity test* and A. Cruse's *anaphoric reference test* focus primarily on distinguishing related senses from unrelated meanings rather than explicitly differentiating polysemy from homonymy.

These approaches seek to determine whether various interpretations of a word share an underlying semantic relationship or signify entirely separate concepts.

Various researchers have sought to classify and differentiate specific types of polysemous variations by defining subcategories aiming to enhance understanding of their unique characteristics. Linguists distinguish between two types of polysemy: regular (or logical) polysemy and irregular (or accidental) polysemy. J. Apresjan described regular polysemy as "polysemy of a word A with the meaning ai and ai is called regular if, in the given language, there exists at least one other word B with the meaning bi and bi, which are semantically distinguished from each other in exactly the same way as ai and ai and if ai and bi, ai and bi are non-synonymous" [168, p.16]. Aprejan also outlines a *productive* polysemy, specific type of regular polysemy, referred to as "A–B", is considered productive when any word with the meaning 'A" can consistently also express the meaning "B" (i.e., if "A," then "B"). Regular polysemy is not a distinct category governed by discrete semantic rules but reflects a continuum where terms exhibit varying levels of systematic relationships between their senses J. Apresjan characterizes irregular polysemy as instances where a word "A" has meanings ai and ai that exhibit a unique semantic distinction not mirrored in any other word within the language.

H.E.S. Matilla distinguishes between diachronic polysemy and both orderly and disorderly polysemy. By diachronic polysemy, he suggests that legal terminology evolves continuously over time. For instance, he cites the term *civil law*, which has three distinct meanings in legal language: Roman law, continental law, and private law. Regarding hierarchical polysemy, H.E.S. Matilla argues that certain legal terms describe a hierarchy of related concepts [89].

The phenomenon of polysemy is not limited to distinguishing terms that differ in meaning between legal and everyday language where a word from ordinary usage takes on a specialized legal sense but also occurs entirely within legal discourse. Even within the boundaries of legal language, the same term can acquire distinct interpretations depending on the field or legal context. The phenomenon where a single word has multiple meanings, is common in specialized fields, especially when "domain-specific meanings" overlap with other, more general meanings [170]. One such example is the term *contamination*. In environmental contexts, *contamination* refers to "the process of making something dirty or poisonous, or the state of containing unwanted or dangerous substances" [171]. However, in legal contexts, the term has a much narrower, more precise meaning, denoting "the unwanted alteration of evidence that could compromise the integrity of an exhibit or crime scene", potentially altering original evidence, diluting samples, or introducing misleading materials [172].

Certain terms can encompass both abstract concepts and tangible entities. M. Ortega-Andrés illustrate how the term *book* can signify a physical object, such as a printed volume, in one context and informational content in another [173]. They describe these types of polysemous terms as having "conventional senses of regular polysemous words" and are inherently polysemous, meaning they support copredication of "simultaneous predictions for two (or more) different meanings or senses of the word in a sentence." Similarly, in legal discourse, the term *law*

exemplifies this phenomenon: it may refer to an abstract system of rules or principles that govern a society (e.g., “The rule of law”) or to specific tangible statutes or codified legal texts (e.g., “The law was published in the official gazette”).

R. Poscher emphasizes that in borderline cases, it is challenging to determine whether a general concept includes various nuances of meaning or if a single word represents different concepts [129]. This ambiguity makes polysemy a common feature of legal language. For instance, the legal term “proximate cause” exemplifies this complexity, as it carries different interpretations in tort law versus contract law, depending on the context in which it is applied.

3.1.1 Cognitive dimensions of polysemy in legal interpretation

Polysemy in the mental lexicon.

While native speakers usually interpret the intended meaning in context effortlessly, key areas of inquiry include how polysemous meanings are stored and organized in the mental lexicon, the processes by which new meanings develop during communication, and the mechanisms that enable listeners to identify the intended meaning in a given context [162]. The semantic representation acts as the foundation for a word's evolving meaning system. By investigating how polysemy emerges from cognitive processes, we gain a deeper understanding of the dynamic nature of language and human cognition.

The mental lexicon, our internalized dictionary, houses a vast network of words and their associated meanings, enabling us to comprehend and produce language. How these multiple related senses that a single word form carries are stored and accessed remains a central debate in lexical semantics and psycholinguistics, leading to the development of various competing models, each with its strengths and weaknesses.

Family resemblances, prototypes and categorization

L. Wittgenstein, in his *Philosophical Investigations*, critiques the traditional view of concepts as having rigid definitions and argues instead for a more fluid and context-dependent understanding, emphasizing family resemblances and language-games. Wittgenstein argues against the notion that concepts must have a single defining essence and instead suggests that they are connected by overlapping similarities, much like the way members of a family share various traits without a single feature being common to all [174, p.33]. He illustrates this with the example of “games” which do not have one defining characteristic but rather a network of similarities that link different types of games together. Therefore, L. Wittgenstein proposes “family resemblances” as a more accurate model but does not use the term “prototype” in the modern cognitive science sense developed later by Eleanor Rosch. However, his discussion of concepts such as “games” and “numbers” suggests an early form of the prototype theory, where members of a category are not defined by strict criteria but rather by degrees of resemblance to other members of the category.

E. Rosch’s prototype theory revolutionized our understanding of categorization by challenging traditional, rigid definitional structures of concepts. Instead of strict category boundaries, Rosch proposed that concepts are structured around prototypes, or the most typical members of a category, rather than a set of necessary and sufficient

conditions. This theory aligns closely with L. Wittgenstein's family resemblance concept, which suggests that people do not categorize objects based on strict criteria but rather by their resemblance to a *prototype,* an ideal or most representative example of a category [146, p.21].

Thus, polysemous words were understood as sense categories interconnected by family resemblances and often anchored around a central prototype [175]. This implies that a word is seen as a collection of interconnected senses.

The Sense Enumeration model

The sense enumeration theory posits that each distinct sense of a polysemous word is stored as a separate entry in the mental lexicon, much like the separate entries for unrelated homonyms. In the sense enumeration lexicon hypothesis the line between polysemy and homonymy becomes less distinct. Polysemous words are represented in the lexicon as a series of stored meanings, similar to how dictionaries typically present them [176, p. 148]. D.K. Klein and G. Murphy conducted experiments to test the alternative hypothesis of a "core meaning" shared by the different senses and came to the conclusion that polysemous words likely have separate representations for each sense and that any core meaning is minimal and functionally insignificant [177, p.277]. Their findings suggest that different senses are stored and accessed similarly to how distinct words are processed, lending strong support to the sense enumeration lexicon model. Similarly, S. Foraker and G. Murphy through three experiments, consistently found that the dominant (more frequent) sense of a word was processed more quickly than the subordinate sense, even when the word appeared in a neutral context. The results from the first experiment clearly demonstrated that following a neutral context, the target sentence was read significantly faster when it related to the dominant sense of the polysemous word [178, p.8]. This finding challenges the idea of an underspecified core meaning, as such a model would predict no initial processing advantage for either sense. The eye-tracking results from Experiment 3 further solidified this conclusion, showing that readers chose and committed to the dominant sense in a neutral context just as readily as they did in a context that was biased toward that dominant sense, which provides "further evidence against a core representation" [178, p. 17]. The results from all three experiments are consistent with the idea that readers represent the different senses of polysemous words rather than a core meaning, because the more frequent sense is treated as a default meaning, and as the strength of the dominant sense increased, the greater the difficulty in reading the subordinate continuation.

I. Falkum and A. Vicent argue that the model faces both theoretical and empirical problems, as it leads to an "indefinite proliferation" of stored senses for words with many meanings, which strains storage capacity and blurs the line between word meaning and contextual influence (the "polysemy fallacy"), while also making sentence processing computationally expensive by multiplying the possible sense combinations for each polysemous word [162, p.7]. N. Dobrić argues that sense enumeration is too static and inflexible to account for the dynamic and context-dependent nature of meaning. Storing every possible sense of a polysemous word individually would overburden the mental lexicon, as the practically limitless number

of meanings, especially given contextual variations, makes this approach cognitively implausible [176, p.159]. He favors a more nuanced approach that combines stored core meanings with the pragmatic generation of meaning in context.

E. Klepousniotou argues that the observed differences in processing speed and priming effects between homonyms and polysemy, particularly metonyms, challenge the sense enumeration model's core assumption of separate storage for all meanings [179, p. 216]. She supports a more dynamic framework, such as the Generative Lexicon, which differentiates between sense selection and sense creation.

Novel uses and extensions of existing senses arise frequently in language, and it is unclear how a strictly enumerative lexicon could accommodate such creativity. While sense enumeration neatly aligns with traditional lexicography, it doesn't offer a clear mechanism for determining how the appropriate sense is selected during comprehension. Simply having a list of senses doesn't explain how the context guides the selection process.

One representation model

The alternative to sense enumeration is the one representation approach, which proposes that polysemous words have a single, underlying representation in the mental lexicon. Challenges arose in defining a precise core meaning that could encompass all uses of a polysemous word. Experimental studies have yielded mixed results regarding the core meaning approach. E. Klepousniotou, D. Titone, and C. Romero found evidence suggesting that polysemous words are processed differently than homonymous words, with polysemy showing facilitation and homonyms showing competition effects. This seemed to support the idea of a shared representation for related senses [180]. They revisited the issue, focusing on the degree of semantic overlap between senses. They found that words with high overlap (such as metonyms) showed reduced effects of context and dominance compared to words with low overlap (such as homonyms) [180, p.1539]. This suggested that high-overlap words might indeed have a single, core-like representation or a unitary representation encompassing all features. They proposed that the degree of semantic overlap is a crucial factor in how polysemous words are processed and represented. W. Brown further supported this idea, finding a linear progression in processing speed and accuracy based on the degree of relatedness between senses, with same-sense pairs being fastest and unrelated meanings (homonyms) being slowest [181, p.7]. This suggests a continuum of relatedness, rather than a strict dichotomy between homonymy and polysemy, and lends support to models where related senses share some level of representation, even if not a single core.

A. Falkum and I. Vicente advocate for a version of the one representation hypothesis that emphasizes thin semantics and pragmatic inference. They see lexical concepts as underspecified clues that are enriched by context through pragmatic processes, rather than as fully specified lists of senses as in the sense enumeration lexicon model [162]. This approach allows for flexibility and avoids the pitfalls of overgeneration associated with rule-based accounts.

The core meaning approach, while initially appealing, faces significant challenges in accounting for the full complexity of polysemy. Experimental evidence remains

mixed, and the degree of semantic overlap between senses appears to be a crucial factor. Current research explores more nuanced models within the one-representation framework, emphasizing thin semantics, rich representations, and the role of pragmatic inference.

Thin Semantic approach

Thin semantics offers a response to the limitations of the one-enumeration approach by proposing that lexical items encode only minimal, underspecified meaning. Instead of storing numerous fully formed senses, words function as flexible templates or schemas that are contextually enriched during interpretation.

Several factors motivate the adoption of thin semantics. First, it addresses the problem of an overly burdened lexicon. As noted by R. Carston if every word encoded a full concept, and given the pervasiveness of polysemy, the lexicon would have to store an immense number of distinct senses, making it computationally unwieldy [182]. Thin semantics avoids this problem by storing only minimal information, allowing for a more efficient and flexible system. This minimalist approach is echoed in Evans's theory of lexical concepts, which posits that words encode schematic representations rather than fully specified meanings. As R. Carston suggests, word meanings may be "schemas" or "templates" that constrain the possible concepts that can be expressed, or even simply "pointers" to a conceptual space, as proposed by Pietroski [183].

A. Falkum and I. Vicente characterize thin semantics as the view that "lexical, or standing meanings of words are impoverished with respect to their occasional meanings" [162]. This means that the encoded meaning of a word does not provide all the information needed to arrive at the speaker's intended meaning; rather, it serves as a constraint on the possible interpretations, guiding the pragmatic inferential process.

Thin semantics faces challenges, particularly concerning the nature of the underspecified lexical entry and the acquisition of word meanings. If words do not encode concepts directly used in thought, how do we learn to associate them with the appropriate conceptual spaces?

Generative Lexicon

James Pustejovsky's Generative Lexicon (GL) theory offers a distinct approach to understanding the mental representation of polysemy, moving away from static, enumerative models towards a more dynamic and generative system. This subchapter will outline the core principles of GL and how they address the challenges of representing multiple related word senses [184].

GL theory suggests that a word's core semantic properties are stored independently from general encyclopedic knowledge. It defines a word's meaning using four interconnected components: argument structure, event structure, lexical inheritance structure, and qualia structure, which together capture the dynamic and multifaceted nature of lexical semantics [159].

GL suggests that we do not store a separate list of senses for each polysemous word. Instead, we store the qualia structure, which provides a blueprint for generating different senses as needed. When we encounter a word, its qualia structure is activated, and the relevant aspects of its meaning are highlighted based on the context and the interaction with other words in the utterance. This dynamic process allows for the

flexible and efficient access to a wide range of related senses without requiring the storage of every possible meaning.GL suggests that we do not store a separate list of senses for each polysemous word. Instead, we store the qualia structure, which provides a blueprint for generating different senses as needed. When we encounter a word, its qualia structure is activated, and the relevant aspects of its meaning are highlighted based on the context and the interaction with other words in the utterance. This dynamic process allows for the flexible and efficient access to a wide range of related senses without requiring the storage of every possible meaning.

Frame semantics

Frame semantics is a theory of linguistic meaning developed by Charles J. Fillmore that emphasizes the role of semantic frames – structured representations of knowledge – in understanding word meanings and how we use language to make sense of the world [185]. He explains that understanding the meaning of a word involves knowing the structure of the conceptual frame it evokes. According to C. J Fillmore "a frame is a collection of concepts that are associated in such a way that to understand any one of them you have to understand the whole structure in which it fits; and when you hear or read a word which activates a frame, you understand the word in connection with that frame" [185, p.111]. For instance, to understand the word *buy*, one must know about the commercial transaction frame, which includes roles such as Buyer, Seller, Goods, and Money. C.J. Fillmore uses the terms *blame*, *accuse* and *criticize* to illustrate how different verbs can evoke similar but distinct frames, leading to subtle differences in meaning. C.J. Fillmore argues that meanings are not isolated; they are situated in these cognitive frames. Language users bring their shared knowledge and experience to interpret meanings, and this shared structure underlies communication. Thus, frame semantics links meaning directly to encyclopedic knowledge, which sets it apart from truth-conditional or strictly syntactic models.

3.1.2 The use of polysemy in UK Parliament acts

Legal language often appropriates terms from ordinary language, assigning them with more specialized meanings within the context of legal discourse. This borrowing is driven by practical necessity – it is simply not feasible to create a distinct word for every conceivable legal concept. Furthermore, many legal concepts, such as contracts, property ownership, or criminal activities, regulate fundamental relationships and actions that originate in everyday life. As a result, legal language often adapts existing words to express these specialized notions, adding layers of legal meaning to their ordinary meanings. For example, the word *person*, while broadly used in common language to refer to any human being, carries a more specific and technical meaning in legal contexts. Legally, it refers to an entity capable of acting in its own right and of possessing legal rights and liabilities. This definition encompasses both individuals (and "natural persons") and corporate organisations. The term *person* appears in all three acts under analysis. For instance, in the *Employment Rights Act 1996* (Section 230), the definition of *employee* is tied to a legal relationship: *"Employee' means an individual who has entered into or works under a contract of employment. ... 'Employer' means the person by whom the employee is employed."* This illustrates how

the legal use of a person extends beyond its everyday usage to include entities capable of entering into contractual relationships. Some other examples are: *capacity; discovery; service; holding; tender; case; trust; battery; action; offer; claim etc.*

Moreover, *Criminal Justice Act 2003, Employment Rights Act 1996* and *Consumer Rights Act 2015* include legalese or specialized vocabulary that legal professionals use. These terms often have specific procedural, evidentiary, or institutional meanings and are rarely encountered outside legal contexts. For example, such terms in *Criminal Justice Act 2003* are *indictable offence*, *committal, hearsay*, *admissibility*. They are monosemic legalese and usually do not have semantic overlap with general language. Therefore, not legalese that create ambiguity but terms that can have multiple meanings and derive from general language or other non-legal domains. However, as we have observed even within legal contexts the same term may have different legal meanings.

Words in legal discourse often carry multiple, context-sensitive meanings that shift depending on the surrounding legal framework, institutional practices, and communicative goals. Unlike fixed dictionary entries, legal terms require dynamic interpretation influenced by lexical and grammatical context. While some models suggest separate mental listings for each sense, the complex and nuanced nature of legal language means meaning emerges only through careful contextual analysis. Thus, understanding legal polysemy demands attention to both ordinary and specialized uses across different areas of law, recognizing that meaning is constructed interactively rather than statically stored.|

One of the explicit examples of ordinary word that has a legal meaning in acts is ***battery*** which appears in both tort and criminal law in English, with a very different meaning than in common language. In everyday usage, *battery* is understood as “a device that produces electricity to provide power for electronic devices, cars, etc.” [186]. It can also refer to “a number of large guns and similar weapons operating together in the same place”. In legal language, however, *battery* is defined as “the infliction of unlawful personal violence, which includes any infringement of personal autonomy, however slight the contact may be, without consent or other lawful excuse.” [187]. At first glance, there appears to be no conceptual connection between a power source, weaponry, and physical assault, which might suggest that the term falls under homonymy. However, etymological evidence reveals a systematic mapping of meanings from a single origin. According to the *Online Etymology Dictionary*, the term *battery* originates from the notion of “action of battering”, particularly in legal contexts, referring to “the unlawful beating of another” [188]. This traces back to the French *batterie*, from Old French *baterie* meaning "beating, thrashing, assault," which in turn stems from *batre*, meaning "to beat," and Latin *battuere*. The word 'battery' has undergone a semantic evolution. Originating in French, it initially referred to the bombardment of fortresses. By the 1550s, it had evolved to describe artillery units. Benjamin Franklin, in 1748, likely extended this meaning to electrical cells, drawing a parallel between electrical discharges and the firing of artillery [188]. A shared etymological root may not always be obvious, and only thorough research can uncover the historical and conceptual links that explain the development of such diverse

meanings. These meanings, though distinct today, share underlying conceptual connections highlighting the cognitive mechanisms behind polysemy.

The term ***acquisition*** is another commonly used in both ordinary English and legal English, though with nuanced differences in meaning. In everyday language, *acquisition* often refers to "the process of learning or obtaining something" or "something obtained, typically through purchase" [189]. In linguistics, the term is frequently employed in the context of *second language acquisition*, describing the process of learning a language beyond one's native tongue. In legal contexts, however, *acquisition* can carry a more specific meaning. For instance, in the UK, the term is defined as "a supply of goods or a transaction treated as a supply of goods, which does not alter the identity of the person holding the property in the goods" [190]. This narrower legal usage highlights the technical specificity the term can take on depending on the field. The term can also refer to "something such as a building, another company, or a piece of land that is purchased by a company, or the act of purchasing it". For example, the Cambridge Dictionary provides the sentence: *The company is considering a number of acquisitions* [189]. A lawyer interpreting this would infer that the term *acquisitions* implies the purchase of other companies, even though this is not explicitly stated.

Context-dependent polysemy arises dynamically based on how the word interacts with the linguistic or situational context. Unlike words with clear-cut, distinct meanings, surrounding context-dependent polysemous words require active interpretation based on the situation, background knowledge, and communicative goals. If we discuss the pragmatic side the meaning is not fixed but constructed dynamically by speakers and listeners during communication.

The two widely acknowledged primary types of linguistic contexts that influence the specific meanings of words are lexical context and grammatical context. These types are distinguished by whether the lexical or grammatical component dominates in determining a word's meaning, with lexical contexts primarily shaping the meaning of a polysemous word through its combination with other lexical items [191]. They refer to the different ways meaning is shaped by the linguistic environment in which a word occurs. In lexical contexts, the meaning of a word is determined primarily by the words it co-occurs with – it's surrounding vocabulary. For example, the word *charge* can mean a financial cost in the phrase *service charge*, a legal accusation in *criminal charge*, or a responsibility in *in charge of operations*. The surrounding lexical items guide the reader or listener toward the appropriate interpretation. In contrast, grammatical context involves the syntactic structure in which a word appears such as verb tense, noun class, or sentence position, which can significantly affect meaning. For instance, the word *claim* as a noun (*He filed a claim*) versus a verb (*She claims damages*) shows how grammatical function alters both usage and interpretation.

D.A. Cruse argues about how lexical semantics and grammatical function interact to shape meaning. According to D.A. Cruse grammatical semantics examines how meaning interacts with syntax, such as how words like *yellow* change meaning across grammatical roles (adjective, noun, verb), and how morphemes (e.g., *-ed*, *re-*)

carry meaning [165]. It overlaps with lexical semantics, since word meanings often influence grammatical behavior.

Certain words in legal discourse have several layers of meaning that change slightly or dramatically depending on the legal context. These phrases can function across statutes, case law, and administrative procedures with differing degrees of sophistication because they frequently appear in both general and specialized registers. Their complete meaning can only be accessed through careful contextual reading because their interpretation frequently depends on surrounding legislation, institutional practices, or procedural frameworks. These phrases are prime examples of the natural polysemy in legal language, where ambiguity and accuracy frequently coexist. For example, the different senses of the term *acquisition* are interconnected in a semantic network. The core meaning of "obtaining" serves as a central node, with the more specialized legal senses branching out, representing more specific and nuanced applications of the core meaning. These legal senses often involve additional conceptual components, such as legality, ownership, rights, and contractual obligations, which are not necessarily present in the general sense.

3.2 Empirical evidence of polysemy in legal English

3.2.1 Polysemy in legal discourse: word frequency across CRA, CJA, and ERA

In the previous chapter, we looked closely at vague language in the *Criminal Justice Act 2003*, the *Employment Rights Act 1996*, and the *Consumer Rights Act 2015*. This chapter continues that inquiry by focusing on polysemy. We examined how terms derived from everyday language appear in those same three acts and how they can lead to interpretive complexity. To broaden the analysis, we also considered examples from other pieces of legislation where this kind of ambiguity plays an important role in how legal provisions are understood and applied.

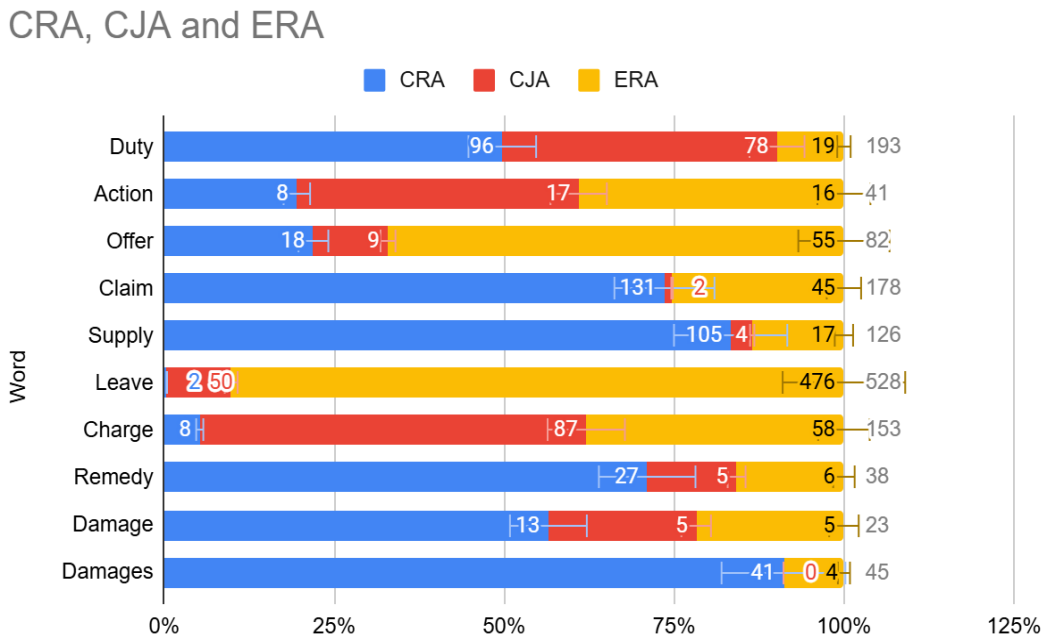
To better understand how polysemous terms function in legal texts, we conducted a frequency-based analysis using the text analysis tool LancsBox to determine the frequency of selected terms across the *Consumer Rights Act 2015*, *Employment Rights Act 1996*, and *Criminal Justice Act 2003*. Frequency analysis is particularly valuable in this context, as it reveals not only which terms are most prominent within each statute, but also how frequently potentially polysemous words occur across different legal domains. By examining the distribution of polysemous terms and usage patterns, we can trace how legal meaning shifts or stabilizes between statutes.

Furthermore, words that have transitioned from everyday usage into legal terminology rarely retain a single, fixed meaning. Even within legal language itself, their interpretation can shift depending on the specific area of law in which they are used. Therefore, to achieve a more complete and nuanced understanding of such polysemous terms, this study examined legal vocabulary derived from ordinary language by analysing the contexts in which these terms appear across different legal domains.

For this analysis, we selected 11 frequently recurring terms: *duty*, *action*, *claim*, *offer*, *remedy*, *leave*, *notice*, *supply*, *charge*, *damage* and *damages*. It is important to note that *damage* and *damages*, while morphologically related, have distinct legal

meanings: *damage* typically refers to harm or loss, whereas *damages* denote financial compensation. Therefore, we treated them as separate analytical units. We selected these terms because they are commonly used in legal contexts and illustrate how ordinary words acquire specialized meanings in legal discourse. Our initial step involved raw frequency analysis to establish how often each term appears in each of the three Acts, laying the groundwork for further semantic and contextual investigation. Diagram 1 breaks down the frequency of each term within each Act.

Diagram 1. Distribution of polysemous terms in the CRA, CJA, and ERA (by count)



,

Although all the terms appear in each of the three statutes, some occur more frequently in one than in others, depending on the legal relationships and subject matter the Act addresses. As we observe in Diagram 1, the terms *damages* (41), *supply* (105) *and remedy* (27) occur more frequently in the *Consumer Rights Act 2015* (CRA) than other acts. Notably, the term *leave* appears most frequently in the *Employment Rights Act 1996* (ERA), with 476 instances. This distribution indicates context-specific semantic development of these terms. In contrast, the term *leave* appears only twice in the Consumer Rights Act 2015, which may suggest that in this context, it is used in a more general or non-technical sense. According to Diagram 1, the term *duty* is the most prominent across all three statutes, occurring 96 times in the CRA, 78 times in the CJA and 19 times in the ERA. This higher overall frequency across all Acts increases the likelihood that *duty* retains a consistent legal meaning across different legal contexts. Meanwhile, *damage* is the least salient term, showing the lowest frequency (23) across all three Acts.

It is important to note that raw frequency analysis does not account for grammatical categories such as nouns, verbs, or adjectives. While frequency data offer

a preliminary insight into lexical prominence across legislative texts, deeper semantic analysis reveals that both lexical and grammatical meanings vary significantly by context. Terms such as *offer*, *claim*, *supply*, *charge*, and *damage* can function both as nouns and verbs, potentially altering their meaning in different Acts. Table 4 below initiates this analysis by providing the distinct semantic domains or "senses" the selected terms occupy in their respective legal contexts. Further, the data presented in Table 4 was unpacked by examining each term individually, exploring how its grammatical form and legal context activate meanings that are at once stable and highly adaptable

Table 4. Observed senses of selected polysemous terms in CJA, CRA and ERA

Term	Criminal Justice Act 2003	Consumer Rights Act 2015	Employment Rights Act 1996
Action	General sense Legal sense	Legal sense	Legal sense Quasi-legal
Offer	Legal sense	Term of art	Term of art Legal sense
Charge	Legal sense	Technical legal use Quasi-legal General	Everyday commercial sense
Supply	Term of art General sense	Fixed legal Expression Quasi-legal	Term of art General sense
Leave	Term of art	General sense	Legal sense General sense
Damage	Term of art	Legal sense Legal doublet	Quasi-legal sense
Damages	(is not used)	Legal sense	Term of art
Remedy	Technical legal sense	Legal sense	Legal sense
Duty	Legal Sense	Legal sense	Legal sense
Claim	General non-technical sense	Legal sense	Legal sense

1) Action

One of the terms that holds distinct meanings in both ordinary and legal contexts is the term *action*. In general English, *action* is commonly defined as "the process of doing something, especially when dealing with a problem or difficulty" or as "a physical movement". In a legal context, however, the term carries a more specific definition. According to the Legal Information Institute of Cornell Law School, *action* refers to a judicial proceeding: "If a party brings a civil or criminal case against you, an action has been brought against you" [192]. However, examining the *Employment Rights Act of 1996, the Consumer Rights Act of 2015,* and the *Criminal Justice Act of 2003,* revealed that the term does not appear very frequently with 8 instances in CRA, 16 in ERA and 17 in CJA.

Consumer Rights Act 2015:

a) Section 20 of the *Consumer Rights Act 2015* states: "*A term which has the object or effect of excluding or hindering the consumer's right to take* ***legal action*** *or exercise any other legal remedy, in particular by ...*". In this context, the term *action* clearly carries a fixed legal meaning, referring to the initiation of a lawsuit or the pursuit of a legal claim. This meaning aligns with its conventional usage in legal discourse and is generally understandable without needing additional context.

b) Schedule 8 Section 47E (2) provides: *"Where this subsection applies — (a) in the case of proceedings in England and Wales, the Limitation Act 1980 applies as if the claim were* ***an action in a court of law****"*. The phrase *action in a court of law* is a well-established legal expression that unequivocally denotes the initiation of legal proceedings or a lawsuit. The meaning of *action* is readily accessible without reliance on broader textual cues. Its meaning is not derived from the broader context but from its inclusion in this established legal formula, making its interpretation unambiguous, especially for a legally literate audience.

c) In Section 22(c) of the *Consumer Rights Act 2015, which read: "where the contract requires the trader to install the goods or* ***take other action*** *to enable the consumer to use them, the trader has notified the consumer that the action has been taken"*, the term action clearly does *not* refer to a lawsuit or legal proceedings. Instead, it denotes a practical or operational step, specifically, something the trader does to enable the consumer to use the goods (e.g., installation, configuration, delivery setup). Here, *action* is used in its general, non-legal sense, meaning an act or activity undertaken. Its meaning is only clear when viewed in context, particularly due to the reference to "install the goods" and "enable the consumer to use them".

The sections discussed above illustrate how the term *action* can function with both general and legal meanings within statutory texts. In some instances, it is used as a term of art and understood without additional context; in others, its interpretation depends on the surrounding language.

Criminal Justice Act 2003:

The term *action* in the *Criminal Justice Act 2003* does not appear to carry the formal legal meaning of initiating a lawsuit or legal proceedings. Instead, its usage reflects a more general or operational sense, highly dependent on context.

a) Section 23ZA(2) states*: "If the victim expresses the view that the offender*

should carry out a particular action listed in the community remedy document, the prosecutor or authorised person must attach that as a condition unless it seems to the prosecutor or authorised person that it would be inappropriate to do so". In this section, *action* refers to remedial or rehabilitative acts such as apologies or community service, and thus signifies a behavioral response rather than a legal claim.

b) Section 86 provides*: (1)"Section 85 does not prevent an officer from* ***taking any action*** *for the purposes of an investigation If — (a)* ***the action*** *is necessary as a matter of urgency to prevent the investigation being substantially and irrevocably prejudiced... taking into account the urgency of the situation; (2) it is not reasonably practicable to obtain that consent before* ***taking the action****".* Here, action clearly refers to procedural steps within an investigation, such as collecting evidence or conducting interviews.

c) Section 246B(c) states*: "the Board believes that the prisoner has information about where, or how, the victim's remains were disposed of (whether the information relates* ***to the actions*** *of the prisoner or any other individual) which the prisoner has not disclosed to the Board ("the prisoner's non-disclosure")"* The word actions in this instance pertains to physical behavior, such as concealing or disposing of remains, rather than any judicial or legal step.

Taken together, these examples demonstrate that in the context of the *Criminal Justice Act,* the term action is employed consistently in its general, non-legal sense, referring to concrete behavior, operational steps, or remedial conduct.

Employment Rights Act 1996:

The term *action* appears frequently in the *Employment Rights Act 1996*, and, as in the *Consumer Rights Act 2015,* it functions both in its broader, ordinary-language sense and as a legal term of art, depending on the context in which it is used.

a) Section 14(5) *action* clearly refers to participation in industrial action: *"Section 13 does not apply to a deduction from a worker's wages made by his employer where the worker has taken part in a strike or other* ***industrial action*** *and the deduction is made by the employer on account of the worker's having taken part in that strike or* ***other action****".* The term describes collective labour conduct, such as strikes, and does not carry a legal-technical meaning.

b) A similar general use is found in Sections 47C (3): " *a reason prescribed under this section in relation to parental leave may relate to* ***action*** *which an employee takes, agrees to take or refuses to take under or in respect of a collective or workforce agreement…*". In this context, *action* refers to employee behavior at work, especially when it falls under the purview of collective bargaining agreements or protected employment activities.

d) Sections 104A (a), 104B, and 104D reflect a more nuanced, quasi-legal sense: *"****any action*** *was taken, or was proposed to be taken, by or on behalf of the employee with a view to enforcing, or otherwise securing the benefit of, a right of the employee's to which this section applies."* Although the term *action* is still used to describe conduct, it is situated in a legal enforcement context, where the employee's actions result in regulatory repercussions like penalties or prosecution against the business. As a result, the phrase here has a combination of legal and general connotations.

e) Section 201(c) employs *action* in its most explicitly legal form: "...*in respect of offences,* ***causes of action*** *or other matters arising in connection with offshore employment*…" The phrase "causes of action" is a term of art, referring to grounds for starting legal proceedings, illustrating the term's ability to take on a completely legal meaning when included into well-known legal expressions.

Although the term *action* is consistently used as a noun across the three Acts, its interpretation is shaped by grammatical and syntactic cues. In particular, the presence or absence of modifiers plays a crucial role in determining meaning. Bare noun forms such as *action taken* tend to indicate general or behavioral senses, while modified expressions like *legal action* or *cause of action* signal specific legal interpretations. Additionally, the plural form *actions* typically refers to observable behaviors or sequences of conduct rather than legal proceedings.

Across the three Acts, the term *action* exhibits context-dependent interpretations. In the *Consumer Rights Act 2015*, it primarily carries a legal meaning, such as initiating a lawsuit or statutory enforcement, while also appearing in a general sense to describe operational steps taken by traders. In *the Criminal Justice Act 2003*, the term is used predominantly in its general or behavioral sense describing the conduct of offenders, police activity, or community remedy measures without a direct connection to formal legal proceedings. In the *Employment Rights Act 1996*, *action* appears in a range of senses: general usage in the context of industrial action, a quasi-legal meaning when referring to steps taken by employees to enforce their rights, and a fully legal sense in phrases like *cause of action*.

2) Offer

In ordinary English, the noun *offer* typically denotes "a question in which you ask someone if they would like something" [193]. However, in a legal context, the term takes on a precise doctrinal meaning: it is one of the fundamental elements of a contract, essential for the formation of a legally binding agreement. An offer in law is not merely a linguistic expression but a deliberate legal act, often formalised through a written proposal that outlines definite terms and conditions. Importantly, the legal meaning of *offer* is not defined explicitly in statutory law. Instead, it has been shaped by common law principles and judicial interpretation, as developed in landmark cases such as *Carlill v Carbolic Smoke Ball Co* [1893], *Harvey v Facey* [1893], and *Gibson v Manchester City Council* [1979]. These cases have clarified the criteria that distinguish a valid offer from an invitation to treat or mere negotiation, reinforcing the idea that an *offer* carries significant legal weight, capable of initiating enforceable obligations or legal consequences.

The term *offer* appears in its raw form 18 times in the *Consumer Rights Act 2015*, 55 times in the *Employment Rights Act 1996*, and 9 times in the *Criminal Justice Act 2003*. As a noun, it occurs only once in the CRA, but 30 times in the ERA and twice in the CJA. This distribution suggests that, while *offer* functions commonly as a verb across all three Acts, its nominal form is more prevalent in employment-related legal discourse, reflecting the procedural and negotiation-heavy nature of that field.

Consumer Rights Act 2015

In the *Consumer Rights Act 2015*, the term *offer* is most often used as a verb such as *offered, offers, offering* and it consistently appears in formal, legal contexts. The most frequent use of offer in the CRA falls into a quasi-legal category. It is not the general, everyday sense of making a suggestion, nor is it the strict, technical sense found in litigation. Instead, it refers to the formal act of making goods or services available in a regulated commercial market, which in itself triggers legal consequences.

a) In Section 30(6) and Section 91 (1) *offer* is a performative verb: *"The guarantor and any other person who* ***offers to supply*** *to consumers the goods which are the subject of the guarantee must, on request by the consumer, make the guarantee available to the consumer within a reasonable time, in writing and in a form accessible to the consumer"*; *"the offence relates to the re-sale of a ticket for a recreational, sporting or cultural event in the United Kingdom"*. It is quasi-legal because while it is a term of art within consumer law, it doesn't refer to a formal legal proceeding but to a regulated market action. Its meaning is more specific and consequential than a general offer but less technical than a legal offer to settle.

b) Section 49A (11): *"This section does not affect a person's right to* ***offer to settle*** *opt-in collective proceedings"*. In these contexts, the verb *offer* functions as a fixed legal collocation and a clear term of art within civil procedure. It refers to a specific, rule-governed proposal to end a lawsuit.

The polysemy of offer in the CRA is not random but highly systematic. The term operates on a spectrum from a quasi-legal commercial act to a fully legal procedural move.

Criminal Justice Act 2003

In the *Criminal Justice Act 2003 (CJA)*, the verb *offer* appears primarily in procedural and criminal justice contexts. Notable examples include:

a) Section 19(6D)(b): *"...has been* ***offered a relevant assessment****..."*;
b) Section 19(6B)(2)(a): *"a relevant assessment has been* ***offered*** *to the defendant but he does not agree to undergo it" ;*
c) Section 29(2C)(b): *"the relevant prosecutor decides that it would be appropriate for the automatic online conviction option to be offered…" ;*
d) Section 327(4A)(c)(i):*"supplying or* ***offering*** *to supply a Class A drug to a child"*.

The usage of *offer* in these sections demonstrates a dual legal function. On one hand, it refers to formal procedural steps such as offering rehabilitative assessments or alternative legal processes. On the other hand, it denotes criminal intent, particularly in the context of drug offences. The phrase *offering to supply a Class A drug* is especially significant. Under UK law, this wording establishes criminal liability: the act of offering alone can be punishable, regardless of whether the actual supply takes place. In this context, *offer* is imbued with mens rea implications. Thus, within the CJA, the verb *offer* illustrates clear polysemy: its meaning shifts depending on the legal domain and collocates. It may signal either a procedural opportunity or a prosecutable offence, demonstrating how even a common verb assumes distinct legal meanings within a single legislative framework.

Employment Rights Act 1996

In the *Employment Rights Act*, *offer* is again primarily used as a verb, but within a more interpersonal and procedural employment context. Its usage is often tied to employer–employee relations, workplace negotiations, and statutory entitlements. Common contexts include:

a) Section 29(4)(a) states: *"...his employer has* ***offered to provide*** *alternative work for that day which is suitable in all the circumstances...";*

b) Section 45(6) sets out: *"Where an employer* ***offers to pay*** *a sum specified in the offer to any one or more employees..."*;

c) Section 111A(2) provides that: *"...'pre-termination negotiations' means* ***any offer made*** *or discussions held, before the termination of the employment in question..."*.

In all these instances, *offer* signifies a formal communicative act within the employer-employee relationship. Unlike a casual proposal, a legal offer under the ERA is a pivotal event. It can create new contractual terms, trigger statutory protections, or initiate a formal legal process (a settlement offer in pre-termination negotiations). Therefore, within the ERA, offer consistently functions as a procedural and contractual term of art. It is the mechanism by which parties propose changes to their legal relationship, and its acceptance or rejection carries direct and significant legal consequences. For example, refusing an employer's offer of suitable alternative work can impact the employee's eligibility for certain payments or protections.

Across the *Consumer Rights Act 2015*, *Employment Rights Act 1996*, and *Criminal Justice Act 2003*, the word *offer* consistently functions as a verb and as a term of art or quasi-legal term, though its exact meaning shifts depending on the legal domain and collocates. The grammatical structure and co-text play crucial roles in determining whether *offer* signals a commercial transaction, an employment arrangement, or even a criminal offense. This illustrates the importance of contextual and grammatical analysis in understanding polysemous terms in legal discourse.

3) Charge

The term *charge*, exemplifies legal polysemy, with its meaning shifting according to the legal context in which it is used. Its usage across the *Criminal Justice Act 2003*, *Employment Rights Act 1996* and *Consumer Rights Act 2015* reflects this variability, shaped by the objectives and scope of each statute. The term appears most frequently in the CJA (87 instances), less so in the ERA (56 instances), and least in the CRA (8 instances). This distribution likely reflects its status as a fixed legal term in criminal law, where *charge* typically denotes a formal criminal accusation. Despite its relevance to consumer transactions, the relatively low frequency of the term *charge* in the *Consumer Rights Act 2015* suggests that its use in this context is narrowly defined and often replaced by more precise terms such as *price*, *payment* and *remuneration*. Within consumer law, *charge* typically refers to a cost associated with goods or services, a usage that, while distinct from its criminal law counterpart, retains legal significance. Similar to the term *battery*, the divergence in meaning across legal domains might suggest homonymy rather than polysemy. However, despite the clear semantic gap between its use in criminal law (as a formal accusation) and in consumer law (as a monetary fee), both senses trace back to a shared conceptual and etymological

origin. According to Etymonline, *charge* originates from the early 13th-century verb *chargen*, meaning "to load or burden," derived from Old French *chargier* and Late Latin *carricare*, "to load a cart," from *carrus*, a "two-wheeled wagon." [194]. This shared origin underpins both senses: the imposition of a legal burden (criminal charge) and the financial burden or cost (consumer charge). Thus, the relationship between these meanings is best understood as polysemous, rooted in a common metaphorical extension.

Consumer Rights Act 2015

In the *Consumer Rights Act 2015*, the term *charge* appears in both commercial and technical legal contexts, illustrating its semantic flexibility.

a) In Section 83(8), *charge* carries a commercial meaning: *"The appropriate national authority may by regulations specify – (a) other ways in which a letting agent must publicise details of the relevant* ***fees charged*** *by the agent…"*. Here, *charged* refers specifically to fees imposed by letting agents for their services. The phrase "fees charged by the agent" clearly denotes monetary amounts payable by consumers, representing the standard transactional use of the term in a commercial context.

b) Sections 3(c) and 17(2)(b), employ *charge* in a technical legal sense. Section 17(2)(b) states: *"...will not be disturbed by a person claiming through or under the trader, unless that person is* ***claiming under a charge*** *or encumbrance that was disclosed or known to the consumer before entering into the contract …"*. Similarly, Section 3(c) refers to "*a contract intended to operate as a mortgage, pledge,* ***charge*** *or other security*." In these instances, *charge* denotes a legal interest in property, typically used as security for the performance of an obligation. This specialized meaning falls within the domain of property and contract law and is reinforced by its co-occurrence with other legal terms such as *mortgage*, *pledge*, and *encumbrance*. These collocates signal a shift away from everyday transactional language toward a precise, technical interpretation.

Criminal Justice Act 2003

In the *Criminal Justice Act 2003*, the meaning of *charge* shifts toward criminal procedure.

a) In Section 9 (4)(a), it is used in a legal and accusatory context: *"he has been* ***charged*** *with a recordable offence or informed that he will be reported for such an offence";* The term charge refers to the formal accusation of a criminal offence, marking the start of the criminal process and triggering various procedural rights and obligations.

b) Section 40 (1) states: *"The Secretary of State shall prepare a code of practice which gives guidance to police officers, and other persons* ***charged with the duty*** *of investigating offences…"*. Although the phrase *charged with the duty* is idiomatic, it still carries a sense of formal responsibility assigned to a person in the context of criminal investigations.

Taken together, these examples demonstrate that the term *charge* operates with at least three distinct meanings across the acts. It can refer to a fee, a legal interest or encumbrance, or a criminal accusation or formal responsibility. Among these, the *Consumer Rights Act 2015* is the most polysemous, employing the term in both

financial and legal-technical senses. The *Criminal Justice Act 2003*, on the other hand, uses the term narrowly but with high legal weight, while the *Employment Rights Act 1996* limits it to the commercial domain.

Employment Rights Act 1996

In the *Employment Rights Act* 1996, the term *charge* is used in the context of employer obligations regarding gratuities.

a) Section 27C (3) provides: *"An 'employer-received tip' is an amount paid by a customer of an employer by way of a tip, gratuity or* ***service charge*** *(*however described)*…"* In this context, *charge* refers to a monetary amount added to a bill in a hospitality or service context. It does not carry legal enforceability in the strict sense, but rather plays a role in ensuring fair distribution of tips and transparency in remuneration. The term is understood in its everyday commercial sense, where it simply denotes an additional amount paid by a customer.

4) Supply

The term *supply***,** which in ordinary English means "to provide something that is wanted or needed**,** often in large quantities and over a long period of time" exhibits notable polysemy across different legal domains, assuming context-specific meanings shaped by legal function and statutory design [195]. A frequency analysis using LancsBox reveals that *supply* occurs 105 times in the *Consumer Rights Act 2015*, 17 times in the *Employment Rights Act 1996*, and 6 times in the *Criminal Justice Act 2003*.

Consumer Rights Act 2015

In the *Consumer Rights Act 2015*, *supply* appears most frequently and is deeply embedded in the legal framework of transactions between traders and consumers.

a) Section 1(1) states: *"This Part applies where there is an agreement between a trader and a consumer for the trader to* ***supply goods, digital content or services****"*. In this example, *supply* is used in the verb form, establishing a legal duty.

b) Similarly, Section 2(8) refers to goods as *"any tangible moveable items, but that includes water, gas and electricity if and only if they are put up* ***for supply*** *in a limited volume or set quantity",* where *supply* functions nominally. In this domain, the term is clearly fixed and highly legalized, consistently referring to the provision of goods or services under contractual terms. High frequency and repeated occurrence of phrases *supply goods*, *supply services* and *supply digital content* in foundational sections demonstrate its central role in defining consumer-trader relationships. The phrase *supply of goods* functions as a fixed legal expression, as evidenced by its consistent use across multiple sections of the Act and its established definition in authoritative legal sources. This is further supported by its inclusion in LexisNexis as a recognized legal term. Moreover, the word *supply* appears more frequently as a verb, particularly in expressions such as *a contract to supply goods*, indicating its functional prominence in articulating contractual obligations within the Act.

Criminal Justice Act 2003

In the *Criminal Justice Act 2003*, the term *supply* appears only four times, a lower frequency than in other statutes, but its usage carries distinct legal connotations. Three of these instances are used to describe or categorise drug-related crimes as in section 327 4A (c) (i) *"supplying or offering to* ***supply*** *a Class A drug to a child"*. However,

the *Criminal Justice Act* does not itself define the primary offence of drug supply. Instead, it refers to the offence as established in other legislation, most notably the *Misuse of Drugs Act 1971*. This confirms that *supply of drugs* is a highly fixed legal term of art, with its primary definition rooted in a different statute but referenced by the *Criminal Justice Act 2003* for its own purposes, such as defining qualifying offences for evidentiary rules.

Employment Rights Act 1996

a) In Section 17 (3) the term *supply* appears in the context of transactions and collocates with *goods* and *services*, similarly to its usage in the *Consumer Rights Act 2015:* "*references in this section to a "retail transaction" are to the sale or* ***supply of goods*** *or the* ***supply of services*** *(including financial services)".* This indicates that the phrase *supply of goods/services* functions as a fixed legal expression frequently used in statutory contexts.

b) Section 68A of the *Employment Rights Act 1996* introduces a different usage of the term: (1) *"For the purposes of this Part, the* ***supply of an agency worker*** *to a hirer is ended on maternity grounds if, in consequence of action taken pursuant to a provision listed in subsection..."*. In this context, *supply* is used as a legal term meaning the placement of labour by an agency, and the phrase *supply of an agency worker* can be considered a term of art due to its narrower and more specific meaning in UK employment law. It reflects a triangular relationship involving the agency, the worker, and the hirer, where the agency provides the worker's services temporarily to the hirer.

c) The term *supply* occurs in Section 80M (2), though in a more general sense: *"provision under subsection (1)(a) may, in particular, provide that an employer cannot require an employee to* ***supply evidence*** *in relation to a request for leave under section 80J before granting that leave"*. In this context, *supply* simply refers to the provision of information or documents, aligning with its ordinary, non-technical meaning.

Grammatically, the term *supply* demonstrates dual functionality, appearing as both verb and noun in all three acts. As a verb, it implies action, obligation, or transfer (e.g., to supply goods, to supply evidence). As a noun, it refers to the object or outcome of that action (e.g., the supply of digital content, the supply of a worker). This flexibility contributes to the term's polysemous nature, with its interpretation dependent on contextual cues, grammatical framing, and legal setting.

The variation in frequency reflects the different legal priorities of each domain. The CRA focuses heavily on consumer transactions and contract fulfillment, hence the term *supply* appears extensively. In the ERA, its presence is more restricted to employment logistics and administrative processes. In the CJA, its limited use marks its presence in contexts where supply becomes a criminalized activity. However, it can is observed that in each Act, *supply* collocates with different words, forming distinct terms of art, while also occasionally being used in a more general sense within the same legal context.

5) Leave

The term leave, originating from general language, serves as a compelling example of a polysemous word whose meaning shifts across different legal domains.

Consumer Rights Act

In the *Consumer Rights Act 2015*, the term appears only three times, both instances occurring in Section 33(6): *"on **leaving the premises** the officer must—(a) **leave a notice** on the premises and (b) **leave** the premises as effectively secured against trespassers as the officer found them".* In this example, leave functions solely as a verb, used in its literal, physical sense of departing a location and placing an object (a notice). Thus, in the CRA the term is not used to indicate a term of art.

Employment Rights Act 1996

The term *leave* appears most frequently in the *Employment Rights Act 1996*, with a 476 number of instances, reflecting its central role in employment law where the regulation of various types of employee leave is a key concern. In legal contexts, leave generally refers to an authorised period of absence from work, and this meaning is consistently retained throughout the Act. Notably, the term collocates with a range of modifiers to denote specific forms of statutory leave, including *maternity leave, paternity leave, adoption leave, carer's leave, neonatal leave, and parental bereavement leave.*

Grammatically, *leave* is used exclusively as a noun in the Act and frequently occurs in fixed legal phrases such as "amount of leave", "period of leave", "entitlement to leave", "return from leave", "absent on leave", and "take leave". These collocations signal the term's status as a legal term of art, indicating clearly defined rights and obligations in employment law.

The use of *leave* across the *Employment Rights Act 1996* can be seen in various sections:

a) Section 47C (3) references *parental leave* in the context of collective agreements: "*a reason prescribed under this section in relation to **parental leave** may relate to action which an employee takes, agrees to take or refuses to take under or in respect of a collective or workforce agreement*";

b) Section 71(2) outlines the regulatory framework for *ordinary maternity leave: "(2) an ordinary **maternity leave** period is a period calculated in accordance with regulations made by the Secretary of State"*;

c) Section 71(3A) (c) provides that an employee *"is entitled to return from **leave** to a job of a prescribed kind";*

d) Section 75A (1) states: *"an employee who satisfies prescribed conditions may be absent from work at any time during an ordinary **adoption leave** period"*;

e) Section 75E (1) affirms the right *"(g) …to be absent from work **on leave** under this subsection for the purpose of caring for the child".* Subsection 6(a) and (b) detail the amount of leave and how much of the entitlement the employee intends to exercise.

These examples demonstrate that leave in the ERA is not an informal permission but a substantive legal right, a quantifiable and enforceable entitlement that governs the relationship between employer and employee. This highly specific, rights-based usage stands in stark contrast to the term's function in other legal domains. Therefore, the lexical item *leave* widely used in common language illustrates a significant semantic and functional shift across legal domains

Criminal Justice Act 2003

The connotation of the term leave in Criminal Justice Act is interesting as it is completely different from the normal conversation where it means, "to depart" or "time off work". The *Criminal Justice Act 2003* features over 50 instances of leave, most of which function as a noun, signaling procedural authority or permission. Examples include:

a) Section 39(7), *"…comment by another party under subsection (5)(a) may be made only with* ***the leave of the court****."*;

b) Section 47(2), *"Such an appeal may be brought only with the only with the* ***leave of the judge or the Court of Appea****l"*;

c) Section 48A (b), *"any appeal or application* ***for leave to appeal*** *relating to such a hearing…"*;

d) Section 84(3), *"The Court of Appeal must not give* ***leave*** *unless satisfied that…"*.

These constructions – *leave of the court* and *leave of the judge* are terms of art and often used in appellate contexts to refer to formal judicial authorization. They are used interchangeably since a court's authority is exercised by a judge. Moreover, the term *leave to appeal* is the name of the formal request one submits to the court to ask for that permission. Legal systems value clarity and formality. Therefore, using the term *leave* distinguishes ordinary permission from judicial permission, and the term in this sense is archaic and dates back to Middle English. This change from a verb about physical action to a noun about legal permission demonstrates a key aspect of polysemy in law: words do not just have multiple meanings, but their usage can shift grammatically and contextually across statutes.

6) Damage

The term *damage* appears with differing frequency and nuance across all three statutes: 13 times in the *Consumer Rights Act 2015*, 5 times in the *Employment Rights Act 1996*, and 5 times in the *Criminal Justice Act 2003*. While the term occurs in all three texts, its semantic scope and legal function vary significantly depending on the domain of law each Act represents.

Consumer Rights Act 2015

In the *Consumer Rights Act, damage* primarily refers to harm caused by faulty digital content or unsafe conditions that affect consumers.

a) Section 46 (b) outlines the consumer's right to a remedy when: *"the digital content causes* ***damage*** *to a device or to other digital content.*" It continues by specifying obligations on the trader, including the duty to: "*repair the damage*" or *"compensate the consumer for the damage"*. The concept of something being damaged is ordinary. However, the Act places this into a strict legal framework.

b) Section 46 (d) creates a specific statutory remedy that goes beyond ordinary contract law. It is not just any damage, but *"the* ***damage*** *is of a kind that would not have occurred if the trader had exercised reasonable care and skill"*. This introduces a legal test of negligence. The terms "repair" and "compensate" are also legal remedies.

c) In Section 66 (4) (a) states *"the person suffers* ***loss or damage*** *because of the dangerous state of the premises…"*. *Loss and damage* is a classic legal doublet that carries a much broader, traditional meaning rooted in tort law suggesting its status as a

conventional legal collocation within civil and consumer law. Here, *damage* could refer to personal injury, property damage, or other forms of loss a person suffers due to unsafe premises

Criminal Justice Act 2003

In the *Criminal Justice Act,* the term *damage* is used in a context more aligned with criminal offences and intentional harm to property.

a) Schedule 15, Section 32(b) refers to an individual intending to: *"do* ***unlawful damage*** *to a building or anything in it"*. This usage positions *damage* within a criminal legal framework, where it denotes deliberate physical harm and is associated with criminal liability. The idea of damage is ordinary, however, the phrase *unlawful damage* is a specific legal term of art. The word "unlawful" elevates the act from a civil wrong to a crime.

Employment Rights Act 1996

In contrast, in the *Employment Rights Act 1996*, the term "damage" appears in the context of whistleblowing and environmental harm.

a) Section 43B (e) defines a qualifying disclosure as including information that: "*the environment has been, is being or is likely* ***to be damaged****…"*. The legal function of *damage* here is entirely different from the Consumer Rights Act. It does not trigger a remedy for the damage itself (the environment cannot sue). Instead, a belief that such damage is likely to occur acts as a precondition for legal protection. The disclosure about potential environmental damage becomes a "protected disclosure", which grants the whistleblowing employee immunity from dismissal or detriment for having made it. The phrase *damage to the environment* is a very common, semi-fixed term widely understood in environmental law and public policy. Its meaning is broad but its context in this section is highly specific to whistleblowing law.

Across these three Acts, the grammatical category remains consistent. *Damage* is used as a noun in all instances. However, the meaning and implications of the term shift, depending on whether it appears in consumer law, employment law, or criminal law. In some contexts, it triggers a remedy (CRA), in others it forms part of whistleblower protection (ERA), and in others still, it forms the basis of a criminal act (CJA).

This analysis highlights how a single term can assume multiple, context-dependent legal meanings, particularly when it collocates with other words to form terms of art. This illustrates the inherently polysemous nature of legal language. While the core semantic concept of "harm" persists across contexts, its legal significance shifts depending on the domain, co-text, and statutory function.

7) Damages

The term *damages* is a plural noun that differs significantly from the singular noun *damage.* While damage refers to physical harm or loss, damages denotes monetary compensation awarded by a court to an individual who has suffered injury or loss due to the wrongful act of another. In legal usage, damages is considered a term of art with a specific and technical meaning. Given that the *Consumer Rights Act* 2015 deals primarily with consumer remedies, the term appears most frequently there: 41

times compared to only 4 times in the *Employment Rights Act 1996* and none in the *Criminal Justice Act.*

Consumer Rights Act 2015

In the CRA, the term commonly collocates with the verb "claim," further underscoring its legal specificity.

a) Section 19(11) states: *"Those other remedies include any of the following that is open to the consumer in the circumstances — (a)* ***claiming damage****"*. This usage highlights how damages functions not merely as a common noun but as a central component of statutory remedy frameworks.

b) Schedule 8, Section 47C states: (1)*"The Tribunal may not award exemplary* ***damages*** *in collective proceedings"* and (2) *"The Tribunal may make an* ***award of damages*** *in collective proceedings without undertaking an assessment of the amount of damages recoverable in respect of the claim of each represented person"*. In legal texts the term *damages* is frequently used in collocation with the verb *award*, forming the fixed legal expression *award damages*, which is widely used in legal practice

In all instances within the CRA, the term *damages* is consistently used in its legal sense as monetary compensation for harm or loss, and it appears as part of conventional legal phrases. This uniformity underscores its fixed, technical meaning in the context of statutory remedies.

Employment Rights Act 1996

In ERA the term damages is mostly used in the same context and example of which would be Section 123 (4): *"In ascertaining the loss referred to in subsection (1) the tribunal shall apply the same rule concerning* ***the duty of a person to mitigate his loss*** *as applies to damages recoverable under the common law of England and Wales or (as the case may be) Scotland"*. The phrase *the duty of a person to mitigate his loss* is a highly-fixed legal term of art. It is a fundamental principle of contract and tort law that a claimant who has suffered a loss cannot recover for any part of that loss that they could have avoided by taking reasonable steps. The statute does not need to define what "mitigation" means because it is importing a huge body of existing case law by name.

8) Remedy

The term remedy is predominantly featured in the *Consumer Rights Act 2015*, appearing 27 times, compared to only 6 instances in the *Criminal Justice Act 2003* and 5 in the *Employment Rights Act 1996*. This frequency suggests that remedy is particularly salient in the consumer protection domain, where the notion of redress is central to legislative intent.

Consumer Rights Act 2015

In the *Consumer Rights Act 2015*, remedy is consistently used as a noun, often appearing in collocation with terms such as *right*, *repair*, *replacement*, and *court*, which highlights its status as a term of art in consumer law.

a) Section 19(10) refers to ***those other remedies*** that may be used "in addition to" or "instead of" others, implying a structured hierarchy of legal responses.

b) Section 23(3): *"The consumer cannot require the trader to repair or replace the goods if that* ***remedy*** *(the repair or the replacement)— (a) is impossible, or (b) is disproportionate compared to the* ***other of those remedies****"*. These formulations

indicate that remedy in the CRA is a technical legal concept, grounded in statutory frameworks, rather than used in a general or metaphorical sense.

Employment Rights Act

In the *Employment Rights Act*, remedy similarly appears as a noun, but in contexts related to employment disputes and tribunal procedures.

a) Sections 104 and 104A mention rights *"any right conferred by, or by virtue of, any provision of the National Minimum Wage Act 1998 for which the* ***remedy*** *for its infringement is by way of a complaint to an employment tribunal…"*, highlighting the procedural nature of redress in employment law. The language here shows that remedy refers to legal channels for enforcing rights, but the narrower scope and lower frequency suggest it functions more as a procedural mechanism than a substantive legal entitlement.

Criminal Justice Act 2003

In contrast to the *Consumer Rights Act 2015* and the *Employment Rights Act 1996*, the *Criminal Justice Act* 2003 uses remedy sparingly and in a broader constitutional or administrative sense.

a) Section 17 (6) (b): *"any right of a person to apply for a writ of habeas corpus or any other prerogative* ***remedy****"*

b) Section 23ZA (2): *"If the victim expresses the view that the offender should carry out a particular action listed in the community* ***remedy*** *document…"*.

These instances show that while remedy retains its core semantic element of redress or correction, it shifts meaning depending on the legal domain functioning as reparative action in consumer law, a procedural right in employment law, and an instrument of state power or community engagement in criminal justice.

Semantically, across all three Acts, *remedy* preserves its base meaning related to rectification of a wrong. Unlike its ordinary usage, which may imply informal or non-legal solutions, remedy in these legal texts consistently carries a specialized, fixed meaning, reinforced by frequent collocations with other legal terms.

9) Duty

One notable example of a polysemous word in the *Criminal Justice Act 2003, Employment Rights Act 1996 and Consumer Rights Act 2015* is the commonly used legal term *duty*, which appears frequently across various statutory provisions and other legislative acts.

Consumer Rights Act 2015

Much like in the *Criminal Justice Act 2003* and the *Employment Rights Act 1996*, the term *duty* in consumer law can refer to a wide range of legal responsibilities, depending on who holds the obligation and what the legal framework requires.

a) Section 20(7) outlines reciprocal obligations between traders and consumers: *"From the time when the right is exercised — (a) the trader has* ***a duty*** *to give the consumer a refund, subject to subsection (18), and (b) the consumer has* ***a duty*** *to make the goods available for collection by the trader or (if there is an agreement for the consumer to return rejected goods) to return them as agreed"*. In this section, *duty* refers to mutual statutory obligations, highlighting how both parties may carry legal responsibilities under the same provision.

b) In Section 65(5) (a), the term *duty* is closely tied to the concept of negligence in tort law: *"It is immaterial for the purposes of subsection (4) — (a) whether **a breach of duty** or obligation was inadvertent or intentional"*. The term *duty* refers specifically to a legally recognized standard of care, whether contractual, statutory, or arising under common law. It is a well-established legal term of art in tort law, especially in negligence cases.

c) Section 71 imposes a responsibility on the judiciary itself: *"**Duty of court** to consider fairness of term"*. In this context, *duty* signifies an obligation placed on the court to actively examine the fairness of contract terms, rather than on private individuals or businesses.

d) In Section 83(6), for example, letting agents are required to provide transparency about their fees and regulatory status: *"If the agent is required [to be a member of a client money protection scheme for the purposes of] that work **the duty imposed on the agent** [...] includes **a duty to display** or publish..."*. Here, the word *duty* reflects an obligation tied to professional regulation and consumer protection.

e) A similar type of administrative responsibility appears in Section 87(1): *"It is the **duty** of every local weights and measures authority in England and Wales to enforce the provisions of this Chapter in its area"*. This example demonstrates how *duty* can also apply to public authorities, obliging them to uphold and enforce consumer protection laws.

f) Other sections titles show how duties can relate to providing information, reporting misconduct, or ensuring compliance:

Section 90: *"**Duty to provide** information about tickets"*

Section 92: *"**Duty to report** criminal activity"*

Section 94: *"**Duty to review** measures relating to secondary ticketing"*

This polysemy is a key legislative strategy, allowing a single, powerful term to impose specific, binding responsibilities on every actor within the consumer law ecosystem – from private individuals to public enforcement authorities.

Criminal Justice Act 2003

The term *duty* in the *Criminal Justice Act* serves as a compelling example of how legal language can carry multiple meanings depending on context. Throughout the Act, *duty* appears as a singular, countable noun, typically used with possessive structures ("court's duty", "prosecutor's duty") or in prepositional phrases ("duty of disclosure"). This grammatical pattern reinforces its legal interpretation as a defined, often procedural, responsibility.

a) Section 32*"**initial duty of disclosure** by the prosecutor,"* imposes an evidentiary obligation on the prosecution.

b) Section 96(13) (b) states that *"a person who is released on bail shall be subject to **a duty to appear** before the Crown Court..."* indicating a personal legal obligation imposed on an individual.

c) In Section 110, the phrase *"**Court's duty** to give reasons for rulings"* refers to a procedural requirement placed upon the judiciary.

d) In Section 239(2), it is described as *"**the duty of the Board** to advise the Secretary of State…"*, illustrating a statutory advisory responsibility, while Section

243A(2) imposes a mandatory release obligation on the Secretary of State once a prisoner has served the requisite custodial period.

These variations demonstrate how a single legal term can encompass a range of responsibilities, institutional, procedural, and substantive depending on the legal actor and the context. As legal scholar D. Hemel observes, such multiplicity is not unusual in common law systems. He discusses that in tort law terms like *"duty"* originate from judicial decisions and evolve through legal discourse before being codified in statutes or legal treatises [158]. Once established, these labels influence the development of case law, often gaining normative force simply by being used to describe legal practice. In contrast, statutory terms such as those in the *Criminal Justice Act 2003* are enacted before judicial interpretation begins. Yet even then, the meanings of terms like *"duty"* remain fluid, shaped by how they are applied across different legal domains. As D. Hemel notes, legal terminology is often more flexible than it appears; courts, lawmakers, and scholars play a role in shaping and reshaping the language of the law. This means that terms like *duty* can carry a variety of meanings that reflect both their ordinary usage and the specific demands of legal reasoning [158].

Employment Rights Act

In the Employment Rights Act 1996, the term *duty* appears in various contexts, each reflecting a different type of legal responsibility:

a) In Section 7A(3), *"**The employer's duty** under section 3 shall be treated as met if the document given to the worker contains information which, were the document in the form of a statement under section 1 and the information included in the form of a note, would meet the employer's obligation under section 3"*, the term *"employer's duty"* refers to a statutory obligation requiring employers to provide workers with written particulars of employment terms.

b) In Section 43G(3)(d), *"whether the disclosure is made in breach of a **duty of confidentiality** owed by the employer to any other person"*, *duty* refers to a duty of confidentiality, which is more closely aligned with contractual or ethical obligations than with direct legal mandates.

c) In Section 49(4), *"In ascertaining the loss, the tribunal shall apply the same rule concerning **the duty of a person to mitigate his loss** as applies to damages recoverable under the common law of England and Wales or (as the case may be) Scotland"*. The phrase *the duty to mitigate loss* – a term of art – refers to a common law principle that tribunals apply when determining how much loss a party can claim in compensation.

d) In Section 57ZD which states *"Nothing in those sections imposes **a duty on the hirer or temporary work agency** beyond the original intended duration, or likely duration of the assignment, whichever is the longer"*, *duty* is used to limit any legal obligation placed on the hirer beyond the intended or likely duration of an assignment, indicating that not all duties in employment law are mandatory.

e) Section 58(2)(a), states *"how much time off is required for **the performance of the duties of a trustee of the scheme** and the undergoing of relevant training, and how much time off is required for performing **the particular duty** or for undergoing the particular training"*. In this section, *duty* refers to the specific responsibilities of

an employee acting as a trustee, such as performing particular tasks or undergoing specific training.

When compared with its use in the *Criminal Justice Act 2003*, the term ***duty*** in the Employment Rights Act reveals a different focus. In the *Criminal Justice Act*, ***duty*** typically refers to state-imposed obligations. These duties are primarily procedural and institutional, tied to public legal functions. In contrast, the use of *"duty"* in the *Employment Rights Act* reflects a broader spectrum of responsibilities. These include not only statutory obligations but also those arising from contracts and ethical norms, as well as the practical duties associated with specific roles, such as a trustee.

The *Consumer Rights Act 2015* occupies a middle ground. In many sections, *duty* refers to statutory or a local authority's duty to enforce provisions. It also incorporates tort-related meanings, particularly in Section 65, where *duty* is used to define liability for negligence. Across all three statutes, the term *duty* consistently appears as a noun, underscoring its role as a core expression of legal obligation. However, the meaning and scope of that obligation, shaped by its grammatical patterns and collocates differ notably across legal domains. While the grammatical form of *duty* remains consistent, its interpretation is heavily influenced by legal function and institutional setting.

Overall, while *duty* retains a core meaning of legal obligation, its precise function and scope shift depending on the legal domain. It is most semantically flexible in the *Employment Rights Act*, reflecting the multifaceted nature of employment relationships. The variation of the term highlights the importance of context in interpreting legal language and illustrates how a single term can evolve to meet the specific needs of different legal frameworks.

10) Claim

Another word that is frequently used in everyday language, both as a verb and a noun is the term *claim*. Similar to the term *action* in legal contexts, "claim" functions as a trigger for specific procedures and legal consequences. From a pragmatic perspective, legal professionals interpret the term differently, as it activates a distinct mental representation shaped by their legal training and experience. For a layperson, however, the word is typically understood in its legal sense such as referring to a lawsuit only when supported by contextual cues.

Semantically, *claim* is a polysemous noun/verb, rooted in the core meaning: to assert a right to something. This core sense is semantically underspecified, which enables it to function across multiple legal and non-legal domains.

Consumer Rights Act

Within the *Consumer Rights Act*, we can distinguish at least three related but distinct senses:

a) Section 19 (11): *"Those other remedies include any of the following that is open to the consumer in the circumstances — (a)* ***claiming damages****"*. This sense is seen in contexts where the consumer is asserting a right to *damages*, *refunds*, or *specific performance*. The verb *claiming* clearly refers to the act of a consumer formally demanding a specific form of redress to which they are entitled under the law.

b) Section 17: *"…unless* ***the claim is under a charge*** *or encumbrance…"*. The

term *claim* refers to a third-party legal interest, not necessarily tied to a formal legal proceeding.

c) Section 66 (2): *"Section 65 does not affect the validity of any discharge or indemnity given by a person in consideration of the receipt by that person of compensation in settlement of any* ***claim*** *the person has"*. The term *claim* refers to the subject matter of resolution or discharge, indicating a possible liability.

In legal settings, everyday words like *claim* often take on more specific and technical meanings because they are used in predictable combinations and sentence patterns. While in ordinary language the meaning of a word can shift depending on the situation or tone, legal language tends to be more stable and precise. This makes it easier for legal professionals to recognize and interpret terms like claim without needing a lot of extra context. This pattern is especially noticeable when we look at how claim behaves in terms of its typical word combinations and grammatical structure.

The collocation of the term *claim* help delineate its semantic domain, revealing distinct legal functions in the Act:

a) Remedy-related collocations: "claim damages","claim refund","claim in proceedings"

b) Procedural/legal negotiation: "settlement of a claim","assert a claim", "make a claim"

c) Property or contractual interest: "claim under a charge", "claim through or under"

Syntactically, claim appears predominantly as a noun governed by legal verbs such as *bring, make, assert, settle, and discharge.* In addition to supporting the term's procedural framing, these verbs also demonstrate the performative character of legal language, where submitting a claim is a step in a formal dispute-resolution framework. The nature of the legal claim being cited is further specified by noun modifiers like *damages, refund, injunction, compensation, and interest*. The phrase can be consistently interpreted throughout statutory texts, court rulings, and legal commentary because of this grammatical framework, which also lessens ambiguity. Overall, the fixed collocational behavior of claim in legal English reflects the broader trend of lexical conventionalization, where ordinary language undergoes semantic narrowing to satisfy the precision demands of legal communication.

Criminal Justice Act

In *Criminal Justice Act*, the term *claim* is used in both an everyday, non-technical sense, referring to someone stating that they have witnessed an event and legal sense:

a) Section 120 (7): "*The third condition is that — (a) "the witness* ***claims*** *to be a person against whom an offence has been committed…"* The term functions as a speech act, an individual's expression of belief or perception, based on personal experience. These uses do not involve any formal legal process and align closely with the everyday meaning of *claim* in general language.

b) *Claim* in Section 329(2) carries a distinctly legal meaning: "*civil proceedings relating to the* ***claim*** *may be brought only with the permission of the court"*. In this

context, *claim* refers to a formal legal action, a demand or right that can be pursued through the courts, subject to judicial permission. This use is more in line with the way the claim appears in the *Consumer Rights Act 2015* and the *Employment Rights Act 1996*, where it typically relates to legal remedies or enforceable entitlements.

The difference between these two uses within the same Act highlights the polysemous nature of the term: its meaning shifts from a simple assertion to a complex legal concept depending on the statutory context in which it appears. Furthermore, in this section, we observe the use of the phrase *permission of the court*, which mirrors the earlier-discussed term *leave of the court* in relation to the word *"leave."* As previously noted, *leave* carries the meaning of *permission* and is a traditional legal term that originates from Middle English. Although the term *"leave"* continues to appear in several statutes, such as the *Employment Rights Act 1996*, it is considered somewhat archaic in contemporary legal drafting. A significant linguistic shift occurred with the introduction of the *Civil Procedure Rules* (CPR) in 1999, which aimed to simplify and modernize the language of civil justice in England and Wales. One notable reform was the systematic replacement of *"leave"* with its plain English equivalent *"permission"* throughout the procedural rules. This change reflects the broader trend toward clearer, more accessible legal language in the post-CPR era.

Employment Rights Act

The *Employment Rights Act 1996*, the word *claim* plays an important role in both procedural and remedial contexts. It appears mainly as a noun within structured legal phrases and is used in a range of settings, including to assert statutory rights, report breaches, initiate legal action, or determine the priority of financial obligations. These uses reflect the Act's overall aim: to safeguard employees' rights and provide clear legal processes for resolving disputes in the workplace.

The term *claim* in the ERA primarily falls into three overlapping semantic domains:

a) *Assertion of statutory entitlement*: section 104(3), *"It is sufficient for subsection (1) to apply that the employee, without specifying the right, made it reasonably clear to the employer what the right **claimed** to have been infringed was"*. *Claim* represents a formal assertion of an employment right such as leave, guaranteed payments, or protection from unfair dismissal. These claims may not always lead to immediate judicial proceedings, but they reflect the employee's legal position in relation to statutory provisions.

b) *Initiation of legal proceedings or disputes:* section 149, *"Where an employee gives to his employer notice of intention to claim";* section 194 (4) (a), *"a **claim** arising out of or relating to a contract of employment or any other contract connected with employment"*. In this domain, *claim* is a formal legal step, potentially culminating in a tribunal or court decision. It reflects procedural initiation, often following unresolved internal disputes or breaches.

c) *Legal defences and exceptions*: section 43B (4), *"A disclosure of information in respect of which a **claim** to legal professional privilege... could be maintained in lega proceedings...*"; section 27U, "*No restitution **claims** by employer"*. In these

examples, *claim* marks out possible defences or legal boundaries, including claims of confidentiality, restitution, or legal privilege.

From a pragmatic perspective, *claim* in the *Employment Rights Act 1996* is marked by its institutional grounding. It presupposes an adversarial context, often employee versus employer, and functions as a speech act with legal force. A *claim* is not merely a declaration but a trigger for legal processes and potential consequences such as compensation, reinstatement, or tribunal hearings.

Although *Consumer Rights Act 2015* and *Employment Rights Act 1996* use *claim* as a legal term, its meaning and function differ noticeably between them. In the *Consumer Rights Act 2015*, *claim* is primarily tied to remedies and compensation, usually in relation to faulty goods, substandard services, or digital content. By contrast, in the *Employment Rights Act 1996*, *claim* appears in a broader range of procedural and institutional contexts. Its use often involves employment tribunals, arbitration, or internal workplace processes. Rather than focusing solely on monetary compensation, *claim* here can refer to asserting rights to parental leave, protection against unfair dismissal, or eligibility for guaranteed payments, reflecting the complex structure of employment law and the wider set of rights it aims to uphold.

Each of these terms – *offer, claim, action, charge, damage and* others illustrate the complexity and layered meanings often found in legal language. These words appear frequently in statutes and legal judgments, but their meanings in law differ significantly not only from their everyday usage but also within legal discourse. Understanding them requires more than a dictionary definition; it involves recognising how their meanings shift depending on context, legal tradition, and judicial interpretation.

As the analysis above demonstrates, these terms rarely appear in isolation; instead, they frequently occur in collocation with other words, which helps clarify their meaning in relevant domains and, in some cases, transforms them into terms of art. D.A. Cruse provides a comprehensive model for understanding these patterns, identifying several key factors that shape the co-occurrence of words [165, p. 232]. These include *extralinguistic factors* based on real-world frequency and significance (e.g., frying eggs is more common than frying lettuce); *stereotypical combinations*, reflecting culturally entrenched associations (e.g., *dear friend*); default patterns (clichés) like *intense pressure* that are preferred despite available synonyms; and *arbitrary collocational restrictions* such as *heavy rain* but not *heavy wind*, which demonstrate conventional usage. A final factor, *non-compositional affinities*, applies to idiomatic expressions like *pull someone's leg.* Together, these factors demonstrate that lexical co-occurrence is shaped by both linguistic convention and cognitive-cultural expectations. In legal discourse, recognizing these collocational patterns is crucial for interpreting how meaning is constructed and stabilized in statutory texts. We examined which of these factors had an influence in the selected terms in CJA, CRA and ERA in the Appendixes D.

3.2.2 Cognitive aspects of the polysemous terms in statutory acts

When examined through the lens of cognitive linguistics, legal terms like *offer*, *claim*, *action*, *duty*, *charge* and others are revealed not as static labels with fixed dictionary entries, but as polysemous concepts whose meanings are dynamically constructed based on context. For people without legal training, the same terms may call up quite different associations. Words like *duty* or *claim* might still seem formal or legalistic, but their meanings are often shaped by everyday use or media exposure rather than legal reasoning. In contrast, terms such as *offer* or *acquisition* may be understood as more casual or commercial terms, with little awareness of their legal significance.

This interpretive process is powerfully explained by C. Fillmore's frame semantics. He suggested that understanding language involves activating background knowledge of what he called "frames" that structure our interpretation of meaning [185, p. 115]. As he put it, comprehending a text requires us to draw on the frames suggested by the words and build a kind of mental picture or "envisionment" of the situation they describe. To comprehend a text, a reader must draw on these frames to build a mental "envisionment" of the situation described. According to K.Kenzhekanova "a frame is a mental unit of structural nature – a kind of program or algorithm used to understand the world and accumulate life experience. When we attempt to activate a frame, we implicitly evoke all stereotypical situations that are either present in the frame or could potentially occur" [17, p.135].

The interpretation of polysemous legal terms like *duty*, *offer*, and *claim* can be effectively analyzed through the lens of cognitive linguistics, particularly frame semantics and Lawrence Barsalou's theory of perceptual symbols. While professional experience influences which mental frames are activated, the specific linguistic context is crucial in guiding this process. For instance, a transactional lawyer is likely to associate *duty* with contractual obligations, while a personal injury litigator will activate a frame related to *duty of care* in tort law. These differing conceptualizations reflect the specialized experiential knowledge each professional brings to the term based on their legal domain. However, this does not mean their interpretations are fixed; the surrounding words and broader discourse ensure that a transactional lawyer can still activate the *duty of care* when encountering the term in a negligence case.

This process can be better understood through Lawrence Barsalou's theory of perceptual symbols. Our knowledge is not stored in a purely abstract form but is grounded in our sensory and motor experiences [196]. Barsalou's theory of perceptual symbols suggests that understanding these terms involves not just recalling abstract definitions but also mentally simulating past experiences where the terms were relevant. He defines this core mechanism precisely, stating that a "simulation is the top-down activation of sensory-motor areas to reenact perceptual experience" [196, p. 13].

The individual simulations are organized into larger conceptual systems Barsalou calls "simulators", which he defines as "bodies of knowledge that generate top-down reenactments or simulations of what a category is like" [196, p. 7]. A simulator, therefore, "captures a wide variety of knowledge about the category, making

it general, not specific" [196, p. 17], allowing a professional to interpret new situations by drawing on stored patterns of perception and experience. For example, a lawyer's simulator for duty is built from countless encounters with the concept across cases, statutes, and legal practice. When they see the word in a new context, this simulator is activated to generate a specific, context-appropriate simulation, be it of a contractual obligation or a duty of care.

These simulators are built upon underlying "frames", which, Barsalou argues, accumulate "components of perception isolated by selective attention, with the associative strength between components reflecting how often they are processed together" [196, p. 9]. This explains how professional experience sharpens legal interpretation; through repeated exposure, the frames become more robust and the resulting simulations more precise. Therefore, interpreting a polysemous legal term is not a simple act of recall. It involves a complex interplay between individual experience, shared professional knowledge, and the specific linguistic context, all of which contribute to the activation of the appropriate simulator and the generation of a relevant mental simulation.

When legal professionals encounter terms like *offer* or *claim*, they are not only recalling definitions but mentally simulating past interactions, cases, or documents where these terms were relevant. These simulations shaped by shared linguistic and cultural conventions, are part of larger conceptual systems, sometimes referred to as simulators, which help individuals interpret new situations by drawing on stored patterns of perception and experience. For example, the terms *claim* and *action* is not used in *Criminal Justice Act* in the context of legal proceedings although in general English, these terms may provoke the sense of lawsuit. When reading the *Criminal Justice Act* a legal professional will not assume that it is used in the sense of bringing a lawsuit as the Criminal Justice Act deals with prosecutions, which are fundamentally different from civil actions or claims. The state prosecutes; individuals do not bring a *claim* or *action* against a defendant in a criminal court. The only time the CJA uses these civil terms is when it has to create a specific rule for a civil case that is connected to its criminal justice functions, as seen in the trespass example in Section 329 of the CJA.

We have also explored an alternative approach to interpreting polysemous legal terms, viewing interpretation as a structured cognitive process of selecting the most contextually relevant meaning from multiple possible senses. Understanding the polysemous nature of the term like *acquisition* involves activating the appropriate sense based on context. This process can be explained by prototype theory, as famously developed by cognitive psychologist E. Rosch, which posits that concepts are organized around a central, most representative example – the prototype [186]. In the case of *acquisition*, the prototypical meaning is its general, ordinary-language sense: the act of obtaining or getting something. This is the most frequent and readily accessible frame for most people, including legal professionals. The specialized legal meanings can be understood as non-prototypical extensions of this core concept. They share the central idea of "obtaining" but add complex, context-specific legal features. The different legal senses of "acquisition" exist on a spectrum of relatedness to the

prototype. When we encounter the word in a legal context, our background knowledge of legal concepts and practices helps us activate the relevant legal sense. This process may involve suppressing the more general sense of "obtaining" if it's not appropriate in the context. The degree of relatedness between the different senses influences processing. For example, the property law sense of "acquisition" is more closely related to the general sense than the corporate law sense, potentially leading to faster processing and easier integration into the overall meaning of the utterance. This sense is closer to the prototype. When a person acquires land, they are physically and legally obtaining a tangible asset. This aligns with prototype theory where more central or prototypical senses are accessed more readily. Furthermore, the different senses of "acquisition" are not isolated mental entities but are interconnected within a semantic network, allowing for flexible and context-sensitive meaning construction. This dynamic process of sense activation and integration is central to relevance theory and other cognitive approaches to meaning [197].

Similarly, the prototype meaning of the term *leave* found in the *Employment Rights Act* is authorized time away from work or duty, as seen in expressions such as *maternal leave* or *parental leave* This interpretation is widely recognized in both everyday and institutional contexts and represents the most accessible and familiar usage of the term. In contrast, the legal phrase *leave of the court* in the *Criminal Justice Act* reflects a meaning that diverges significantly from this prototype. Rather than referring to physical absence, it denotes formal judicial permission to undertake a legal action. This abstract and specialized sense bears little resemblance to the core concept of time off and requires legal knowledge to interpret accurately. Because the underlying neural reenactments are so different, the two concepts are stored and processed as distinct mental entities, despite sharing the same word.

Another example that could be understood through the lens of prototype theory is the term *offer* that appears in all three examined Acts. The word *offer* is a good example of how legal language and everyday language can differ depending on who is interpreting it. For a layperson, *offer* usually brings to mind something familiar: *a job offer*, *a discount*, or *any kind of opportunity* being proposed. This understanding is rooted in prototypical mental representations: simple, transactional exchanges often seen in commercial or social contexts. When a layperson reads a provision like "the employer offers to pay a sum" in the *Employment Rights Act 1996*, they are likely to interpret without considering the legal implications tied to it. In contrast, a legal professional approaches the term through a more nuanced lens, shaped by doctrinal knowledge and interpretive training. For them, *offer* carries potential legal significance raising questions about intent, acceptance, and binding obligations, especially in the context of contract law. However, within the statutory context of employment law, they are also trained to recognize that *offer* may not imply the creation of a contract, but may instead refer to compliance with statutory duties or remedies.

When combined with Barsalou's insights, we begin to see how interpreting legal language involves both linguistic understanding and cognitive simulation. What a term means in practice depends not only on the words around it, but on who is reading it, what they know, and how they have encountered similar situations before.

From a cognitive perspective the mental representation of *offer* differs between doctrinal fields: in contract law, it aligns with a prototype involving legal formalities and mutual obligations, whereas in employment law, it often maps onto an everyday understanding of a proposed option or opportunity. Contextual cues within the statutory language play a critical role in guiding interpretation: collocations such as "payment", "detriment," or "alternative employment" in employment law signal a more administrative or procedural function, while phrases like "acceptance," "intention," and "contractual obligation" in contract law cue a binding legal meaning. Therefore, it is necessary to be sensitive to the linguistic context as well as the cognitive frames that legal professionals engage when understanding the term within their various domains in order to discern between these uses. To mitigate these risks, legislative drafters and legal practitioners strategically use collocational constraints and explicit qualifiers, for instance, "statutory offer", "offer of reinstatement", or "pre-termination offer" to narrow interpretive possibilities. This aligns with insights from frame semantics, which suggest that legal interpretation is not only about individual word meanings but about the conceptual frames that words activate.

Legal terms may, as the sense enumeration model suggests, have separate listings in the mental lexicon that are retrieved when needed. However, the notion that legal terms function like entries in a static mental dictionary is insufficient for capturing the nuance of legal discourse. While legal terms may have distinct mental representations, their interpretation is profoundly dependent on contextual cues. Legal language is inherently complex and multi-layered, and meaning is constructed interactively rather than statically stored. Instead, the term's meaning is only fully accessible when the relevant context is established, allowing the appropriate interpretation to emerge dynamically. Instead of simply retrieving a fixed definition, a legal term activates a cognitive "frame" – a rich background of knowledge, procedures, and institutional settings. For example, the term charge does not just have separate entries for "criminal accusation" and "property lien". Rather, encountering the word in the *Criminal Justice Act 2003* activates a frame of prosecution, police procedure, and courts, while seeing it in the *Employment Rights Act 1996* in the phrase *service charge* activates an entirely different frame of hospitality, consumer payments, and employment regulations governing tips. The surrounding legal context provides the crucial cues that guide a professional to select the appropriate frame.

Different cognitive approaches, such as Frame Semantics, Prototype Theory, and Barsalou's theory of perceptual simulation that we have discussed, demonstrate that interpreting a polysemous legal term is not a simple act of lexical recall. Instead, these frameworks reveal how such terms are cognitively processed, retrieved, and interpreted in context. These theories are complementary: Frame Semantics explains *what* knowledge is activated by a word, emphasizing that meaning arises through the invocation of a conceptual frame; Prototype Theory clarifies *how* categories and frames are internally structured, often around central, prototypical examples; and Barsalou's theory elaborates on the *cognitive mechanism* itself – understanding is not merely the retrieval of stored knowledge, but a mental simulation or re-enactment of relevant past experiences. Together, these insights support a more nuanced understanding of legal

interpretation, one that acknowledges the complexity of cognitive processing in legal reasoning.

3.3 Polysemy and translation in Kazakh legal discourse

3.2.1 Instances of polysemy in Kazakh legal acts

Kazakh legal language has historically been heavily influenced by Russian, which has limited the development of a rich and independent legal terminology. As a result, it continues to face challenges, particularly due to the absence of comprehensive thesauri and standardized terminology databases. The lack of robust Kazakh-Russian legal dictionaries further complicates efforts to systematize legal vocabulary. Establishing consistent equivalences between Kazakh and Russian legal terms remains difficult, not only because of structural differences between the two languages but also due to the enduring impact of Russian on Kazakh legal discourse.

It is difficult to examine Kazakh language outside the framework of Russian language as the laws are originally drafted in Russian and then translated into Kazakh. Even within a single language, legal texts may be interpreted in different or even conflicting ways. The translation process makes it more complex because the choice of words can keep or change the original meaning. When legal texts are translated into a more distantly related language, essential presuppositions and implicit meanings may not fully transfer, leading to discrepancies in interpretation and comprehension between the original and translated versions.

When laws are translated from one language into another, the incidence of polysemy often increases due to the absence of direct equivalents. This process also tends to encourage a greater reliance on loanwords. Such challenges are particularly evident in the case of the Kazakh legal language, which contains a significant number of polysemous terms and borrowings from Russian.

However, most polysemous words evolved the Kazakh language naturally. As was noted by D.M. Pashan in the Kazakh language, polysemy occurs when a word develops multiple related meanings derived from a core idea, often shaped by societal changes, frequent use, and abstract thinking. For example, “moon” evolved from referring to the celestial body to representing a “month” due to its lunar cycle, while “head” can mean a body part, a leader, or the beginning of something [198]. Therefore, the majority of terms in the Kazakh legal language are not artificially constructed; instead, they are rooted in everyday speech. For instance, the word *құқық* (law) itself has more than one meaning. The term *құқық* (qūqyq) in the Civil Code of Kazakhstan presents a relatively less complex challenge in translation. In a legal context, it carries two distinct meanings: “law” and “right”, with its interpretation being highly context-dependent. In Article 145 of the Civil Code, the term is used in the sense of “right”: *Өз бейнесіне* ***құқық****. Қандай да бір адамның суреттік бейнесін оның келісімінсіз, ал ол қайтыс болған жағдайда - мұрагерлерінің келісімінсіз пайдалануға ешкімнің де* ***құқығы жоқ****.*(Right to One's Image. No one has the right to use an individual's photographic or pictorial image without their consent, and in the event of their death, without the consent of their heirs). In Article 141, the term *құқық* (qūqyq) appears twice, each time with a potentially different meaning. In the first instance, it could be

interpreted as referring to *law*, as it addresses the violation of legal provisions, though a deeper reading, considering the conceptual context, may also allow for an interpretation as *rights*. In the second instance, *құқық* (qūqyq) more clearly signifies *rights*, as it relates to the protection of personal non-property rights: "*Егер осы Кодексте өзгеше көзделмесе,* ***құқық*** *бұзған адамның кінәсіне қарамастан, мүліктік емес өзіндік* ***құқықтар*** *қорғалуға тиіс"* (unless otherwise provided by this Code, personal non-property rights shall be protected regardless of the fault of the person who violated the right).

We assume that, since Kazakh legal language primarily relies on words from ordinary language to express legal concepts, it is inherently more polysemous. As a result, there is a greater likelihood of ambiguity and a stronger dependence on context for interpretation. However, even with contextual clues, the meaning may not always be clear if those clues are vague. Native Kazakh speakers can often intuitively distinguish different senses of terms such as *құқық* (qūqyq), but this reliance on intuition may not always guarantee precision. In contrast, Legal English is less dependent on context due to the abundance of specialized terms that define each concept. Legal English has evolved naturally through precedent law, with specific legal terms emerging over time.

Recently, Kazakh language has been moving forward with the purification and development of the Kazakh language. Scholars have been busy with establishing equivalents for Russian words that have become part of the Kazakh language during the Soviet era. The analysis of *Qazaq Oxford Dictionary* in comparison with *Termincom.kz* and other dictionaries shows that translators attempted to find counterparts for many English terms avoiding the excessive use of the Russian loans. This approach of generating Kazakh-specific terms, rather than adopting foreign loanwords, has implications for how synonymy and polysemy manifest in the language. The desire to create semantic equivalents in Kazakh can lead to a proliferation of terms, as multiple Kazakh words may be used to express a single concept. Conversely, the broader, more contextual nature of many Kazakh terms can result in higher levels of polysemy, where a single word encompasses a wider range of meanings. Creating new terms for every concept or as equivalents for loanwords can be both impractical and ineffective, resulting in the frequent adaptation of General Kazakh vocabulary for legal use.

In this chapter, we examine the appearance of Kazakh terms *ұсыну (*ūsynu*), міндет* (mindet) and *талап* (talap) in the Criminal Procedure Code, Civil Code, and Labor Code of the Republic of Kazakhstan to initiate a parallel analysis of the terms previously discussed in relation to polysemy in British legal acts. This comparison aims to identify whether similar patterns of polysemous usage occur in Kazakh legal texts and to explore how such polysemy functions within the context of the Kazakh legal system.

1) Offer – Ұсыну

One of the terms from the British legal acts that we examined is *offer* and we have looked into *Criminal Procedure Code*, *Civil Code*, and *Labor Code* of *the Republic of Kazakhstan* to establish whether the term is used in Kazakh legal acts. In

the Kazakh legal language, terms from general language are not used as one of the elements of contract; in contrast, the specific legal term that comes from Latin *оферта* (offerta) is employed similarly to the Russian language. *Оферта* (offerta) is a loanword and therefore it is only used in one sense in legal language.

The Kazakh equivalent for the ordinary term *ұсыну* (*(*ūsynu - offer) while polysemous in general usage denoting "to offer", "to propose", or "to present" acquires a highly specialized meaning in the legal context.

The Civil Code of the Republic of Kazakhstan

Across different Articles of the Civil Code, the term retains a core semantic idea: transferring or putting something forward. However, its grammatical role, legal function, and interpretive nuance differ depending on domain and context.

a) Article 387 (3) *states "…Тұтынушыға тиісті тауарлар (жұмыстар, көрсетілетін қызметтер)* ***ұсыну*** *мүмкіндігі бола тұра кәсіпкерлік қызметті жүзеге асыратын тұлғаның жария шарт жасасудан бас тартуына жол берілмейді"*. (A person engaged in entrepreneurial activity may not refuse to conclude a public contract if it is possible to provide the consumer with the relevant goods (works, services). In this context, *ұсыну* (ūsynu) establishes a legal duty on the business to engage in a transaction. This is a core contract law concept.

c*)* Article 646:*"…Түбіртектегі немесе сол сияқты өзге де құжаттағы материалды бағалауға тапсырысшы жазбаша дәлелдемелер* ***ұсыну*** *арқылы кейін сотта дау айтуы мүмкін"* (...The customer may later dispute the valuation of the material in the receipt or a similar document in court by submitting written evidence). This is a procedural law meaning. It is about the formal act of introducing information into a legal dispute, which is functionally distinct from making a commercial offer.

d) Article 874 (1)*: "Егер комитент өзгеше талап қоймаса, комиссия шартын комиссионер оның өзі сатып алуға тиіс тауарды сатушы ретінде өзі* ***ұсыну*** *немесе өзі сатуға тиіс тауарды сатып алушы ретінде өзі қабылдау арқылы жүзеге асыруы мүмкін"*(Unless the principal requires otherwise, the commission agreement may be performed by the commission agent offering, as the seller, goods that he is obliged to purchase himself, or accepting, as the buyer, goods that he is obliged to sell himself). However, this Kazakh equivalent does not fully align with the Russian term *поставляет* (supplies) found in the corresponding version of the Code. Rather than being a literal translation, it appears to reflect a conceptual or functional translation that attempts to preserve the intended legal meaning within the structure of Kazakh legal language.

e) Article 1007 (2):*"Қорғалатын селекциялық жетістіктерді өндіру, ұдайы өндіру, сатуға* ***ұсыну***, *сату және өткізудің өзге де түрлері кезінде олар үшін тіркелген атауларды қолдану міндетті"* (When producing, reproducing, offering for sale, selling, or distributing protected plant varieties, the use of their registered names is mandatory). In this article *ұсыну* (ūsynu) is fixed legal term of art art and is part of a list of commercial activities related to intellectual property.

f) Article 1067 (2)*: "Мұра ашылғанға дейін немесе мұра қалдырушымен бір мезгілде қайтыс болған және осы Кодекстің 1045-бабына сәйкес мұра алу*

құқығын иелене алмайтын мұрагердің ұрпақтары ***ұсыну құқығы*** *бойынша мұрагер болмайды".* This is a concept entirely created by inheritance law and is a term of art. To a layperson, the meaning of this phrase would not be discernible from the ordinary use of the word *ұсыну* (ūsynu); its interpretation remains opaque without specialized legal knowledge

The term *ұсыну* demonstrates legal polysemy: while it retains a general sense of presenting or offering, its specific meaning and legal role shift across domains. It may denote offering goods, submitting documents, asserting rights, or legally conveying inheritance. This underscores the importance of co-text and legal context in determining meaning.

The Criminal Procedure Code of the Republic of Kazakhstan

Within the *Criminal Procedure Code*, *ұсыну (*ūsynu*),* functions as a formal legal act, most commonly signifying the submission of a request, motion, or proposal by an official or party involved in the legal process.

a) Article 193(8) states: *"Қылмыстық қудалаудан иммунитеті мен артықшылықтары бар адамдарды қол сұғылмаушылығынан айыруға және қылмыстық жауаптылыққа тартуға келісім алу үшін* ***ұсыну*** *енгізеді*" (introduces a *ұсыну* in order to obtain consent for lifting immunity and bringing to criminal responsibility individuals possessing privileges and immunity from prosecution). This demonstrates *ұсыну (*ūsynu*)* as a formal procedural step, similar to a prosecutorial *motion* or *submission* required before any legal action can be taken against protected individuals. In the Russian version of the *Criminal Procedure Code*, the term *представление* (predstavleniye) is used as a legal term specific to prosecutorial action. However, in the Kazakh version, the corresponding term carries a broader meaning and may refer to various concepts beyond its narrow legal usage, leading to potential ambiguity in interpretation.

b) Another illustrative instance appears in Article 446(3):*"... облыстық сот төрағасы кассациялық сатыға туындаған қайшылықтарды жою туралы* ***ұсыну*** *енгізеді".* (The chairperson of the regional court submits a *ұсыну* to the cassation court to resolve the emerging inconsistencies) In this article, *ұсыну* (ūsynu) denotes a formal proposal to initiate review by a higher judicial instance, underscoring its use as an institutional instrument within judicial procedure. Although the term is used in a different legal context, it is still denotes *"представление"* (predstavleniye) in the Russian version of the Criminal Procedure Code.

c) Similar legal functions of *ұсыну* appear in the following articles: Article 317(2): *"...іс тараптың өтінішхаты, судьяның немесе сот төрағасының* ***ұсынуы*** *бойынша бір соттан сол деңгейдегі басқа соттың қарауына берілуі мүмкін".* (...the case may be transferred to another court of the same level upon motion of a party, of the judge, or the chairperson of the court). What sets the use of *ұсыну* (ūsynu) in the context of criminal procedure apart from its everyday meaning is that it carries legal weight. In legal settings, *ұсыну* (ūsynu) is not simply a suggestion or an informal offer, it is a formal step within a structured legal process, often triggering specific procedural actions or requiring an official response. This illustrates how a

commonly used word can take on a specialized meaning in legal discourse, where it serves a distinct function and carries legal consequences.

The Labor Code of the Republic of Kazakhstan

Similar to *Criminal Procedure Code*, in the *Labor Code* the term *ұсыну* (ūsynu) is also employed to indicate formal submissions or offers within a legal framework.

a) Article 99(2) states: *"Жүкті әйел жүктілікке және босануға байланысты демалысқа құқық беретін еңбекке уақытша жарамсыздығы туралы парақта көрсетілген күннен бастап демалысты оның аталған түріне құқықты растайтын еңбекке уақытша жарамсыздығы туралы парағын ұсыну арқылы ресімдейді"*. (A pregnant woman shall take maternity leave starting from the date indicated on the certificate of temporary incapacity for work granting the right to such leave, by submitting the said certificate confirming her entitlement to this type of leave). *Ұсыну (*ūsynu*)* is used to describe the act of providing necessary documentation to exercise a legal right, mirroring its usage in the *Criminal Procedure Code*. However, the *Criminal Procedure Code* places a greater emphasis on *ұсыну* (ūsynu) as a procedural act that directly influences the course of legal proceedings, such as the submission of evidence or restructuring plans. In contrast, the *Labor Code* often uses *ұсыну* (ūsynu) in contexts related to administrative compliance or the exercise of individual rights

Overall, although *ұсыну* (ūsynu) is not a term of legalese and originates from everyday language, it takes on a specific legal meaning within legal contexts. Like its English counterpart, it can acquire different legal nuances depending on the particular legal act in which it appears.

2) Duty – Mindet

Another term examined in the context of British legal texts is *duty*, a word with multiple meanings that vary depending on context. In legal discourse, besides the meanings analyzed in *Criminal Justice Act 2003*, *Consumer Rights Act 2015* and *Employment Rights Act 1996*, *duty* can signify a formal legal obligation, such as the *duty of care* in tort law, a professional or public responsibility like a *fiduciary duty*, or even a moral obligation in broader normative discussions. Its interpretation often shifts depending on the area of law in which it appears whether in contract law, criminal law, administrative law, or civil procedure, making it a highly context-sensitive and conceptually layered term.

The Kazakh equivalent of the term is *міндет* (mindet). Because law regulates social relations through duties and entitlements, this phrase is not only common in legislation but also in contracts, internal policies, and other normative legal texts. Nevertheless, *міндет* (mindet) is a polysemous term. Depending on context, it may denote "duty," "obligation," or "responsibility," and occasionally even "debt" or "moral burden." According to the *Qazakh Oxford Dictionary*, the English word *duty* translates into both *міндет* (mindet) and *борыш* (borysh). While *міндет* (mindet) tends to emphasize legally binding responsibilities, *борыш* (borysh) often carries moral or civic connotations. This distinction is essential in both legal interpretation and legal translation, particularly when navigating between civil law and common law traditions.

The legal term *міндет* (mindet) in Kazakh legislative texts consistently functions as a marker of enforceable obligation, extending across various legal domains: from individual employment contracts to broader civil and commercial regulations

The Civil Code of the Republic of Kazakhstan

The term *міндет* (mindet) in the Kazakh version of the *Civil Code* exemplifies its role as a core legal concept underpinning the regulation of private law relations. Across various articles, *міндет* (mindet) signifies enforceable obligations imposed by statute, judicial decisions, or regulatory frameworks, illustrating its semantic shift from everyday usage to a technical legal sense.

The word *міндет* (mindet) frequently appears in collocation with *құқық* (right), forming the fixed legal expression *құқықтар мен міндеттер* (qūqyqtar men mindetter) meaning "rights and obligations". This phrase is a cornerstone of legal discourse, reflecting the reciprocal nature of legal relationships.

a) Article 7 (3) of the *Civil Code* refers to obligations established by judicial decision: *"азаматтық құқықтар мен* ***міндеттерді*** *белгілеген сот шешімінен"* (from a court decision that establishes civil rights and obligations). In this Article, *міндеттер* (mindetter) are not merely moral duties or informal expectations; they are binding legal outcomes determined by the authority of the court. The phrase *құқықтар мен міндеттер* (qūqyqtar men mindetter) is a term of art. This illustrates that both rights and obligations derive their legitimacy from formal adjudication, reinforcing *міндет* (mindet) as a legal concept rather than a social or ethical one. This collocation is also widespread in other legal domains.

b) In Article 38 of the *Civil Code*, obligations arising from the unlawful use of intellectual property are clearly stated: *"…Бөтен бір фирмалық атауды заңсыз пайдаланатын тұлға фирмалық атаудың құқық иесінің талап етуі бойынша мұндай атауды пайдалануды тоқтатуға және келтірілген залалдың орнын толтыруға* ***міндетті****"*. (A person unlawfully using another's trade name is obliged to cease its use and compensate for damages at the request of the trade name owner). In this Article the term functions as a formal legal imperative, invoking enforceable civil liabilities and reinforcing the normative authority of legal language. This sense aligns most closely with the English *legal duty* or *obligation*.

c) Article 95(5) of the *Civil Code* states: *"Қатысушы (басымырақ) заңды тұлға заңдарда көзделген тәртіппен акционерлік қоғамның дауыс беретін акцияларының жиырма пайызынан астамын сатып алуы туралы ақпаратты жариялауға* ***міндетті****"* (A participant (predominantly) legal entity shall be obliged to disclose information on the acquisition of more than twenty percent of the voting shares of a joint-stock company in the manner prescribed by law).

In Article 38 and 95(5) *міндетті* (mindetti) here functions as a deontic modal equivalent to *must* or *is obliged to*, directly invoking legal command. This form emphasizes statutory compulsion. Once again, *міндетті* (mindetti) signals a statutory requirement whose breach may lead to administrative penalties or legal enforcement.

The Criminal Procedure Code of the Republic of Kazakhstan

In the *Criminal Procedure Code*, the term *міндет* appears more frequently than in the Civil Code and occurs in various grammatical forms, including *міндеттің* (mindetterinin), *міндеттері* (mindetteri), and *міндеттерін* (mindeterin), though it most commonly functions as a verb *міндетті*, similar to its usage in the *Civil Code*. Below are some examples of its use in the *Criminal Procedure Code*:

a) Article 9 (1) *"Қылмыстық процеске қатысушылардың құқықтары мен* ***міндеттерін*** *іске асырудың жалпы шарттарын ..."* Similar to the *Civil Code* the expression *құқықтары мен міндеттер*i is a classic legal doublet used in law.

b) Article 10 (1.) *"Сот, прокурор, тергеуші, анықтау органы және анықтаушы қылмыстық ... нормативтік құқықтық актілер талаптарын дәлме-дәл сақтауға* ***міндетті****"*.

c) Article 55 *(4) адвокаттар мен прокурорларды қоспағанда, сотқа дейінгі іс жүргізуде процестік* ***міндеттерді*** *орындамайтын немесе тиісінше орындамайтын тұлғаларға ақшалай өндіріп алуды қолданады. In this context we observe another term of art –процестік міндеттерді.* It refers not to any general obligation, but to the specific procedural tasks and rules that participants are required to follow during pre-trial proceedings.

In *Criminal Procedure Code*, the term functions as a categorical noun, term of art and a powerful deontic verb.

The Labor Code of the Republic of Kazakhstan

In the *Labour Code* and *Civil Code*, *міндет* (mindet) primarily denotes a binding legal responsibility, such as fulfilling work duties, meeting wage entitlements, or obeying civil liabilities.

a) Article 22 of the *Labour Code* sets out the main rights and obligations of the employee: *"жұмыскердің негізгі* ***құқықтары мен міндеттері****"*. The use of the collocation *құқықтары мен міндеттері* (qūqyqtar men mindetter) in the *Labor Code* reinforces the term's role as a legal doublet, that consistently appears across various legal acts, reflecting the foundational principle that legislation governs both rights and obligations

b) Article 1(17) of the *Labour Code* defines *еңбек жағдайлары* (working conditions) as encompassing not only remuneration and working hours but also the performance of labour duties: "***еңбек жағдайлары*** *– еңбекке ақы төлеу, еңбекті нормалау, еңбек міндеттерін орындау...жұмыста уақытша болмаған жұмыскердің міндеттерін атқару...*". In this Article, *міндет* (mindet) refers to the set of responsibilities that employees are contractually bound to fulfill. It is not merely a recommendation or an ethical expectation; it carries enforceable legal consequences tied to the employment contract and governed by national labour legislation.

c) The legal function of *міндет* (mindet) is further reinforced in Article 1 (3), which defines the minimum monthly wage as the guaranteed monetary compensation payable to an employee upon performance of their labour duties under normal working conditions: "*айлық жалақының ең төмен мөлшері – осы Кодексте белгіленген қалыпты жағдайларда және жұмыс уақытының қалыпты ұзақтығы кезінде* ***еңбек міндеттерін*** *орындаған кезде біліктілікті қажет етпейтін қарапайым (онша күрделі емес) еңбек жұмыскері бір айда алуға тиіс ақшалай төлемдердің*

кепілдік берілген ең төмен мөлшері." Again, the term *міндеттер* is invoked to signal a precondition for entitlement, underlining its legal character as a basis for rights and obligations. The phrase *еңбек міндеттер* (enbek mindetter) is a material term of the employment contract, the breach of which can have significant legal consequences.

d) In Article 19 of the *Labour Code*, which states: *«Шетелдік заңды тұлға филиалының немесе өкілдігінің басшысы осы заңды тұлға атынан жұмыс берушінің барлық құқықтарын жүзеге асырады және барлық* ***міндеттерін*** *атқарады. (*The head of a branch or representative office of a foreign legal entity exercises all the employer's rights and performs all employer duties on behalf of that legal entity*).* This article illustrates that the scope of the term *міндет* (mindet) in Kazakh legal language extends beyond individual employment relationships to encompass institutional and organizational responsibilities. In this context, the word *міндеттер* (mindetter) refers not just to obligations defined by individual employment contracts but to statutory duties that are binding at the organizational level. These are responsibilities that must be fulfilled as part of managing the legal and administrative functions of an employer operating in Kazakhstan. This sense functions similarly to *corporate duties* or *regulatory compliance* obligations in common law systems.

As such, *міндет (mindet)* performs a legal function comparable to the English word *duty*, particularly in the way it signals obligations arising from law, contractual arrangements, or official roles. However, unlike the English term, which can also carry moral, fiduciary, or ethical overtones (such as in "fiduciary duty" or "moral duty"), the Kazakh *міндет* generally refers to legally enforceable obligations unless further qualified such as *қызметтік міндет* (qyzmettik mindet - official duty). This illustrates how legal discourse in Kazakh formalizes and delimits the meaning of commonly used words, aligning them with the requirements of statutory interpretation and regulatory compliance.

Grammatically, *міндет* (mindet) is flexible: it appears as a singular noun (*міндет- mindet*), a plural noun (*міндеттер- mindetter*), and a modal adjective (*міндетті- mindetti*). Each variation introduces subtle shifts in meaning. For example, *міндетті* (mindetti) often signals a stronger, legally binding obligation, whereas *міндеттер (mindetter)* might refer to a broader set of responsibilities within a particular role or contract.

The term *міндет* (mindet) displays clear polysemous qualities in Kazakh legal language, taking on different meanings depending on the legal and institutional context in which it appears. While the central idea of responsibility remains consistent, the form it takes, its source, scope, and enforceability, varies significantly.

3) Claim - Талап қою (talap qoyu)

The final term selected for analysis is *талап қою* (talap qoyu), with the aim of examining whether it is used in a similar pattern to its English equivalent, *claim*.

The term *талап қою* (talap qoyu) is used to denote both *lawsuit* and *asserting demands* due to the lack of specialized Kazakh terms. The term is derived from the general term *талап* (talap), semantic richness of which highlights its polysemy, linking procedural legal concepts, cultural aspirations, and spiritual ideas of striving or effort. Its meanings are interconnected through the shared notions of seeking, demanding, and

striving. According to Zhanylinov and Aliyev “talap - a person’s appeal to the court by filing a claim to resolve a legal dispute to protect a violated or disputed subjective right or a legally protected interest” (құқық туралы дау шешу үшін бұзылған немесе даулы субъективтік құқықты немесе заңмен қорғалатын мүддені қорғау туралы талап қою арқылы тұлғаның сотқа жүгінуі) [199]. In the Kazakh Language Dictionary of Loanwords the term *talap* appears as “aspiration”, “enthusiasm”, “endeavor” “wish”, “request”, “demand” (“ұмтылыс”, “ынта”, “талпыныс”, “тілек”, “өтініш”, “талап”) [200]. Therefore, the term has a common semantic roots referring to the demanding something.

The term *талап қою* (talap qoyu) exhibits semantic complexity within Kazakh legal language, as its meaning can vary depending on the context in which it appears. While it is firmly established as a legal term equivalent to the Russian *иск* (isk) and the English *lawsuit*, its usage across different codes and legal documents reveals nuanced distinctions that may pose interpretative challenges, particularly for non-specialists.

The Civil Code of the Republic of Kazakhstan

a) In Article 263 of the Kazakh version of the *Civil Code*, *талап қою* (talap qoyu) is employed in a context clearly aligned with its legal definition *“…меншік иесінің мүлікті қайтару туралы **талап қою** жөніндегі хабарламасын алған кезден бастап…” (*…from the moment the owner of the property receives notification regarding the filing of a lawsuit for its return…). The phrase *“хабарламасын алған кезден”* (from the moment of receiving the notification) offers vague contextual clues that *талап қою* (talap qoyu) refers to the initiation of formal legal action. However, the absence of an explicit reference to judicial proceedings may render the term ambiguous.

b) Article 267 of the same Code offers stronger contextual grounding for interpreting талап қою as a judicial mechanism. It states that a document issued by a state body or official may be invalidated *“[…] мұндай құжат меншік иесінің немесе құқығы бұзылған адамның **талап қоюы** бойынша сот тәртібімен жарамсыз деп танылады”* (..such a document shall be recognized as invalid by court order upon the claim of the owner or the person whose rights have been violated). The explicit reference to *“сот тәртібімен”* (by court order) removes ambiguity, making it clear that *талап қою* denotes the commencement of formal legal proceedings.

c) Similar usage appears in Article 58 (2) of the *Criminal Procedure Code*, where *талап қою* is mentioned in the context of a victim’s legal capacity to assert claims*:“1) өзінің дәрменсіз күйіне, күдіктіге, айыпталушыға, сотталушыға тәуелді болуына немесе өзге де себептер бойынша **талап қою** және оны қорғау құқығын өз бетінше пайдалануға қабілетсіз жәбірленушінің…”* (…a victim who, due to incapacity, dependency on the suspect, accused, or other circumstances, is unable to independently exercise the right to file and defend a lawsuit…). Although judicial proceedings are not explicitly mentioned, the legal framework and procedural setting clarify that *талап қою* (talap qoyu) again refers to litigation.

d) Article 706 of the *Civil Code* clearly illustrates polysemous nature of the term *талап қою*: “*Тасымалдаушыға жүкті тасымалдаудан туындайтын **талап қоюға** дейін оған көлік туралы заң актілерінде көзделген тәртіпте **талаптар***

қойылуы *міндетті...”*(before a claim arising from the transportation of cargo can be brought against the carrier, it is mandatory to submit a demand in accordance with the procedure established by the transport legislation). The term *талап қою* (talap qoyu) carry two distinct meanings within the same context: in addition to referring to a *lawsuit*, it also imply a *request* or *demand*. Although the contextual cues may not always clearly indicate whether *талап қою* (talap qoyu) refers to a lawsuit, its meaning can often be inferred through grammatical form. In particular, the plural form of the noun typically would not be interpreted as referring to lawsuits unless multiple lawsuits are explicitly being discussed. A native Kazakh speaker would intuitively make this distinction. This serves as a strong example of how grammatical form influences meaning in the case of polysemous legal terms.

The Criminal Procedure Code of the Republic of Kazakhstan

a) Article 73 (11) states *“азаматтық* ***талап қоюдың*** *кез келген сот сатысында қаралуына қатысуға”* (to participate in the consideration of a civil claim at any stage of the court proceedings). The term *азаматтық талап қою* is most commonly used in the Code, where it consistently appears in the sense of a lawsuit.

b) Article 169, titled *“****Талап арызды*** *қайтару,* ***талап қоюдан*** *бас тарту*” (return of the lawsuit, withdrawal of the lawsuit). The terms *талап-арыз* (talap-aryz) refers to the actual document submitted to initiate a legal claim, whereas *талап қою* (talap qoyu) denotes the broader act of bringing a claim. This distinction is especially for legal translators and comparative legal scholars, as it highlights the need to consider both semantic nuance and procedural context when interpreting or rendering Kazakh legal terminology into English or other languages.

The Labour Code of the Republic of Kazakhstan

In the *Labour Code*, a near-synonymous term, *талап-арыз* (literally, “claim-petition”), is used to denote a *lawsuit*. Article 195 of the *Labor Code* refers to the filing date of a claim as follows: *“Бұл ретте қызметті тоқтата тұру (тыйым салу) туралы акт осы Кодекстің 193-бабының 6) тармақшасына сәйкес берілген қызметті тоқтата тұру (тыйым салу) туралы* ***талап-арыз*** *бойынша сот азаматтық іс қозғағанға дейін қолданылады”.* (In this case, the act on suspension (prohibition) of activity shall apply prior to the initiation of civil proceedings by the court on the statement of claim for suspension (prohibition) of activity submitted in accordance with subparagraph 6) of Article 193 of this Code).

The English term *action* is typicaly translated as *әрекет* (äreket) or *қозғалыс* (qoğalyś) in its general sense, and as *талап-арыз* (talap-aryz) in its legal usage. The term *талап-арыз* (talap-aryz) is also rendered in English as *lawsuit*, which is considered a near-synonym of *action*. Thus, *әрекет* (äreket) and *қозғалыс* (qoğalyś) are not used in the same sense as the *action* in English but may be used in different contexts. Unlike талап қою (talap qoyu), which may carry broader meanings outside of legal discourse (such as “demand” or “request”), *талап-арыз* (talap-aryz) is more narrowly defined as a procedural legal document and is less susceptible to polysemy. Its unambiguous legal connotation makes it more transparent in formal legal writing and court documents; however, it appears less frequently than *талап қою* (talap qoyu).

The analysis of *талап қою* (talap qoyu) demonstrates that context is not a fixed

backdrop but a dynamic framework actively constructed during interpretation. The hearer's expectation of relevance plays a central role in selecting and integrating contextual cues, ultimately shaping a more precise and context-sensitive understanding of the term's meaning. Legal texts vary in how explicitly they guide this process, revealing differing degrees of reliance on contextual information. This variation underscores both the complexity of legal interpretation and the crucial role of pragmatic inference in resolving ambiguity in polysemous terms.

The role of relevance theory is important in legal linguistics which challenges the traditional view of context, arguing that context is not pre-given but is dynamically constructed during the interpretation process itself [197]. The reader actively selects and integrates assumptions from various sources (long-term memory, short-term memory, perception) to create a context that maximizes relevance. Since the term *талап кою* (talap qoyu) in ordinary Kazakh understood as to *assert a demand*, a reader's knowledge of the ordinary meaning of *талап қою* (talap qoyu) may interfere with the legal meaning of "*filing a lawsuit*" if the passage lacks the necessary legal schemas to fully disambiguate the term. However, when the passage provides terms such as "court" judicial proceeding" the reader's search for relevance guides them to extend the initial context, retrieving legal schemas related to court orders and judicial proceedings, which then disambiguate the term *талап қою* (talap qoyu). In essence, while legal terms may have distinct representations in the mental lexicon, their interpretation is highly dependent on contextual relevance, reflecting the intricate interplay between stored meanings and external cues.

However, in Kazakh, even contextual cues may not be sufficient when a term is used in both its ordinary and legal senses within the same context. This often necessitates cross-referencing the Kazakh version of the law with the original Russian version, as the laws are typically drafted in Russian first. A common example is the term *талап қою* (talap qoyu), whose meaning may remain unclear without consulting the Russian equivalent. Inaccuracies and inconsistencies in the Kazakh-language version of the Civil Code can hinder full comprehension, despite both versions having equal legal force. This constant need for comparison also risks reinforcing the perception that one version is more authoritative than the other [201].

In this section, we focused on how terms from ordinary language acquire legal meaning within statutes, in contrast to legal terms or legalese, which are typically designed to be precise and unambiguous. Similarly, although, the general rule is that loanwords are not polysemous, this is not always the case. For example, the term "accept" (акцепт) carries different meanings depending on the context. In the *Law on the Circulation of Bills in the Republic of Kazakhstan*, dated April 28, 1997, ***акцепт*** is defined as "*вексель төлеміне берілетін жазбаша келісім*" (a written agreement to pay a bill of exchange). In contrast, Article 396 of the Kazakh version of the Civil Code defines *акцепт* as *"оферта жолданған жақтың оны қабылдағаны туралы жауабы* ***акцепт*** *деп танылады"* (the response from the party to whom an offer is made, indicating acceptance, is recognized as an acceptance). It suggests that in different legal domains the loanword may have distinct meanings. In civil law it refers to the acceptance of an offer, while in a financial context, it takes on an agreement to

pay a bill of exchange. According to *The Russian-Kazakh Dictionary of Banking Terms* by Toksanbai Süleimen Qazhy Rakhymzhanuly, *акцепт* (aktsept) has multiple interpretations, including [202]:

1. A method of settlement between suppliers and buyers for delivered goods, provided services, or completed work.
2. An agreement to pay or a guarantee of payment for financial, settlement, or trade documents.
3. Acceptance of an offer or agreement to enter into a contract.
4. In banking: the buyer's agreement to pay a bill of exchange, check, or other financial instrument.
5. In insurance: confirmation by an insurer or reinsurer's representative that they accept a risk under the specified terms.
6. In international law: a unilateral declaration of agreement to the terms of a treaty.

It proves that a loanword can acquire multiple meanings across different legal and technical fields within a single language, demonstrating the complexity of polysemy in legal and specialized discourse.

To sum up, terms originating from general language can exhibit varying degrees of polysemy across different statutes. A single term may carry multiple legal senses in one Act while being more narrowly defined in another. In some legal texts, such terms function as terms of art, whereas in others, they resemble more general technical legal terms. Even when these terms appear to be used in their ordinary sense, they still carry legal significance, as their interpretation leads to legal consequences. Overall, the selected general-language terms *ұсыну* (ūsynu), *міндет* (mindet) and *талап қою* (talap qoyu) demonstrate polysemous behavior and acquire specific, context-dependent legal meanings within statutory language.

3.2.2 Translation induced polysemy in Kazakh legal acts

Despite ongoing efforts to standardize legal vocabulary across different fields of law, polysemy remains a significant practical challenge for legal translation. As globalization deepens, legal systems are becoming increasingly interconnected, facilitating the transplantation of legal concepts and terminology across jurisdictions. English, having established itself as the dominant language in international legal discourse, plays a central role, especially with the widespread influence of common law traditions. In the past years the legal professionals instead of translating terms from English law, have been using them as Anglicisms which eventually finds its way into the laws and other forms of legal communication. Consequently, the use of English legal terms is often unavoidable.

Translating between English and Kazakh, however, presents particular difficulties, as the two languages stem from entirely different linguistic families and reflect distinct legal traditions (Common Law and Civil Law). These differences make it especially challenging to ensure accurate and consistent translation of legal terms, as seemingly equivalent words may carry divergent meanings depending on their legal and cultural context. Therefore, it seems like legal professionals opt to using loanwords

or Anglicisms in order to avoid any miscommunication or the wrong use of terms from common law.

This process of translating legal terminology is fraught with challenges that can lead to translation-induced polysemy. Translation-induced polysemy occurs when the process of translating a word or phrase from one language to another introduces ambiguity or multiple meanings that were not originally present. In some cases, the source word has a single, precise meaning, but the target language lacks an exact equivalent. As a result, the translator must choose between multiple words, each carrying slightly different nuances, which can lead to polysemy. As V.I. Ozyumenko and K.P. Chilingaryan note translating English legal terms into Russian is often challenging due to their polysemous nature, subtle distinctions between closely related concepts, the absence of equivalent terms in Russian for certain legal notions, and differences in usage across various forms of English [203]. Some of these observations are also applicable to Kazakh legal language.

The phenomenon of translation-induced polysemy is not random but arises from a set of systematic factors that shape the translation process. These factors can be categorized as follows: asymmetrical legal concepts, lexical asymmetry, pre-existing polysemy in the target language, and divergent cultural connotations.

1) Asymmetrical legal concepts. The most fundamental challenge is asymmetrical legal concepts. For instance, gaps in Kazakh legal terminology often arise from the presence of legal concepts that exist solely within the Common Law tradition, making it difficult to find accurate equivalents in Kazakh during translation. Cultural, legal, or contextual connotations in the Kazakh language may not have a direct counterpart, forcing the translator to use a broader or more general term, further contributing to polysemy. Moreover, the greater richness and precision of English legal terminology, shaped by its long-standing legal tradition, accounts for its comparative clarity. Legal concepts are often specific to particular jurisdictions, cultures, or legal systems, so there might not be a perfect match for a term when translating into another language. Instead, translators rely on near-synonyms to approximate the intended concept as closely as possible, while acknowledging subtle differences in interpretation, connotation, or usage.

2) Lexical asymmetry, which happens when the vocabulary of the two languages does not align perfectly, even for shared concepts. For example, the term *acquisition* is translated into Kazakh as *игеру* (igeru), *меңгеру* (mengeru), or *алу* (alu) in the *Qazaq Oxford Dictionary* [204]. However, the dictionary does not list *иелену* (iyelenu) in this legal context, instead translating it more generally as *possessing*. Similarly, the Kazakh term *жұтылу* (zhūtylu), which appears on the websites of various Kazakhstani companies in the context of *mergers and acquisitions*, is not rendered as *acquisition* in the *Qazaq Oxford Dictionary*. This indicates that there is no standardized or officially recognized translation of *acquisition* within the legal context in Kazakh. Nevertheless, the term *ие болу* (iye bolu) *or иелену* (iyelenu) could be considered a close synonym. Like *acquisition*, both *ие болу* (iye bolu) and *иелену* (iyelenu) are derived from ordinary Kazakh language. However, they are not typically used as nouns and require contextual interpretation to convey their meaning.

3) Pre-existing polysemy in the target language. This issue arises when the closest equivalent in the target language already carries multiple meanings, potentially introducing unintended ambiguity that was not present in the original text. This is a common challenge in the Kazakh language. For many English legal terms, translators are compelled to use Kazakh words that are already polysemous. For example, the term *mapamy* (taratu) in the *Civil Code* encompasses a wide range of meanings, from *liquidation* to *broadcasting,* depending on the context.

4) Translator's own interpretation. Different translators may select different words to express the same concept, leading to variations in meaning. Even different dictionaries offer varying sets of translations for the same terms. Some include equivalents drawn from other domains, while others list terms that are used exclusively within a specific legal context.

In her article *Legal Translation and Translation Theory: A Receiver-Oriented Approach*, S. Sarcevic emphasizes that while maintaining equal meaning between parallel legal texts is important, the primary goal is to ensure they have equal legal effect. Translators should strive to preserve the intended meaning and legal impact without engaging in legal interpretation or making value judgments [205].

The borrowing of words from a source language can also create new senses over time. Ultimately, these factors demonstrate that studying terms that differ between ordinary language and legal usage without considering the legal context is insufficient. To achieve a complete and nuanced understanding, it is essential to analyze the specific contexts in which these terms appear across different legal domains.

Translegal: World Law Dictionary

The research we conducted for the *World Law Dictionary* project, developed by Translegal, a Swedish company, established in Stockholm in 1989, revealed many of the challenges mentioned above. As a global leader in Legal English, TransLegal provides a wide range of products and services to the international legal community, including the *World Law Dictionary* [206]. As part of this initiative, we have translated over 6,000 legal terms from English into Kazakh, some of which will be demonstrated and examined in this section. Additionally, The *Oxford Qazaq Dictionary* and *Termincom.kz*, a national electronic database of terms and phrases, were also analyzed to identify Kazakh polysemous words for specific English terms.

The translation of legal terms between English and Kazakh is not a simple lexical transfer but a complex negotiation between two distinct legal and linguistic systems. The challenges arise from fundamental asymmetries, which in turn produce specific consequences and necessitate particular translation strategies. These dynamics can be systematized into a three-part framework:

1) Foundational asymmetries between the source and target systems

The root of the translation difficulty lies in the structural differences between the two languages and the legal traditions they represent.

Lexical Asymmetry

The analysis of polysemy in the Kazakh language revealed that Legal English exhibits a greater number of synonymous terms for each concept compared to Kazakh.

English is known for its abundance of synonyms largely due to the historical influences on its vocabulary as the language has been shaped by Anglo-Saxon and Romance languages such as French, Latin and Greek [207].

Conceptual Asymmetry

This lexical richness corresponds to conceptual distinctions in the Common Law that may not exist in the same way in the Kazakh legal system.

In many cases, even selecting the closest near-synonyms fails to fully convey the precise nuances and legal implications of the original term. For example, the English legal term “devise” is defined as *“a testamentary disposition of property by the last will and testament of the donor*” [208]. However, Kazakh lacks a specific equivalent for this concept, making precise translation difficult. Since there is no specific term in Kazakh for the term “devise” it must be translated using ordinary words and descriptive phrases. In Kazakh, the term “devise” would be rendered as “өсиет бойынша жылжымайтын мүлікті беру”. However, in practical translation, a translator normally would not use the full definition but would instead choose the closest near-synonym, which in this case would be “*өсиет қалдыру*” (to leave a will). The same Kazakh term, *“өсиет қалдыру*”, is also used to translate "bequest," despite the fact that “bequest” is not limited to immovable property. This overlap demonstrates the challenge of finding equivalents in the Kazakh legal language as distinct English legal terms are conveyed using a single, broader Kazakh equivalent. Moreover, the *Qazaq Oxford Dictionary* translates the term “өсиет” as *exhortation, admonition, precept, behest, will,* and *testament* [204]. However, only behest, will, and testament function as synonyms in a legal context, while “өсиет” also carries other meanings. For instance, “admonition” refers to “*the act of strongly encouraging or trying to persuade someone to do something*,” whereas "exhortation" is defined as “*a piece of advice that also serves as a warning about someone’s behavior*” [209]. As a result, the term “өсиет” is used to represent multiple legal concepts, making it difficult to establish a precise dictionary definition for English legal terms. Although direct equivalents may be listed in dictionaries, the most appropriate translation will ultimately depend on the context in which the term is used.

2) The consequence of asymmetry: polysemy and indeterminacy in Kazakh

The foundational asymmetry forces the Kazakh legal terms to carry the weight of multiple Common law concepts.

Overburden polysemy

Because Kazakh legal terminology is often derived from ordinary language, a single Kazakh term is frequently used as the equivalent for several distinct English legal terms. As illustrated in Table 5 below, one Kazakh word may correspond to four or five different English terms. While each English term could, in theory, be translated into other context-specific Kazakh equivalents, the Kazakh terms shown in Table 5 are consistently used as the primary translation across all of them in most legal dictionaries.

Table 5. English terms and their Polysemous Kazakh counterparts

English	Kazakh
Annulment; vacate; quash; extinguishment; nullify; lapse	Күшін жою (Küšin joyu)
Break; breach; violate; destroy; hack; spoil; dissolve; wreck	Бұзу (Büzu)
Defrauder; swindler; crook; fraudster	Алаяқ (Alayaq)
Exonerate; justify; acquit; exculpate; rehabilitate; excuse	Ақтау (Aqtaū)
Intervention, interference, interposition	Араласу (Aralasu)
Remove, lift, exclude, eliminate;	Алып тастау (Alyp tastau)
Scam; swindle; fraud	Алаяқтық (Alayaqtyq)
Unfair , unjust, inequitable,	Әделетсіз (Ädiletsiz)
Evaluate; appraise; estimate; assess	Бағалау (Bağalau)
Waive; abjure; disclaim; abdicate repudiate; reject; relinquish; renounce; abandon	Бас тарту (Bas tartu)
Supervise; control; check; oversee; observe	Бақылау (Baqylau)
Release; dismiss; relieve; exempt; vacate; disclose	Босату (Bosatu)
Presumption; conjecture; assumption premise; forecast; supposition	Болжам (Boljam)
Evaluate; appraise; estimate; assess	Бағалау (Bağalau)
Prevent; avoid; cancel; foreclose; deter	Болдырмау (Boldyrmau)
Misrepresent; falsify; distort; forge; rig	Бұрмалау (Būrmalau)
Delinquent, culpable, accused	Айыпты (Ayipty)

In many cases, the selected Kazakh equivalents feel inadequate, as they fail to fully capture the precise meaning of the English legal term. Kazakh terms tend to be broader in scope, lacking the specificity required for legal precision. Furthermore, it is

rare to find terms in Kazakh that are not polysemous outside of specialized legal contexts, making accurate translation even more challenging. Moreover, translating English legal terminology is challenging for non-experts, requiring not only the use of specialized dictionaries but also a deep understanding of the legal system, linguistic structures, and extralinguistic influences that shape legal language. Continuous learning and knowledge expansion are essential for accuracy [210].

3) Translation strategies to navigate asymmetry

Strategy of conceptual generalization

Conceptual generalization is a translation strategy where a translator replaces a highly specific, narrow term in the source language with a broader, more general term in the target language. For example, the term *жою* (zhoyu), a word borrowed from everyday language. Its broad semantic range allows it to correspond to multiple English legal and non-legal terms, which complicates efforts to establish a precise legal interpretation in various contexts. This semantic ambiguity presents challenges for both translation and legal clarity. The following is a list of English terms that can serve as counterparts to *жою* (zhoyu) depending in context: *overturn, vacate, abolish, destroy, eradicate, liquidate, wind up, abrogate.* Another example is the term *allegiance*, typically defined as strong loyalty to a state, group, or ruler, is often translated as *адалдық* (adaldyq). However, this Kazakh term is semantically broader and also serves as a translation for *loyalty*, *honesty*, *integrity*, *devotion*, and *faithfulness*, thus lacking the political or hierarchical nuance of allegiance. Likewise, *abatement*, defined by the *Cambridge Dictionary* as "*a reduction in the amount or intensity of something*" [211], may be rendered with a general term such as *азайту* (azaytu). While effective in conveying the basic idea, such translations may fall short in capturing the legal specificity or procedural nature of the original term. All the terms in Table 5 illustrate this pattern.

M. Chromá also illustrates how terms with identical meanings can have different contextual applications [212]. For example, the Czech term *zákon* can be translated as *act*, *law*, *statute*, or *legislation*, yet their usage varies. *Act* appears only in the titles of laws (e.g., *Family Law Act, 1995*), *statute* refers specifically to written laws, *law* as a countable noun applies broadly in both legal and non-legal contexts, and *legislation* is used when discussing laws collectively.

Strategy of descriptive translation

To avoid the challenges posed by polysemous words in translation, descriptive translation is often employed, especially when a concise Kazakh equivalent for an English legal term is unavailable or potentially misleading. For instance, the term ableism does not have a direct counterpart in Legal Kazakh and therefore is translated descriptively as *мүмкіндігі шектеулі адамдарға қатысты кемсітушілік* (discrimination against persons with disabilities). Similar approaches are adopted for other culturally and legally embedded concepts, as illustrated below:

1) Ademption - өсиет бойынша қалдырылған мүліктің болмауы
2) Adoptability- баланың асырап алуға жарамдылығы
3) Divest - (меншік құқығынан) айыру
4) Copyrighted - авторлық құқықпен қорғалған

5) Disbar - адвокат атағынан айыру
6) Jury room- алқабилерге арналған кеңесу бөлмесі
7) Deponent - ант берген куәгер; жазбаша куәлік етуші

The process of translating a legal concept that lacks a direct equivalent often moves through two distinct stages. The first stage, most evident in dictionaries and academic glossaries, is descriptive translation. Here, the goal is definitional completeness, and a long, explanatory phrase is used to fully convey the meaning of the source term, such as translating *ableism* as *мүмкіндігі шектеулі адамдарға қатысты кемсітушілік* (discrimination against persons with disabilities). Moreover, a near-synonymy of a word in the target language is also presented.

However, such descriptive phrases are impractical for use in the running text of a legal document. Therefore, in the second stage, the translator naturally seeks a more concise form. As illustrated by the term for *jury room*, a long description *алқабилерге арналған кеңесу бөлмесі* is pragmatically shortened into a more fluent compound noun, *алқабилер бөлмесі.* This new, shorter phrase then may become the functional term of art within the legal community.

This process highlights the constant tension in legal language between the need for absolute semantic clarity (achieved through description) and the need for linguistic economy.

Loanwords(Anglicisms)

In order to achieve linguistic economy, loanwords (Anglicisms) are frequently used. In the past years the legal professionals instead of translating terms from English law, have been using them as Anglicisms which eventually finds its way into the laws and other forms of legal communication. Some English borrowings or Anglicisms have already entered official Kazakh legal discourse. Terms such as *виктимдеу* (from *victimization*) and *буллинг* (from *bullying*) are now found in national legislation. Others, like *сталкинг* (stalking) or *эйбилизм* (ableism), are currently more common in media and online platforms, but may enter legislation in the future.

Loanwords are widely used in legal communications, especially oral legal communication as they convey the meaning

Certain English terms, such as *broker,* have entered Kazakh legal terminology via Russian and have remained in use, even though Kazakh equivalents exist. For instance, the word *делдал* (deldal) serves as a Kazakh counterpart to *брокер* (broker), yet it has not been widely adopted in legal texts [213]. The term *broker* is preferred likely due to its widespread recognition and usage across various legal systems and languages, which may contribute to its continued acceptance in Kazakhstan’s legal framework.

In conclusion, translation-induced polysemy arises from asymmetries between the two legal systems, forcing broader Kazakh terms like *жою* (zhoyu) or *өсиет* (ösiet) to carry the weight of multiple, more specific English concepts. This dynamic necessitates a heavy reliance on context for disambiguation and is navigated through strategies like conceptual generalization, descriptive translation and loanwords.

Conclusions for Chapter Three

In this chapter, we investigated the phenomenon of polysemy in both English and Kazakh legal acts. We explored the cognitive aspects of how multiple meanings are processed and disambiguated, analyzed specific instances of polysemy in UK statutes, and conducted a comparative examination of polysemous terms and translation-induced polysemy within the Kazakh legal system.

Thus, for the purposes of this dissertation, polysemy in legal language is understood as a central and inherent characteristic where single lexical items carry multiple related meanings, a feature driven by linguistic economy, conceptual flexibility, and the necessity of adapting general vocabulary to specialized legal contexts.

1. Terms from general English in the *Criminal Justice Act 2003*, *Consumer Rights Act 2015*, and *Employment Rights Act 1996* demonstrate varied senses, ranging from legal and quasi-legal to general language usage. In British statutory language, the interpretation of such terms is often facilitated by their use as *terms of art*, allowing for more consistent disambiguation within legal contexts.
2. The frequency and semantic range of these terms are not only shaped by the legal domain in which they appear but also by the nature of the relationships and activities the legislation seeks to regulate. For example, the term *supply* shows broader polysemy in the *Consumer Rights Act 2015* because the Act governs commercial transactions and consumer-trader interactions. In contrast, the term *charge* appears more frequently and with greater specificity in the *Criminal Justice Act 2003*, reflecting its relevance to criminal proceedings.
3. Not all polysemous legal terms are equally ambiguous. Some, like *leave* in the sense of "time off from work" remain transparent due to their familiarity in general usage. Others, such as *claim*, frequently occur in fixed legal collocations (e.g., *claim damages, make a claim*), which aids in clarifying their meaning and establishing them as legal terms of art.
4. Cognitive linguistic frameworks such as Frame Semantics, Prototype Theory, and Barsalou's Perceptual Symbol Systems offer complementary approaches to understanding how legal polysemy is processed, retrieved, and interpreted across different domains of law.
5. In Kazakh legal texts, non-specialist terms function in predominantly legal or quasi-legal senses. As in English, certain polysemous expressions appear with greater legal specificity in one act than in another.
6. Translation-induced polysemy in Kazakh indicates that, due to the limited availability of specialized legal vocabulary, translations often rely on broadly interpreted terms from everyday language. This results in Kazakh equivalents tending to cover wider semantic fields than their English counterparts.
7. Translation-induced polysemy arises from systematic factors such as asymmetrical legal concepts, lexical mismatches, existing polysemy in the target language, and cultural differences. These factors collectively shape how a single Kazakh term may represent multiple English legal concepts.

CONCLUSION

This dissertation, engaged in an in-depth exploration of the linguo-semantic and cognitive characteristics of legal discourse, with a primary focus on materials in the English language and a comparative lens on Kazakh legal language, made it possible to draw the following conclusions:

– By establishing a robust theoretical framework, tracing the evolution of discourse analysis from its foundational thinkers like M. Foucault, N. Fairclough, and T.A.Van Dijk the study determines that legal discourse is not merely a collection of texts but a socially embedded institutional practice, shaped by power relations, communicative goals, and historical traditions.

– Through contrasting with political discourse, the key characteristics of legal discourse was established that it operates within the framework of formal rules and logic-based reasoning. Legal discourse unlike political discourse is more prescriptive as it not only enacts laws but sets out the penalties for breaking established laws.

– As a type of institutional discourse, legal discourse serves as the principal medium through which legal institutions communicate, regulate behavior, and exercise authority. It is shaped by formal structures, codified norms, and role-based expectations, distinguishing it from everyday communication

– This study demonstrates that the distinctive legal lexicon, structural features, and presence of terms of art in English are direct results of its historical development and etymological layering, particularly from Anglo-Saxon, Latin, and Norman French influences.

– Linguistic indeterminacy is a defining feature of legal language, as evidenced by seminal theories such as H.L.A. Hart’s concept of 'open texture,' Ronald Dworkin’s emphasis on legal principles, and the critiques advanced by the Critical Legal Studies movement.

– The analysis identifies recurring patterns in the use of vague terms and "catch-all" extenders, demonstrating that vagueness is not incidental but systematically employed as a strategic mechanism to introduce flexibility and delegate interpretive authority within the legal text itself.

– Evaluative vague terms such as *reasonable*, *substantial*, *significant* were shown to be pervasi ve. Their interpretation relies heavily on contextual cues, judicial precedent, and the pragmatic needs of legal decision-making. This confirms R. Posher’s statement of the importance of pragmatic vagueness rather than semantic in legal language.

– Vague terms frequently appear alongside other vague expressions such as *reasonable belief*, *public interest*, or *miscarriage of justice* within the same section of the Act. Rather than relying on a single vague term, the drafters often employ a structured, multi-factor test to maintain flexibility while offering courts more defined interpretive guidance.

– The use of outdated terms such as *mental handicap* in statutory language introduces an additional layer of vagueness, as the concepts defined by such terminology may no longer reflect contemporary understanding or align with current

social and medical realities.

– Analysis of UK legislation reveals that not only courts but also administrative authorities are granted discretionary power to act in various situations, demonstrating the role of their cognitive judgment in interpreting legislative texts through the use of mental state verbs such as *believe, consider, think, is satisfied* and others. This dynamic can be traced back to the historical foundations of Legal English, when monarchs used legal acts as a means of asserting and institutionalizing their authority.

– The analysis of ordinary words such as *action*, *supply*, *duty*, *claim*, *offer*, *remedy*, *leave*, *damage*, *damages*, and *charge* across UK statutes clearly establishes their polysemous nature in legal contexts. These terms do not simply carry over their general meanings; instead, they acquire distinct, often multiple, legal interpretations shaped by the specific statute, the domain of law (criminal, employment, consumer), and the immediate linguistic context. This confirms that legal meaning is not fixed but is actively constructed through the interaction between a word's lexical potential and its statutory environment.

– The study demonstrates that although polysemy can introduce lexical ambiguity across legal domains, such ambiguity is effectively mitigated through the consistent use of fixed collocations and established legal phrases. These contextual patterns provide clear semantic cues, ensuring interpretive precision and minimizing the risk of misinterpretation.

– This study asserts that Frame Semantics, Prototype Theory, and Barsalou's theory of conceptual simulation provide the most relevant cognitive tools for interpreting and conceptualizing polysemy, enabling legal practitioners to navigate the multiple meanings embedded in statutory language.

– This study firmly establishes the significance of polysemy in Kazakh legal acts through a focused comparative analysis. The findings show that Kazakh legal language, shaped by Russian influence and the terminologization of general vocabulary, displays a high degree of polysemy. Terms such as *бұзу* (break/violate) and *жою* (eliminate/liquidate) illustrate how everyday words are repurposed for legal use, resulting in broader semantic scopes and a heightened reliance on context for interpretation.

– It was established that unlike English legal language, which benefits from a more refined and specialized technical lexicon, Kazakh legal terminology often lacks clear-cut distinctions. The analysis also underscores the problem of translation-induced polysemy, highlighting persistent challenges in achieving precise conceptual equivalence between English and Kazakh legal terms.

From a practical perspective, the findings outline the essential role of contextual interpretation, legal precedent, and foundational legal principles in resolving indeterminacy. In the context of legal education, the study points to the need for curricula that address the linguistic features of legal texts, helping future lawyers develop the analytical tools to enhance their understanding of statutory language, especially in Legal Kazakh. The research has also direct relevance for legal translation, especially between English and Kazakh. It identifies significant challenges related to differences in conceptual structure, lexical encoding, and the occurrence of translation-

induced polysemy. These findings reinforce the urgent need for improved bilingual legal dictionaries, glossaries, and standardized terminology, as well as translation approaches that are attuned to both linguistic subtleties and legal-systemic contexts.

Looking ahead, this study opens several avenues for future research. Expanded corpus studies, encompassing a wider array of legal genres such as case law, contracts, and courtroom interactions, could provide a more comprehensive picture of how vagueness and polysemy function across the entirety of legal discourse. Further cognitive experimental research, perhaps employing psycholinguistic methods, could offer deeper insights into how legal professionals, particularly in bilingual or multilingual contexts like Kazakhstan, mentally process ambiguous legal language. There is also a pressing need for research focused on the development of pedagogical tools and resources for legal linguistics training in Kazakhstan, tailored to its specific legal and linguistic environment. Finally, continued investigation into translation strategies for polysemous and vague legal terms, including the potential role of AI-assisted translation tools, will be vital for facilitating clearer and more accurate cross-linguistic legal communication.

In conclusion, this study has shown the way legal discourse works both linguistically and cognitively. It is shaped by a delicate balance between the need for precision and the need for flexibility. Features like vagueness and polysemy are not linguistic imperfection in legal language; they are essential tools that allow the law to adapt, evolve, and be interpreted in real-world contexts. By exploring these features in English legal language and comparing them with the Kazakh legal context, the study highlights how language not only conveys legal meaning but also shapes power dynamics and impacts the delivery of justice. Recognizing and engaging with these linguistic complexities is more than a theoretical concern; it is a necessary step toward building clearer, fairer, and more accessible legal systems for all.

REFERENCES

1 Wodak R., Meyer M. Critical discourse analysis: history, agenda, theory and methodology // Wodak R., Meyer M. (eds.). Methods of critical discourse analysis. – London : Sage, 2009. – P. 1–33.

2 Saussure F. de. Course in general linguistics / transl. by W. Baskin. – New York : Philosophical Library, 1959. – P. 14, 21.

3 Foucault M. The archaeology of knowledge / transl. by A.M. Sheridan Smith. – New York : Pantheon Books, 1972. –117 p.

4 Fairclough N. Discourse and social change. – Cambridge : Polity Press, 1992. – P. 63–65.

5 Dijk T.A. Discourse, context and cognition // Discourse Studies. – 2006. – Vol. 8, No. 1. – P. 159–177.

6 Critical discourse analysis. Vol. 1 / ed. by R. Wodak. – London: Sage Publications, 2013. –341 p.

7 Van Dijk T.A. Critical discourse analysis // Tannen D., Hamilton H.E., Schiffrin D. (eds.). The handbook of discourse analysis. – 2nd ed. – Hoboken: John Wiley & Sons, 2015. – P. 466–485.

8 Martin B., Ringham F. Dictionary of semiotics. – New York : Cassell, 2000. –51 p.

9 Althusser L. Lenin and philosophy and other essays / transl. by B. Brewster. – London : New Left Books, 1971. –158 p.

10 Fairclough N., Wodak R. Critical discourse analysis // Van Dijk T.A. (ed.). Discourse as social interaction. – London : Sage, 1997. – P. 258–284.

11 Van Dijk T.A. (ed.). Discourse as social interaction: Discourse studies: A multidisciplinary introduction. – London: Sage Publications, 1997. - Vol. 2. – 336 p.

12 Ахатова Б.А. Политический дискурс и языковое сознание: монография. — Алматы: Экономика, 2006. — 301 с.

13 Сулейменова Э.Д. Дискурс в дискурсе казахстанской лингвистики // Современные проблемы дискурса: теория и практика. Сборник научных трудов Международной научно практической конференции Центрально-Азиатской Ассоциации по Деловому Общению (ЦАА ДО) и Казахского Университета Международных Отношений и Мировых Языков им. Абылай хана, 23–24 февраля 2006 г. – Алматы, 2006. –64 с.

14 Буркитбаева Г. Деловой дискурс и уровни его исследования // Наукови записки [Кировоградского державного педагогичного университету имени Володимира Винниченка]. Сер.: Филологични науки. – 2010. – Iss. 89(5). –140 p.

15 Норузова Г.Б. Лингвопрагматическая специфика юридического медиадискурса (на материале английского и русского языков): дис. …док. философ.(PhD): 6D02100 – Алматы, 2018. –240 с.

16 Гиздатов Г.Г. Речевые стратегии постсоветского дискурса: (реалии нового казахстанского слова) // Преподаватель XXI век. – 2014. – № 3, ch. 2. – С. 305–312.

17 Кенжеканова К. К. Саяси дискурстыц прагмалингвистикалык жэне когнитивтік компоненттері (казак тіліндегі мерзімді басылымдар материалдары бойынша): 6D020500 философ. ғылым.док... дис.: - Алматы, 2015. - 180 б.

18 Есенова К. Ө. Қазіргі қазақ медиа-мәтінінің прагматикасы: қазақ баспасөз материалдары негізінде: 10.02.02 филол. ғылым. док... автореф.: – Алматы, 2007. – 36 б.

19 Жумагулова Б.С. Особенности полемического дискурса // Успехи современного естествознания. – 2013. – No. 7. – С. 142–145.

20 Хурматуллин А.К. Понятие дискурса в современной лингвистике // Ученые записки Казанского государственного университета. – 2009. – Vol. 151, Кн. 6

21 Карасик В.И. Дискурс // Дискурс-Пи. – № 3–4 (20–21). – С. 147–148.

22 Горбунов А.Г. Дискурс как новая лингвофилософская парадигма: учебное пособие / сост.. – Ижевск: Издательский дом «Удмуртский университет», 2013. – 56 с.

23 Орлова О.В. Проблема соотношения понятий стиля и дискурса в лингвистике начала XXI в. в контексте идей М.Н. Кожиной // Вестник Томского государственного университета. Филология. – 2013. – № 4 (24). – С. 19–25.

24 Абишева Н.М. Лексический компонент юридического дискурса: дис. …канд. филол. наук: 10.02.01. – Алматы, 2001. –47 с.

25 Арутюнова Н.Д. Дискурс // Лингвистический энциклопедический словарь / гл. ред. В.Н. Ярцева. – М.: Советская энциклопедия, 1990. – С. 136–137.

26 Чернявская В.Е. Лингвистика текста. Лингвистика дискурса: учебное пособие. – М.: Флинта, Наука, 2013. – 208 с.

27 Кубрякова Е.С. Эволюция лингвистических идей во второй половине XX века (опыт парадигмального анализа) // Язык и наука конца XX века. – М.: Российский государственный гуманитарный университет, 1995. – С. 144–238.

28 Степанов Ю.С. Альтернативный мир, дискурс, факт и принцип причинности // Язык и наука конца XX века: сб. статей. – М.: Российский государственный гуманитарный университет, 1995. –432 с.

29 Harris Z.S. Discourse Analysis // Language. – 1952. – Vol. 28, № 1. – P. 1–30. – Published by: Linguistic Society of America.

30 Gee J.P. Social Linguistics and Literacies. Ideologies in discourses. 3rd ed. – NY: Routledge, 2008. –248 p.

31 Gee J.P. Introduction to discourse analysis: Theory and method. 4th ed. – London: Routledge, 2014. – 248 p.

32 Holmes J., Wilson N. An introduction to sociolinguistics. – London: Routledge, 2022. –710 p.

33 Wetherell M**.** Affect and emotion: A new social science understanding. – London : SAGE Publications Ltd., 2012. –192 p.

34 Gee J.P., Handford M. The Routledge handbook of discourse analysis. – New York : Routledge, 2023. – 672 p.

35 Page R.E. Stories and social media: Identities and interaction. – London: Routledge, 2013. – 256 p.

36 Gee J.P. Introduction to discourse analysis: Theory and method. 4th ed. – London: Routledge, 2014. – 248 p.

37 Bhatia V. K., Bhatia A. Legal discourse across cultures and socio-pragmatic contexts // World Englishes. – 2011. – Vol. 30, No. 4. – P. 481–495.

38 Cheng L., Danesi M. Exploring legal discourse: a sociosemiotic (re)construction // Social Semiotics. – 2019. – Vol. 29, No. 3. – P. 279–285. – DOI: 10.1080/10350330.2019.1587841

39 Maley Y. The language of the law // Gibbons, J. (ed.). Language and the Law. – London: Longman, 1994. – P. 3–50.

40 Бөкеева А.А., Сыздықова Г.О. Қазақ заңгерлік дискурсындағы «қылмыс» концептісі // Л.Н. Гумилев атындағы Еуразия ұлттық университетінің хабаршысы. Филология сериясы. – 2022. – No. 1. – Б.48–55.

41 Тулкинбаев Н. Специфика юридического дискурса в практике юриста пенитенциарной системы // Абай атындағы Қазақ ұлттық педагогикалық университетінің Хабаршысы. Филология сериясы. – 2020. – No. 2 (72). – С. 272–278.

42 Tiersma P. Legal Language. – Chicago: University of Chicago Press, 1999. – 328 p.

43 Mellinkoff D. The Language of the Law. – Eugene: Wipf and Stock Publishers, 2004. - 540 p.

44 Kurzon D. Legal language: varieties, genres, registers, discourses // International Journal of Applied Linguistics. – 1997. – Vol. 7, No. 2. – P. 119–139.

45 Чернышев А. В. Юридический дискурс и его основные характеристики // Slovo.ru: Балтийский акцент. – 2016. – № 2. –26 с.

46 Кожемякин Е.А. Юридический дискурс как культурный феномен: структура и смыслообразование // Юрислингвистика 11: Право как дискурс, текст и слово: межвуз. сборник науч. тр. – Кемерово, 2011. – С. 131–145.

47 Борисова Л.А. Юридический дискурс: основные характеристики // Язык, коммуникация и социальная среда. – Воронеж, 2016. – С. 133–151.

48 Дединкин А.Л. Юридический дискурс как многомерный интегративный феномен и юрислингвистика как синкретическая наука // Вестник Кемеровского государственного университета. – 2021. – Vol. 23, No. 1. – С. 220–228. – DOI: https://doi.org/10.21603/2078-8975-2021-23-1- 220-228.

49 Хомутова Т.Н., Шефер Э.А. Юридический дискурс: проблемы и перспективы исследования // Вестник ЮУрГУ. Серия «Лингвистика» – 2019. – Vol. 16, No. 3. – С. 44–53.

50 Goodrich P. Legal Discourse: Studies in Linguistics, Rhetoric and Legal Analysis. – 1987. – (Faculty Books. 39). –209 p.

51 Палашевская И.В. Функции юридического дискурса и действия его участников // Известия Самарского научного центра Российской академии наук. – 2010. – Vol. 12, No. 5(2). – С. 535–540.

52 Попова Т.П. Характеристики институционального дискурса // Историческая и социально-образовательная мысль.– 2015. – Vol. 7, No. 6, pt. 2.

53 Зайцева В.В. Когнитивные, коммуникативно прагматические и языковые особенности допроса в юридическом дискурсе : автореф. дис. …канд. филол. наук– Тамбов, 2011. –14 с.

54 Виноградов И.А. Свойства, функции и языковые черты юридического дискурса // Вестник МДУ им. А. А. Куляшова. – 2018. – № 1(51). – С. 124–129.

55 Дубровская Т.В. Судебный дискурс: речевое поведение судьи (на материале русского и английского языков). – М.: Академия МНЭПУ, 2010. – С 351

56 Rasmussen K. W., Engberg J. Genre Analysis of Legal Discourse // HERMES - Journal of Language and Communication in Business. – 2017. – Vol. 12(22). – DOI: 10.7146/hjlcb.v12i22.25497.

57 Solum L. B. The boundaries of legal discourse and the debate over default rules in contract law // Southern California Interdisciplinary Law Journal. – 1993. – Vol. 3(1). – P. 311–334.

58 Archer D., Aijmer K., Wichmann A. Pragmatics: An advanced resource book for students. – Routledge, 2013 – 328 p.

59 Constable M. Our word is our bond: How legal speech acts. – Stanford University Press, 2014. –232 p.

60 Azuelos-Atias S. Semantically cued contextual implicatures in legal texts // Journal of Pragmatics. – 2010. – Vol. 42(3). – P. 728–743.

61 Valenzuela Manzanares J. Cognitive linguistics and the law // Anuari de Filologia. Estudis de Lingüística. – 2014. – Vol. 4. – P. 185–200.

62 Федулова М.Н. Прагма-семантические аспекты концептуализации лексических единиц в юридическом дискурсе (на материале английского и русского языков). – М.: Военный университет МО РФ, 2010. –160 с.

63 Воронцова Ю.А., Галиева Д.А., Хорошко Е.Ю. Лексико-семантическая организация юридического дискурса // Филологические науки. Вопросы теории и практики. – 2022. – Vol. 15, Iss. 12. – С. 3830–3836.

64 Гринёв-Гриневич С.В. Терминоведение. – М.: Академия, 2008. –304 p.

65 Winter S. L. *A Clearing in the Forest: Law, Life, and Mind* . – Chicago: University of Chicago Press, 2001. – 517 p.

66 Bhatia V. K., Candlin C. N., Engberg J. (eds.). Concepts, Contexts and Procedures in Arbitration Discourse. Legal discourse across cultures and systems / with the assistance of Jane Lung. – Hong Kong University Press, 2008. – P. 3-31

67 Trosborg A. Rhetorical Strategies in Legal Language: Discourse Analysis of Statutes and Contracts. – Tübingen: Gunter Narr Verlag, 1997. – 173 p.

68 Skrebtsova T. Discourse, text, utterance, style // Discourse in the Academic Space: Proceedings of the International Round Table (Minsk, Belarus, April 3–5, 2009) / eds. I. Ukhvanova-Shmygova, M. Sarnovskiy. – Minsk: BGU Publishing Center, 2010. – 146 p.

69 Абишева Н.М. Лексический компонент юридического дискурса: дис. ... канд. филол. наук : 10.02.01. – Алматы, 2001

70 Berukstiene D. Legal discourse reconsidered: Genres of legal texts // Comparative Legilinguistics. – 2016. – Vol. 28. – P. 89–117. – DOI: 10.14746/cl.2016.28.5.

71 Попова Л.Е. Юридический дискурс как объект интерпретации. Семантический и прагматический аспект : автореф. дис. ... канд. филол. наук: Вак РФ 10.02.19 – Краснодар, 2005. – 24 р.

72 Swales J.M. Genre Analysis: English in Academic and Research Settings. – Cambridge : Cambridge University Press, 1990. – 274 p.

73 Седов К.Ф. Становление структуры устного дискурса как выражение эволюции языковой личности : дис. ... док.филол. наук– Саратов, 1999.

74 Палашевская И.В. Жанровая организация юридического дискурса: социолингвистический подход // Вестник Удмуртского университета. Серия «История и филология». – 2012. – Iss. 2. – P. 146–151.

75 Батюшкина М.В. Дискурсивные доминанты законотворчества : монография. под ред. М.В. Горбаневского. – М.: РОО ГЛЭДИС, 2022. –160 с.

76 Дегтярева Л.М. Слово, высказывание, текст в когнитивном, прагматическом и культурологическом аспектах // Материалы Международной научно-практической конференции «Языковая подготовка в вузе для специальных целей: новые тенденции, методы и содержание обучения». – Челябинск, 2009. –146 с.

77 Тогжанова Г.К., Сатенова Д.А. Текст как источник дискурсивной деятельности юристов // Вестник КГПИ. – 2012. – № 3. – Р. 27-28.

78 Heffer C. The language of jury trial: A corpus-aided analysis of legal-lay discourse. – Dordrecht : Springer, 2005. – 274 p.

79 Kurzon D. Language of the law and legal language // Lauren C.; Nordman M. (eds.). Special language: From humans thinking to thinking machines. – Clevedon, Philadelphia : Multilingual Matters, 1989. – P. 283–290.

80 Trosborg A. The performance of legal discourse // HERMES – Journal of Language and Communication in Business. – 2015. – Vol. 5, No. 9. – P. 9. – DOI: 10.7146/hjlcb.v5i9.21503.

81 Власенко Н.А. Язык права. – Иркутск: Вост. - Сиб. кн. Изд-во, 1997. –173 с.

82 Сабо И. Социалистическое право / Под ред. В.А. Туманова. – М., 1964. –271 с.

83 Туранин В.Ю. К вопросу о феномене «юридический язык» // Современное право. – 2010. – No. 7. – P. 7–10.

84 Schauer F. On the relationship between legal and ordinary language // Solan, L.; Ainsworth, J.; Shuy, R. (eds.). Speaking of Language and Law: Conversations on the Work of Peter Tiersma. – New York : Oxford University Press, 2015. –306 p.

85 Tiersma P. M. Some Myths about Legal Language // Journal of Law, Culture and Humanities. – 2006. – Vol. 2. – P. 44–50.

86 Tiersma P. M. The Textualization of Precedent // In: Solan, L., Ainsworth, J., Shuy, R. (eds.). Speaking of Language and Law: Conversations on the Work of Peter Tiersma. – New York : Oxford University Press, 2015. –306 p.

87 Шепелев А.Н. Характеристики юридического языка // Социально-экономические явления и процессы. – 2012. – No. 1 (035).

88 Шепелев А.Н. Юридический язык как явление правовой жизни // Вестник ТГУ. – 2015. – Iss. 8 (148).

89 Mattila H. E. S. Comparative Legal Linguistics. – 2nd ed. – New York: Routledge, 2016. – 504 p.

90 Jopek-Bosiacka A. Setting the Legal Scene // Legal Communication: Cross-Cultural Perspectives. – Warsaw : Wydawnictwa Uniwersytetu Warszawskiego, 2010. –272 p.

91 Legalese // Cambridge Dictionary. – Available at: https://dictionary.cambridge.org/dictionary/english/legalese 24.05.2025.

92 Tiersma P. M. The History of Jury Instructions // In: Solan, L., Ainsworth, J., Shuy, R. (eds.). Speaking of Language and Law: Conversations on the Work of Peter Tiersma. – New York : Oxford University Press, 2015. – 306 p.

93 Tiersma P. M. Dimensions of Forensic Linguistics // Gibbons, J., Turell, M. T. (eds.). Dimensions of Forensic Linguistics. – Amsterdam: John Benjamins Publishing Company, 2008. – P. 316. – DOI: 10.1075/aals.5.03tie.

94 Tiersma P. The Nature of Legal Language. – Available at: http://www.languageandlaw.org/NATURE.HTM.

95 Tiersma P. M., Solan L. M. (eds.). A History of the languages of Law // The Oxford Handbook of Language and Law. – New York: Oxford University Press, 2016. –666 p.

96 Durant A., Leung J. H.C. Language and Law. – New York: Routledge, 2016. –258 p.

97 Tiersma P. Writing the law in England // Solan, L., Ainsworth, J., Shuy, R. (eds.). Speaking of language and law: Conversations on the work of Peter Tiersma. – New York : Oxford University Press, 2015. –306 p.

98 Tiersma P.M. Parchment, paper, pixels: Law and the technologies of communication. – Chicago : University of Chicago Press, 2010. – 256 p.

99 Grice H.P. Studies in the way of words. – Cambridge, MA : Harvard University Press, 1989. – 402 p.

100 Токсанбаева Р.К. История формирования юридического английского языка: современные проблемы глобализации юридического языка // Филология сериясы. – 2022. – № 1 (185). – С. 180–188.

101 Jopek-Bosiacka A. Defining law terms: A cross-cultural perspective // Research in Language. – 2011. – Vol. 9, № 1. –10 p. – DOI: 10.2478/v10015-011-0008-y. –

102 Consideration // Oxford Learner's Dictionaries. – Available at: https://www.oxfordlearnersdictionaries.com/definition/american_english/consideration. 25.05.2025

103 Currie v Misa LR 10 Ex 153 // Judgment by Lush J. – 1875.

104 Deed // Oxford Learner's Dictionaries. – Available at: https://www.oxfordlearnersdictionaries.com/definition/english/deed_2 25.05.2025
105 Black’s Law Dictionary. – 10th ed. – St. Paul : Thomson Reuters, 2014.
106 Дьяков А.И., Шиляева О.А. Зачем российским юристам англицизмы? // Молодой ученый. – 2021. – № 6-5 (108). – С. 157-162
107 Дьяков А. И. Уровни заимствования англицизмов в русском языке // Известия Южного федерального университета. Филологические науки. – 2012. – № 2. – С. 113–124.
108 Indeterminacy // Cambridge Dictionary. – Available at: https://dictionary.cambridge.org/dictionary/english/indeterminacy 21.05.2025.
109 Waldron J. Vagueness in Law and Language: Some Philosophical Issues // California Law Review. – 1994. – Vol. 82, No. 3. – P. 509–540.
110 Hutton C. Language, Meaning and the Law. – Edinburgh: Edinburgh University Press, 2009. – 244 p.
111 Otakpor N. On Indeterminacy in Law // Journal of African Law. – 1988. – Vol. 32, No. 1. – P. 112–121.
112 Hart H.L.A. The concept of law. – 2nd ed. – Oxford: Clarendon Press, 1994. – 315 p.
113 Bix B. H.L.A. Hart and the "Open Texture" of Language // Law and Philosophy. – 1991. – Vol. 10, № 1. – P. 51–72.
114 Baldini D., De Benedetto M. The open texture of ‘algorithm’ in legal language // AI & Society. – 2025. – Vol. 40. – P. 1643–1654. – DOI: 10.1007/s00146-024-01925-z.
115 Dworkin R. Taking Rights Seriously. – Cambridge, Mass.: Harvard University Press, 1978. –385 p.
116 Altman A. Legal Realism, Critical Legal Studies, and Dworkin // Philosophy & Public Affairs. – 1986. – Vol. 15, № 3. – P. 205–235.
117 Kennedy D. Form and Substance in Private Law Adjudication // Harvard Law Review. – 1976. – Vol. 89, № 8. – P. 1685–1778.
118 Endicott T. A. O. Linguistic indeterminacy // Oxford Journal of Legal Studies. – 1996. – Vol. 16, № 4. – P. 667–698.
119 Dworkin R. Law's Empire. — Cambridge, Mass.: Harvard University Press, 1986. — p. 470
120 Moore M. A Natural Law Theory of Interpretation // In: Atria F., MacCormick N. (eds.) Law and Legal Interpretation. – Farnham : Routledge, 2003. – 294 p.
121 Natural Kinds // Stanford Encyclopedia of Philosophy (Spring 2013 Archive). – Available at: https://plato.stanford.edu/archives/spr2013/entries/natural-kinds/ 02.10.2024
122 Moore M. Semantics, Metaphysics, and Objectivity in the Law // In: Keil G., Poscher R. (eds.) Vagueness and Law: Philosophical and Legal Perspectives. – Oxford : Oxford University Press, 2016. –338 p.
123 Bix B. Michael Moore's Metaphysical Realism. Law, Language, and Legal Determinacy. – Oxford: Oxford University Press, 1996. – 232 p.

124 Schauer F. Playing by the Rules: A Philosophical Examination of Rule-Based Decision-Making in Law and in Life. – New York: Oxford University Press, 1991. – 256 p.

125 Solan L.M. Why is it so difficult to resolve vagueness? // In: Keil G., Poscher R. (eds.) Vagueness and Law: Philosophical and Legal Perspectives. – Oxford: Oxford University Press, 2016. – P. 338.

126 Posner R.A. The Federal Courts: Crisis and Reform. – Cambridge (MA) : Harvard University Press, 1985. – 384 p.

127 Christie G.C. Vagueness and Legal Language // Minnesota Law Review. – 1964. – Article 1369. – Available at: https://scholarship.law.umn.edu/mlr/1369

128 Bix B. H.L.A. Hart and the "Open Texture" of Language // Law and Philosophy. – 1991. – Vol. 10, No. 1. – P. 51–72.

129 Poscher R. Ambiguity and Vagueness in Legal Interpretation // In: Tiersma P.M., Solan L.M. (eds.) The Oxford Handbook of Language and Law. – Oxford : Oxford University Press, 2012.

130 Sorensen R. Vagueness and Contradiction // Philosophy and Phenomenological Research. – 2005. – Vol. 71, No. 3. – P. 695–703.

131 Tuggy D. Ambiguity, polysemy, and vagueness // Cognitive Linguistics. – 1993. – Vol. 4, No. 3. – P. 273–290. – DOI: https://doi.org/10.1515/cogl.1993.4.3.273

132 Alston W.P. Vagueness // In: Edwards P. (ed.) The Encyclopedia of Philosophy. Vol. 8. – New York : Macmillan, 1967. – P. 218–221.

133 Keil G., Poscher R. Vagueness and Law. Philosophical and Legal Perspectives. – Oxford : Oxford University Press, 2016. – 338 p.

134 Soames S. Understanding Truth. – New York: Oxford University Press, 1999. – 280 p.

135 Marmor A. Pragmatic Vagueness in Statutory Law // In: Keil G., Poscher R. (eds.) Vagueness and Law: Philosophical and Legal Perspectives. – Oxford: Oxford University Press, 2016. – P. 338.

136 Soames S. Vagueness and Law / S. Soames // In: Marmor A. (ed.) The Routledge Companion to Philosophy of Law. – New York: Routledge, 2012. – P. 630.

137 Raffman D. Vagueness in Law. Placing the Blame Where It's Due // In: Keil G., Poscher R. (eds.) Vagueness and Law: Philosophical and Legal Perspectives. – Oxford : Oxford University Press, 2016. – P. 338.

138 Parliament debate. Criminal Justice Bill 2003. 18 September 2003. https://publications.parliament.uk/pa/ld200203/ldhansrd/vo030918/text/30918-08.htm#30918-08_head0

139 Mr A.A. Butt v National Car Parks (NCP): Employment Tribunal, London Central, 29–30 June 2017 / heard by Employment Judge Lewis. – London, 2017. – Judgment reserved.

140 Bix B.H. Vagueness and Political Choice in Law // In: Keil G., Poscher R. (eds.) Vagueness and Law: Philosophical and Legal Perspectives. – Oxford: Oxford University Press, 2016. – P. 338.

141 O’Sullivan Z. Case Note: Computer Associates UK Ltd v The Software Incubator Ltd EWCA Civ 518 / Z. O’Sullivan // One Essex Court. – 24 March 2018.

142 Kredens K. Scarlet Letter or Badge of Honour? Semantic Interpretation in Changing Contexts of Culture // In: Solan L.M., Ainsworth J., Shuy R.W. (eds.) Speaking of Language and Law. – Oxford: Oxford University Press, 2015. – P. 306.

143 Tiersma P. The Rocky Road to Legal Reform: Improving the Language of Jury Instructions // Brooklyn Law Review. – 2001. – Vol. 66. – P. 1081–1120.

144 Heffer C. Authority and Accommodation: Judicial Responses to Jurors’ Questions // In: Solan L.M., Ainsworth J., Shuy R.W. (eds.). Speaking of Language and Law. – Oxford: Oxford University Press, 2015. – P. 306.

145 Schauer F. Second-Order Vagueness in the Law // In: Keil G., Poscher R. (eds.). Vagueness and Law: Philosophical and Legal Perspectives. – Oxford: Oxford University Press, 2016. – P. 338.

146 Rosch E., Lloyd B. B. (eds.). Principles of Categorization // Cognition and Categorization. – Hillsdale, NJ: Lawrence Erlbaum, 1978. – P. 27–48.

147 Actuarial Justice and the Modern State // In: Bruinsma G., Elffers H. et al. (eds.) Punishment, Places and Perpetrators: Developments in Criminology and Criminal Justice Research. – 2004. – P. 62–77. – NCJ-206450.

148 Kenzhekanova K. Linguistic features of political discourse // Mediterranean Journal of Social Sciences. – Rome: MCSER Publishing, 2015. – Vol. 6, No. 6, S2.

149 Radjapova N.M. The Category of Modality: Objective and Subjective Modality // Western European Journal of Linguistics and Education. – 2024. – Vol. 2, No. 8. – P. 30–34.

150 Foucault M. Power/Knowledge: Selected Interviews and Other Writings, 1972–1977. – New York: Knopf Doubleday Publishing Group, 1980. – 288 p.

151 Solan M.L., Ainsworth J., Shuy R.W. (Eds.). Talk about Text as Text // In: Solan L.M., Speaking of Language and Law. – Oxford: Oxford University Press, 2015. – P. 306.

152 Scalia A. A Matter of Interpretation. – Princeton (NJ): Princeton University Press, 1997. – 159 p

153 Schiffer S. Philosophical and Jurisprudential issues of vagueness. // In: Keil G., Poscher R. (eds.). Vagueness and Law: Philosophical and Legal Perspectives. – Oxford: Oxford University Press, 2016. – P. 338.

154 Killion V.L. Understanding Federal Legislation: A Section-by-Section Guide to Key Legal Considerations. – Washington, D.C.: Library of Congress, 2021.

155 Solan L.M. The Language of Judges. – Chicago: The University of Chicago Press, 1993. – 213 p.

156 Шмелев Д.Н. Современный русский язык. – М.: Просвещение, 1977. – 193 р.

157 Пухаева Л.С. Правовые основы и политические аспекты современных процессов в Каталонии // Международные коммуникации: журнал

Факультета международной журналистики МГИМО МИД России. – 2019. – No. 4 (13).

158 Hemel D. J. Polysemy and the Law // Vanderbilt Law Review. – 2023. – Vol. 76. – P. 1067. – Available at: https://ssrn.com/abstract=4264800

159 Haber J., Poesio M.. Polysemy—Evidence from Linguistics, Behavioral Science, and Contextualized Language Models // Computational Linguistics. – 2024. – Vol. 50, No. 1. – P. 351–417.

160 Vicente A., Falkum I.L. Polysemy // Oxford Research Encyclopedia of Linguistics. – Published online: 27 July 2017. – Available at: https://doi.org/10.1093/acrefore/9780199384655.013.325

161 Löbner S. Understanding Semantics. – New York, London: Routledge, 2013. – P. 114.

162 Falkum I.L., Vicente A. Polysemy: Current Perspectives and Approaches // Lingua. – 2015. – Vol. 157. – P. 1–16. – DOI: 10.1016/j.lingua.2015.02.002.

163 Реформатский А.А. Введение в языковедение. – М.: Просвещение, 1967. – 275 р.

164 Бродская М.С. Когнитивно-семантические аспекты полисемии в условиях экспрессивности английского глагола: дис. ... канд. филол. наук: ВАК РФ 10.02.04 – Пятигорск: Пятигорский государственный лингвистический университет, 2014

165 Cruse D.A. Meaning in Language: An Introduction to Semantics and Pragmatics. – New York: Oxford University Press, 2000. – 424 p.

166 Lyons J. Language and Linguistics. – Cambridge: Cambridge University Press, 1982. – 370 p.

167 Lyons J. Semantics 2. – 1st ed. – Cambridge: Cambridge University Press, 1977. – P. 550–551.

168 Apresjan J.D. Regular Polysemy // Linguistics. – 1974. – No. 142. – P. 5–32.

169 Li J. Semantic minimalism and the continuous nature of polysemy. – 2024. – DOI: 10.1111/mila.12509.

170 L'Homme M.-C. Managing polysemy in terminological resources // Terminology. International Journal of Theoretical and Applied Issues in Specialized Communication. – 2023. – DOI: 10.1075/term.22017.lho.

171 Contamination // Cambridge Dictionary. – Available at: https://dictionary.cambridge.org/dictionary/english/contamination. 24.04.2025

172 Jan Gruber, Christopher J. Hargreaves, Felix C. Freiling. Contamination of digital evidence: Understanding an underexposed risk, Forensic Science International: Digital Investigation, 2023. - Vol.44, - 301501 p. – Available at: https://www.sciencedirect.com/science/article/pii/S2666281723000021#bib18. 25.04.2025

173 Ortega-Andres M. Interpretation of Copredicative Sentences: A Rich Underspecification Account of Polysemy. – Springer International Publishing, 2021. – DOI: 10.1007/978-3-030-56437-7.

174 Wittgenstein L. Philosophical investigations. – London: Routledge and Kegan, 1953. – P. 30–33.
175 Cuyckens H., Zawada B. E. Polysemy in cognitive linguistics. – Amsterdam & Philadelphia: John Benjamins, 2001. – P. 13.
176 Dobrić N. On Some Problems of Meaning – Polysemy Between Sense Enumeration and Core Meaning Paradigms // Filozofija i Društvo. – 2014. – Vol. XXV (4). – P. 146–163.
177 Klein D. K., Murphy G. The representation of polysemous words // Journal of Memory and Language. – 2001. – Vol. 45. – P. 259–282.
178 Foraker S., Murphy G. L. Polysemy in sentence comprehension: effects of meaning dominance // Journal of Memory and Language. – 2012. – Vol. 67. – P. 407–425. – DOI: 10.1016/j.jml.2012.07.010.
179 Klepousniotou E. The Processing of Lexical Ambiguity: Homonymy and Polysemy in the Mental Lexicon // Brain and Language. – 2002. – Vol. 81. – P. 205–223.
180 Klepousniotou E., Titone D., Romero C. Making sense of word senses: The comprehension of polysemy depends on sense overlap // Journal of Experimental Psychology: Learning, Memory, and Cognition. – 2008. – Vol. 34, No. 6. – P. 1534–1543.
181 Brown S.W. Polysemy in the mental lexicon // Colorado research in linguistics. – 2008. – Vol. 21. – P. 1–12.
182 Carston R. Relevance theory // In: Russell G., Fara D.G. (eds.). Routledge Companion to the Philosophy of Language. – London: Routledge, 2012. – P. 163–176.
183 Carston R. Linguistic communication and the semantics/pragmatics distinction // Synthese. – 2008. – Vol. 165, No. 3. – P. 321–345.
184 Pustejovsky J. The Generative Lexicon. – Cambridge (MA): MIT Press, 1995. – 312 p.
185 Fillmore C.J. Frame Semantics // In: The Linguistic Society of Korea (ed.). Linguistics in the Morning Calm. – Seoul: Hanshin Publishing Co., 1982.
186 Battery. // Cambridge Dictionary. – Available at: https://dictionary.cambridge.org/dictionary/english/battery. 25.03.2025
187 Battery. LexisNexis. Legal Glossary. https://www.lexisnexis.co.uk/legal/glossary/assault-battery 25.03.2025
188 Battery // Online Etymology Dictionary. – Available at: https://www.etymonline.com/word/battery. 25.03.2025
189 Acquisition. // Cambridge Dictionary. – Available at: https://dictionary.cambridge.org/dictionary/english/acquisition. 25.03.2025
190 Acquisition. LexisNexis. Legal Glossary. https://www.lexisnexis.co.uk/legal/glossary/assault-battery 25.03.2025
191 Movsisyan D. Polysemy in context // Armenian Folia Anglistika. – Vol. 8(1-2(10)). – P. 53–59.
192 Action. Legal Information Institute. Wex. https://www.law.cornell.edu/wex/action. 25.03.2025

193 Offer // Cambridge Dictionary. – Available at: https://dictionary.cambridge.org/dictionary/english-russian/offer. 25.03.2025
194 Charge // Online Etymology Dictionary. – Available at:https://www.etymonline.com/word/charge 25.04.2025
195 Supply // Cambridge Dictionary. – Available at: https://dictionary.cambridge.org/dictionary/english/supply. 25.03.2025
196 Barsalou L. Perceptual symbol systems // Behavioral and Brain Sciences. – 1999. – Vol. 22. – P. 577–609.
197 Sperber D., Wilson D. Relevance. Communication and Cognition. 2nd edition. Cambridge: Blackwell Publishers Inc. 1995. - 326 p.
198 Pashan D.M. Bir buýndy köpmaǵynaly sözderdiń tabiǵaty [The nature of monosyllabic polysemous words] // Tiltanym. – 2022. – No. 2(86). – P. 1–10.
199 Zhanylinov G. A., Aliyev Sh. A. Terminological Dictionary on Civil Law Disciplines. – Karaganda, 2013. – P. 193.
200 Talap. // Sozdikqor – Available at: https://sozdikqor.kz/soz?id=2893&a=TALAP 25.04.2025
201 Тоқсанбаева Р. К., Кенжеқанова Қ. К. Қазақстан Республикасы Азаматтық кодексінде синонимия мен полисемияның қолданылуы // Торайғыров университетінің Хабаршысы. Филологиялық серия. – 2025. – № 1. – Б. 404–419.
202 Тоқсанбай С. Р. Орысша-қазақша банк терминдері сөздігі = Русско-казахский словарь банковских терминов [Мәтін] / С. Р. Тоқсанбай. – Алматы : Ой-сана, 2013. – 1152 б.
203 Ozyumenko V.I., Chilingaryan K.P. Polysemy of English Legal Lexis and the Problems of Translation // Russian Journal of Linguistics. – 2015. – No. 2. – P. 180–193.
204 Qazaq-English Dictionary. – Алматы: "Ұлттық аударма бюросы" корпоративтік қоры, 2003. – Б. 350.
205 Šarčević S. Legal Translation and Translation Theory: A Receiver-oriented Approach // La Traduction Juridique: Histoire, théorie(s) et pratique. Actes. – Berne – Genève: Université de Genève, École de Traduction et d'Interprétation / ASTTI, 2000. – P. 329–347.
206 World Law Dictionary. Translegal. https://translegal.com/ 25.05.2025
207 Palmer F.R. Semantics. – Cambridge: Cambridge University Press, 1986. – 232 p.
208 Devise // The Law Dictionary. – Available at: https://thelawdictionary.org/devise/. 25.04.2025
209 Exhortation // Cambridge Dictionary. – Available at: https://dictionary.cambridge.org/us/dictionary/english/exhortation.25.04.2025.
210 Kayumova K.N. The use of polysemy in legal texts // Eurasian Research Bulletin. – 2022. – Vol. 10. – P. 48–51.
211 Abatement. // Cambridge Dictionary. – Available at: https://dictionary.cambridge.org/dictionary/english/abatement?q=abatement 25.05.2025

212 Chromá M. Synonymy and polysemy in legal terminology and their applications to bilingual and bijural translation // Research in Language. – 2011. – Vol. 9(1). – P. 31–50.

213 Toxanbayeva R.K., Kenzhekanova K., Yerzhanova S. Problems of adaptation of borrowings and excessive use of borrowed words in the civil codes of post-Soviet countries (on the example of Kazakhstan) // International Journal for the Semiotics of Law – Revue Internationale de Sémiotique Juridique. – 2025. – Vol. 38, No. 3. – P. 901–921.

APPENDIX A

Vague evaluative Terms in Consumer Rights Act 2015

Section	Vague Evaluative Term	Excerpt from CRA
Section 24(1)(a)	appropriate	"...to require the trader to reduce by an appropriate amount the price the consumer is required to pay..."
Section 36 (1) (b)	intentionally; properly	"...intentionally fails to comply with a requirement properly imposed by an enforcer..."
Section 47B(6)	suitable	"...claims are eligible... if the Tribunal considers that they... are suitable to be brought in collective proceedings"
Section 69(1)	most favourable	"...the meaning that is most favourable to the consumer is to prevail"
Section 23 (2) (b)	necessary	"...bear any necessary costs incurred in doing so..."
Section 83(4)(a)	sufficient	"...a description of each fee that is sufficient to enable a person... to understand the service or cost..."
Schedule 2(8)	reasonable notice	"...to terminate a contract of indeterminate duration without reasonable notice except where there are serious grounds..."
Schedule 2(15)	too high	"...if the final price is too high in relation to the price agreed..."
Schedule 2(11)	valid reason	"...alter the terms of the contract unilaterally without a valid reason which is specified in the contract"
Section 80 (2) (ii)	proportionate	"...whether... a single penalty or separate penalties are appropriate and proportionate to those contraventions"

Section 34(2)	satisfactory; reasonable	“The quality of digital content is satisfactory if it meets the standard that a reasonable person would consider satisfactory...”
Section 64(4)	average	“...in such a way that an average consumer would be aware of the term”

APPENDIX B

Vague evaluative Terms in Employment Rights Act 1996

Section	Vague/Evaluative Term	Excerpt from ERA
Section 100(d)	appropriate	"...in circumstances of danger which the employee reasonably believed to be serious and imminent, …he took (or proposed to take) appropriate steps to protect himself or other persons from the danger"
Section 28 (1) (b)	any other occurrence; normal	"any other occurrence affecting the normal working of the employer's business in relation to work of the kind which the employee is employed to do"
Section 31(5) (b)	average	"the average number of such days of other employees engaged in relevant comparable employment with the same employer"
Section 98B (2) (a)	substantial injury	"... the employee's absence ... was likely to cause substantial injury to the employer's undertaking"
Section 67 (2) (b)	substantially less favourable	"...must not be substantially less favourable to her than those corresponding terms and conditions"
Section 195 (8) (c)	properly	"...to have some other person against whom the proceedings could ... be properly brought substituted for him as a party to the proceedings"
Section 27D(1)	fairly	"...is allocated fairly between workers of the employer at that place of business"
Section 29(4)(a)	suitable	"...alternative work for that day which is suitable in all the circumstances..."

Section 27E (2)(b)	more public places	"...workers of the employer at one or more public places of business of the employer"
Section 176(4)(d)	unreasonable	"it would have been unreasonable for the employee during the trial period to terminate or give notice to terminate the contract"
Section 43H(d)	exceptionally serious	"...the relevant failure is of an exceptionally serious nature…"

APPENDIX C

Vague evaluative Terms in Criminal Justice Act 2003

Section	**Vague/Evaluative Term**	**Excerpt from CJA**
Section 23ZA(2)	inappropriate	"...unless it seems to the prosecutor or authorised person that it would be inappropriate to do so"
Section 29(2C)(b)	appropriate	"...the relevant prosecutor decides that it would be appropriate for the automatic online conviction option to be offered..."
Section 100(2) (a)	impossible or difficult properly	"...without it, the court or jury would find it impossible or difficult properly to understand other evidence in the case..."
Section 13(4)(b)	substantial grounds	"...the court is satisfied that there are substantial grounds for believing that the defendant... would fail to surrender..."
Section 69(3)	just and reasonable	"... it may make such order as to the costs to be paid by the accused, to such person as may be named in the order, as it considers just and reasonable"
Section 114 (2)	relevant; reliable; likely to prejudice	"...the court must have regard to the following factors (and to any others it considers relevant)—(e) how reliable the maker of the statement appears to be; (i) the extent to which that difficulty would be likely to prejudice the party facing it"
Section 24A(6)	necessary; reasonable excuse	"...if it is necessary to do so for the purpose of investigating whether he has failed, without reasonable excuse..."

Section 23(2)	sufficient evidence	"...that there is sufficient evidence to charge the offender with the offence..."
Section 116(4)	in the interests of justice	"...only if the court considers that the statement ought to be admitted in the interests of justice..."
Section 237A(3)	minimal risk; serious harm	"...unless the decision-maker considers that there is no more than a minimal risk that... the prisoner would commit a further offence... which would cause serious harm"
Section 78(1)	new and compelling evidence	"The requirements of this section are met if there is new and compelling evidence against the acquitted person in relation to the qualifying offence"

APPENDIX D

Understanding legal meaning through Cruse's collocational model

Cruse's Factor	**Relevance to *Supply***
Extralinguistic factors	*Supply of goods* and *supply of services*, map onto real-world legal and commercial distinctions. *Supply digital conten*t reflects technological evolution and legal adaptation to consumer needs and product types not covered by traditional categories.
Stereotypic combinations	Standard legal pairings: *supply of goods*, *supply of services*.
Default patterns (clichés)	Legal drafting favors *supply* over near-synonyms like *provide* in fixed contexts.
Arbitrary collocational restrictions	*Supply of agency worker* is a legally fixed, non-interchangeable expression.
Non-compositional affinities	*Supply of controlled drug*. The word *supply* in this context is inherently illicit and points toward criminality. Its meaning is inseparable from the prohibited nature of the object being supplied.
Cruse's Factor	**Relevance to *Leave***
Extralinguistic factors	The term *leave* in ERAnot just about "not being at work"; they carry the weight of decades of social progress and legal reform aimed at protecting workers, particularly women and parents.

Stereotypic combinations	Standard legal pairings: *maternity leave*, *leave of the court*, *leave to appeal*, *return from leave*.
Default patterns (clichés)	Legal texts favor *leave* over synonyms like *absence* or *permission* in fixed statutory phrases.
Arbitrary collocational restrictions	Expressions like *maternity leave* or *leave of the court* are legally fixed and not easily substitutable.
Non-compositional affinities	Terms like *leave to appeal* function as semi-fixed legal phrases with meanings beyond literal interpretation.
Cruse's Factor	**Relevance to *Damage***
Extralinguistic factors	*Repair the damage* – reflects real-life obligation to restore harm. Common in consumer law.
Stereotypic combinations	*Damage to device*, *unlawful damage*, *repair the damage*, *loss or damage*.
Default patterns (clichés)	Appears in fixed legal pairings like *loss or damage*, and often in remedial or liability contexts (e.g., *repair the damage*).
Arbitrary collocational restrictions	*Unlawful damage* (CJA) is a legal term with domain-specific meaning and restricted use.
Non-compositional affinities	*Loss or damage* – semi-idiomatic, legalized collocation with broader institutional meaning than the sum of its parts.

Cruse's Factor	**Relevance to *Damages***
Extralinguistic factors	Civil litigation and contractual remedies shape the exclusive use of *damages* as monetary compensation, especially in the CRA.
Stereotypic combinations	*Claim damages, award damages, exemplary damages, make an award of damages*.
Default patterns (clichés)	Legal formulae such as *claim damages* and *award damages* dominate usage, reinforcing the term's status as a legal cliché.
Arbitrary collocational restrictions	*Exemplary damages* and *award of damages* are tightly fixed terms within procedural and remedial legal frameworks.
Non-compositional affinities	*Damages* diverges from everyday plural of *damage*; its meaning is abstract and legal, denoting compensation—not physical harm. For example, the meaning of *claim damages* not in the individual words but in the institutionalized legal action.
Cruse's Factor	**Relevance to *Remedy***
Extralinguistic factors	Legal domains shape use: high frequency in consumer law (CRA), procedural use in employment law (ERA), and constitutional/restorative use in criminal law (CJA).
Stereotypic combinations	*Legal remedy, appropriate remedy, remedy for infringement, community remedy document, prerogative remedy*.

Default patterns (clichés)	Repeated in fixed legal structures like *statutory remedy*, *remedy by way of tribunal*, *repair or replacement as a remedy*.
Arbitrary collocational restrictions	*Prerogative remedy* and *community remedy document* are tightly restricted legal phrases with meanings not predictable from component words.
Non-compositional affinities	Although semantically about "fixing a wrong," the legal meaning varies: judicial enforcement, statutory entitlement, or restorative practice.
Cruse's Factor	**Relevance to *Action***
Extralinguistic factors	*Industrial action* – arises from labor relations, strikes, and collective bargaining practices. It reflects the historical and socio-political development of workers' rights and union power.
Stereotypic combinations	*Legal action, industrial action, take other action, actions of the prisoner*.
Default patterns (clichés)	The fixed phrase *take legal action* signals a technical legal meaning, whereas *take other action* defaults to a general or administrative sense
Arbitrary collocational restrictions	*Legal action* is a term of art, meanings cannot be derived solely from their individual components. In contrast, *take other action to enable the consumer to use them* does not carry legal specificity

Non-compositional affinities	*Industrial action* is an idiomatic phrase with a specialized meaning that cannot be inferred by interpreting "industrial" and "action" individually. Instead, it is a fixed legal phrase grounded in labor law.
Cruse's Factor	**Relevance to *Charge***
Extralinguistic factors	*Without extra charge by person* – driven by real-world consumer law concerns (e.g., hidden fees). It reflects a cultural expectation of transparency in transactions, hence its repeated use in legislation.
Stereotypic combinations	*Service charge*s, entrenched and commonly used phrase in consumer and housing contexts.
Default patterns (clichés)	*Charged with an offence* — a legally fixed collocation; default phrasing in criminal law. *Written charge* – used in criminal procedure to describe the formal document setting out an offence.
Arbitrary collocational restrictions	*Charge or other security* – used in a legal-financial sense. The collocation with "other security" is fixed in legal drafting; it would not be said "charge or other protection."
Non-compositional affinities	*Floating charge* — an idiomatic legal-financial phrase.
Cruse's Factor	**Relevance to *Claim***

Extralinguistic factors	*Witness claims to be* – reflects real-world courtroom or investigative contexts where individuals assert identity or status; frequency of use in criminal proceedings.
Stereotypic combinations	*The guarantee payment is claimed* — frequently appears in consumer and financial contexts; reflects standard contractual/legal structure for asserting rights to a payment.
Default patterns (clichés)	*Bring a claim in civil proceedings* and *claim damage*s – widely used and conventionalized in legal contexts; almost a cliché in legal writing
Arbitrary collocational restrictions	*Make a claim* is a standard form; for example, *do a claim* or *write a claim* are not used, despite being grammatically plausible.
Non-compositional affinities	*Claim damages* – idiomatic in legal contexts, meaning to seek monetary compensation through legal channels, which is not immediately obvious from the individual words alone.
Cruse's Factor	**Relevance to *Duty***
Extralinguistic factors	*Duty to consult* and *duty to make the goods available* - reflect real-world institutional obligations
Stereotypic combination	*Duty of confidentiality* and *breach of duty* are entrenched in legal and professional usage. These collocations are widely recognized and expected in both statutory language and legal practice.

Default patterns (clichés)	*Breach of duty* and *initial duty to disclose* are standard formulations used in legal writing and court judgment
Arbitrary collocational restriction	"Duty" combines naturally with certain verbs and modifiers (e.g., "impose a duty," "statutory duty") but not others ("gift a duty"), demonstrating the rigid constraints of legal phrasing.
Non-compositional affinities	*Duty of a person to mitigate his loss* – legal texts prefer specific collocates, e.g., "duty to mitigate loss" rather than *"responsibility to mitigate"*, though semantically similar, the preferred collocation adheres to legal tradition and drafting conventions
Cruse's Factor	**Relevance to *Offer***
Extralinguistic factors	*Offer to supply* (goods) – shaped by commercial and legal realities of supply chains and business transactions.
Stereotypic combination	Collocations like "*offer for sale*," "*make an offer*" and *"offer of employment*" are deeply embedded in legal and contractual discourse.
Default patterns (clichés)	*Make an offer* and *accept an offer* are entrenched legal and commercial phrase
Arbitrary collocational restriction	*Make an offer* reflects a fixed legal collocation, where the verb "make" is conventionally paired with "offer" in contractual contexts. Alternative verbs such as "create" are typically excluded, highlighting the restricted and formulaic nature of legal usage.
Non-compositional affinities	*Make an offer* is idiomatic in law. It does not mean simply to create or build something, but to initiate a binding legal proposal.