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SOMMARIO

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MASTERING NUMBERS IN LEGAL DISCOURSE: PRAGMATIC PERSPECTIVES AND TRANSLATION ISSUES

- Fabiola Notari -

There is no doubt that legal language is decidedly peculiar and often hard to understand, especially from the perspective of the lay public […] *Anyone who has ever seen a legal document realizes that it differs dramatically from everyday speech*[1].

Introduction

Legal language, as other specialized discourses, exhibits numerous distinguishing features which are used consistently in different legal genres and characterize the communication among the members of this professional community, and between these members and the society as a whole.

These linguistic features are certainly rooted in general language, however they have become predictable in terms of textual occurrences, since they appear to be hyper-employed[2] in particular contexts of communication

[1] Tiersma, *Legal Language*, p. 2.

[2] According to Gotti: «specialized discourse does not appear to differ from general language for the use of special linguistic rules absent from general language but for its quantitatively greater and pragmatically more specific use of these elements». Gotti, *Investigating Specialized Discourse*, pp. 15-16.

to meet specific stylistic and pragmatic needs. In this regard legal genres possess at various degrees highly codified traits with reference to lexical, morphosyntactic and textual resources, together with a widespread use of standardized and formulaic expressions.

From this perspective, the purpose of this essay is to give an account of the particular usage of numbers in the legal sphere, exploring their semantic, pragmatic and stylistic function, with the ultimate purpose of demonstrating that their usage can be deemed, among other characteristics, a typical feature of legal discourse.

In this regard, it should be highlighted that although legal discourse has been widely analyzed, the primary focus has remained on linguistic aspects, without devoting particular attention to the specific use of numbers in this field. As a matter of fact, it is generally acknowledged that «law would not exist without language»[3], as legal rules, regulations and law principles are necessarily coded in language. In this sense law is naturally tied to the linguistic code and performs a fundamental function in shaping our world through the legal system.

This intimate connection might be able to explain the reason why language analysis dominates in this field, since a better understanding of this communication is certainly bound to improve legal drafting, enhancing readability of legal documents. This particular objective pertains to legal linguistics, which examines the development, characteristics and usage of legal language, but also to legal translation which attempts to provide new and flexible methodological approaches able to overcome inherent issues related to this activity, in particular the need to achieve 'legal equivalence'[4], that is equivalence of legal effects, between source and target text.

[3] Danet, *Language in the Legal Process*, p. 448.

[4] Beaupré coined the expression 'legal equivalence' to explain that legal translation needs to meet two types of equivalence. The first one concerns the communicative level and the need to achieve identity of meaning, while the second one refers to the need to achieve the same legal effects produced by the source text in the source culture. See Beaupré, *Interpreting Bilingual Legislation*, p. 179.

However, without denying the importance of language investigation in this field, this essay aims at demonstrating that law has a long-standing relation with numbers as well, dating back at least to the first written laws and codes[5]. Since then numbers have performed a paramount function in the various legal systems, as they have generally been employed to organize and systematize legal texts within the whole legal framework. In this regard the Italian Civil Code can be taken as a model to examine to what extent numbers have always been used to create highly structured systems of rules characterized by an absolute internal coherence. In particular, this code is composed by 2969 articles divided into six Books[6], each of them further subdivided into numbered Titles, Chapters and Sections using Roman numerals. Each Book deals with a particular subject and collects legal rules under a dogmatic subject title (e.g., 'Obligation', 'Family', 'Property Law') which reflects the particular theoretical framework applied by the Italian legal system to classify legal concepts and law principles. Within the same Book legal rules are further subdivided according to the type of legal effects produced by the provisions contained therein, for example Book Four (Of Obligations), differentiates between contractual and non-contractual obligations[7], which are in turn sub-

[5] From the late seventeenth century the idea of codification captured the European continent with the aim to select the most important provisions from an incalculable variety of particular norms called *ius commune,* that is a common law consisting of Roman, canon, and feudal law which was taught in the law schools of Italy, France, Spain, Germany, and other continental European countries and which is now considered as the fundamental basis of the developments of civil law systems. The legal system based on *ius commune* was chaotic and sometimes contradictory: many local laws were in force but Roman law remained applicable *in subsidio*. The idea of codification was influenced by the Enlightenment, which attempted to bring order to disorder drawing up a body of rules, carefully systematized in a law code.

[6] Book one (Of Persons and Family), Book Two (of Successions), Book Three (Of the Rights of Property), Book Four (Of Obligations), Book Five (Of the Rights of Labor), Book Six (Of the Protection of Rights).

[7] Book Four is divided into nine Titles (Of Obligations in General, Of Contracts in General, Of Specific Contracts, Of Unilateral Promises, Of Credit Instruments, Of Voluntary Management of the Affairs of Another, Of Payment of What is not Due, Of Unjust Enrichment, Of Wrongful Acts).

divided into further categories (e.g. 'Sales' and 'Unjust enrichment') using numbered chapters and sections. In this case, through the usage of numbers, the structure of legal texts can be carefully elaborated and hierarchically organized, since fundamental principles and general rules are always presented before exceptions or secondary items.

Moreover, an in-depth analysis of legal texts can also demonstrate that numbers have a highly denotative force, for instance when they are employed to identify single provisions by just providing the number of the article under consideration[8], or when they are used in authoritative and binding documents – above all in judicial decisions, legislative texts and treaties – to indicate the serial number[9] assigned by the authority issuing the document, which forms part of the full title. This serial number can assume crucial importance when legal texts are referred to only reporting this element, since the official title is often long and complicated[10].

Therefore, this denotative function implies that numbers can also be used in legal discourse to create explicit cross-references among different legal texts ('intertextual-references') or within the same legal document ('intratextual-references') through the usage of legal citations, that is the practice of referring to other documents just providing the reference number of the document under consideration.

This research will focus especially on this last characteristic, which appears to be of particular interest for legal linguistics and legal translation, in the belief that the analysis of the usage of explicit cross-references can introduce a new point of departure for a critical thought about the very nature of legal

[8] e.g., «This judgement will become final in the circumstances set out in Article 44 § 2 of the Convention». See: CASE OF PROVENZANO v. ITALY App. No(s).55080/13, <https://hudoc.echr.coe.int/eng/#{"itemid":["001-187186"]}>.

[9] e.g. REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

[10] See the previous note, the serial number 95/46/EC is used to refer to 'General Data Protection Regulation' without repeating the full title of the regulation.

discourse, which in turn will be used to demonstrate that in this particular field the usage of numbers has its own characteristics and responds to specific communicative needs which are peculiar to legal discourse. In this regard, the purpose of this essay is to highlight that the usage of numbers carries significant implications with respect to the semantic level, as these explicit cross-references play a crucial role in the creation of the overall meaning of the text. The recognition of this semantic function will then stimulate further and broader reflections about the inherent nature of legal discourse with regard to the issue of intertextuality.

However, this research also aims at pointing out that it would be a mistake to assume that intertextuality operates only through explicit cross-references. The systemic character of the law implies that intertextuality is a constant characteristic, since the meaning of a text is always the result of a network of textual relations among different texts pertaining to legal discourse.

The recognition of the existence of these implicit cross-references will provide the theoretical basis to acknowledge, *a contrario,* the fundamental role performed by numbers when used in legal citations to enhance clarity and precision, making explicit intertextual and intratextual relationships which otherwise would remain hidden.

Furthermore, the linguistic analysis of these explicit cross-references will demonstrate that the study of these legal citations may become an interesting domain for legal linguistics, as the use of numbers is often combined with abbreviations – normally in the shape of initialisms[11] – and fixed formulaic expressions which, through constant repetition, have become peculiar to particular genres. In particular, these abbreviations and fixed expressions may pose specific problems in relation to intelligibility, although they are certainly used to facilitate intertextual references, shortening the

[11] These abbreviations are usually used to refer to international organizations, e.g. UN (United Nations), EU (European Union), ECHR (European Court of Human Rights) etc.

length of the sentences, making the overall structure of the sentence easier to read.

Issues concerning intelligibility may also arise with regard to the difficulty to identify the pragmatic function performed by these legal citations and the type of relation that they establish on a case by case basis among the different texts involved in the creation of the overall meaning. From that standpoint the study of these legal citations may become crucial for the legal translator, required to achieve legal equivalence by using target language expressions capable of maintaining both the same pragmatic function of the source text and its legal flavor.

Finally, the last part of this essay will explore the previously mentioned topic – related to the usage of numbers as a means to organize legal documents – by focusing on the various attempts made to reform the language of the law with reference to the Plain Language Movement, which favors the use of numbered headings, lists and paragraphs to organize legal documents in order to improve intelligibility and readability of legal texts.

1. The systemic character of the Law: intertextuality and implicit cross-references

As already outlined, intertextuality represents a major issue when dealing with legal discourse, as it mirrors the systemic character of the law, where each element necessarily enters in a dialectic relation with other texts, rules and principles pertaining to the whole legal framework. The existence of these dialectic relations is of primary importance and cannot be ignored, since these relations take part in the creation of the overall meaning of the text and operate at the semantic level:

> Two verbal works, two utterances, in juxtaposition enter into a particular kind of semantic relation, which we call dialogical. Dialogical relations are (semantic) relations between all the utterances within verbal communication […] In order to become dialogical […] relations must achieve material existence, […] they must enter into another sphere of being: become *discourse,*

> that is utterance, and receive an *author*, whose position is in turn expressed by the utterance[12].

These dialogical relations among single elements within legal discourse can be explicit – if the reference is expressly mentioned – or remain implicit, in which case the interpreter must inevitably possess an extensive knowledge of the subject in order to correctly define the meaning of the text.

As far as the pervasiveness of implicit cross-references is concerned, it should be noted that in legal discourse intertextuality is just another word for interpretation, since the meaning of legal texts is always to be established by reference to the entire legal framework[13]. In this regard, implicit cross-references become apparent whenever a legal document requires interpretation, which in the legal practice means basically always. According to Edward Caldwell[14], legal interpretation during the judicial process does not imply that each element which eventually leads to the final decision is clearly expressed in a statute, in a contract or in any other legal document submitted to the court's attention. Most of the times what matters is the interpretative activity of the jurists:

> There's always the problem that at the end of the day there's a system of courts and judges who interpret what the draftsman has done. It is very difficult to box the judge firmly into a corner from which he cannot escape […]

[12] Todorov, *Mikhail Bakhtin: The Dialogical Principle*, pp. 60-61.

[13] The concept of intertextuality implies that texts, whether literary or non-literary, lack any kind of independent meaning. Meaning is something which is created through a network of textual relations; for this reason, it could be said that every text acquires meaning in relation to other texts. From this perspective, it is the act of reading rather than the act of writing which is instrumental in creating the text's meaning. The meaning of the text and its interpretation are thus seen to be located in the reader's understanding rather than in the author's intention, as Barthes states at the conclusion of *The Death of the Author*: «the birth of the reader must be at cost of the death of the Author». Barthes, *The Death of the Author*, p. 148.

[14] British lawyer and senior parliamentary counsel.

> you've got to rely on the courts getting the message and deducing from what you have said or it may be often from what you haven't said, what implications they are to draw in such and such a case[15].

Sometimes judges rely on implied principles and values which belong to the legal system as a whole and whose formulation, interestingly to note, is often left implicit through the use of vague and flexible language[16], which according to Tiersma: «enables the law to deal with novel situations that are certain to arise in the future, as well as changing norms and standards»[17]. These implied terms act as implicit cross-references, since they maintain their legal effects even though not expressly mentioned:

> Implied terms are those that courts deem to be part of the contract even though the parties did not expressly agree to them. Implied terms are sometimes used to 'fill gaps' that parties have left in their contracts, such as when parties leave out the time of performance and courts read in a reasonable time term. Implied terms can also refer to terms that limit the application of existing terms, the most notable example being the doctrine of good faith. Interpretation and implied terms are closely related concepts […] if

[15] Edward Caldwell, reported in Bhatia, *An investigation into Formal and Functional Characteristics of Qualifications…*, p. 25.

[16] Vague and flexible language is extremely frequent in constitutions, where it is very common to find expressions like 'due process', 'freedom of speech' and the most common 'beyond a reasonable doubt', or in contracts, which exhibit a great variety of expressions like 'force majeure', 'reasonable efforts', 'reasonable care', 'best efforts'. These principles are deliberately expressed through vague language, meaning that they are meant to be interpreted on a case-by-case basis, since it would be impossible to articulate their content in advance, establishing any potential circumstance which may fall within their field of application, as what is reasonable in a particular situation may not be in another, not to mention that these standards may change over time – take for example the standard of due diligence referred to medical treatments. Due to their flexible formulation, these principles can adapt to different situations and endure over time, guiding the entire society towards the standard of behavior posed by these general provisions.

[17] Tiersma, *Legal Language*, p. 80.

> a contract contains a 'best efforts' clause', determining what that clause requires is a question of interpretation, although the specific content a court reads into such a vague term could easily be viewed as an act of implication. On the other hand, if the contract contains no such clause, a court may have to decide whether to imply a best efforts obligation, and if it does, it has to determine the content of that obligation, which may involve considerations similar to those for interpreting ab express best efforts clause[18].

Consequently, the concept of intertextuality in the shape of implicit cross-references lies at the very heart of many judgements passed – despite their differences – both in Civil and Common law countries, where judges, in order to reach 'the right decision', examine alternative perspectives, which may depart from the literal interpretation of the law (i.e. 'the letter of the law') in favor of a decision which is more coherent with the legal system as a whole (i.e. 'the spirit of the law'), thus reproducing the ancient opposition between *lex* and *ius* elaborated by the Romans[19].

The issue of intertextuality has been discussed so far from a theoretical standpoint; it might be useful to consider, however, by providing a concrete example, how and to what extent intertextuality can influence the interpretation and the production of legal effects in legal discourse before moving to the next paragraph, which will deal specifically with the usage of numbers to create explicit cross-references. In particular, Shakespeare's *The Merchant of Venice* can be taken as a model to discuss the issue of intertextuality and implicit cross-references[20], as this play reproduces on stage the long-standing

[18] Cohen, *Interpretation and Implied Terms in Contract Law*, in *Encyclopedia of Law and Economics*, vol. VI, p. 125.

[19] According to which a judicial decision, rather than promoting an interpretation *secundum litteram* (*lex*), may comply with more general law principles which are unavoidable and take part in shaping, explicitly or implicitly, the legal system as a whole in order to promote 'justice' (*jus*).

[20] In this respect, this research applies Ian Ward's fascinating vision with regard to the usefulness of explaining certain legal concepts by means of literature. In particular, according to Ian Ward – professor of law at Newcastle University Law School and promoter of the 'law and literal movement' –, from

opposition between literal and systematic interpretation of the law with respect to the concept of 'justice'[21].

In act I, scene iii the parties enter into an agreement, according to which Shylock would cut out a pound of flesh from Antonio's body in case the latter fails to repay the loan on time. In the scene of the trial ensued from the breach of the contract, Shylock insists on having the terms agreed on in the bond duly enforced:

Shylock So says the bond, doth it not, noble judge?
Nearest his heart! those are the very words.
Portia It is so. Are there balance here to weigh the flesh?
Shylock I have them ready.
Portia Have by some surgeon, Shylock, on your charge,
To stop his wounds, lest he do bleed to death.
Shylock Is it so nominated in the bond?
Portia It is not so express'd: but what of that?
'Twere good you do so much for charity.
Shylock I cannot find it; 'tis not in the bond[22].

As Portia suggests, Shylock's reasoning is proven to be fallacious also from the level of literal interpretation, which is actually the one asked by Shylock:

an educational point of view «the introduction of literature into the law school classroom is a positive and popular measure […]. Law need not to be anything like as complex, inaccessible or downright dull as it often seems. Its study might be enjoyable […]. Literature can better educate lawyers, and indeed, non-lawyers precisely because it is fresh and enjoyable, whilst at the same time it is capable of broadening the learning experience». Ward, *Law and Literature*, p. ix.

[21] *The Merchant of Venice* has always been considered, together with *Measure for Measure*, one of Shakespeare's 'legal plays', and understood in the sense that formal laws may produce unjust results unless tempered with equity. In this regard, «the play dramatizes the struggle in Shakespeare's England for supremacy between common law courts and the equitable Court of Chanchery». Kornstein, *Kill All the Lawyers? Shakespeare's Legal Appeal*, p. 66.

[22] Shakespeare, *The Merchant of Venice*, 4.1.250-259.

blood is not expressed in the penalty clause and according to the contract Shylock must cut out precisely one pound of flesh, no more, no less and without shedding any of Antonio's blood:

> *Portia* Therefore prepare thee to cut off the flesh.
> Shed thou no blood, nor cut thou less nor more
> But just a pound of flesh: if thou takt'st more
> Or less than a just pound, be it but so much
> As makes it light or heavy in the substance
> Or the division of the twentieth part
> Of one poor scruple, nay, if the scale do turn
> But in the estimation of a hair,
> Thou diest and all thy goods are confiscate[23].

Portia's hyper-technical and even more literal interpretation than Shylock's represents her last means to promote justice, after the failed attempt to touch Shylock's conscience through her moving 'quality of mercy' speech (4.1.180-201) where she expresses an equitable concept of law:

> But mercy is above this sceptered sway,
> It is enthroned in the hearts of kings,
> It is an attribute to God himself,
> And earthly power doth then show likest God's
> When mercy seasons justice. Therefore, Jew,
> Though justice be thy plea, consider this:
> That in the course of justice none of us
> Should see salvation[24].

[23] *Ibidem*, 4.1.320-328.
[24] *Ibidem,* 4.1.189-196.

Between the lines it is also possible to read the *ratio decidendi* of the final ruling against Shylock, who faces the impossibility to have his pound of flesh. On one hand, as acknowledged by Antonio, the entire reliability of commercial contracts in Venice could suffer from a ruling in his favor:

> *Antonio* The duke cannot deny the course of law:
> For the commodity that strangers have
> With us in Venice, if it be denied,
> Will much impeach the justice of his state;
> Since that the trade and profit of the city
> Consisteth of all nations[25].

However, as Bassanio suggests, Shylock's rigid approach to law is wrong. For this reason, he asks Portia to make an exception, stating that it would certainly be 'wrong' not to enforce the contract, though only 'a little wrong' in order to achieve justice:

> *Bassanio* And I beseech you
> Wrest once the law to your authority,
> To do a great right, do a little wrong,
> And curb cruel devil of his will[26].

In the same way, even if Shylock's reasoning is finally beaten by the 'specific performance' counterstatement 'flesh-but-no-blood', Portia's judgement can be understood in the light of the principle of mercy, closely related to the concept of 'natural law'[27], according to which the validity of positive law[28] depends

[25] *Ibidem,* 3.3.26-31.
[26] *Ibidem,* 4.1.210-213.
[27] *Ius naturale*, i.e. the universal law which belongs to nature and exists independently of the positive law in a given society.
[28] *Ius positum*, i.e. human-made laws, created and enforced within a specific community.

on its conformity to a 'higher' law, belonging to nature and expressing absolute values of justice[29]. In this sense, the meaning of this judgement has often been understood in terms of common sense and popular wisdom.

However, on closer inspection, the reasoning behind this ruling is not that far from many judgment issues by Civil or Common law courts in our time. In particular, according to general law principles contained in law codes (in Civil law countries) and in judicial precedents (in Common law countries), a contract cannot be contrary to 'good morals' or 'public order'[30]; if this happens, it is declared null and void *ab initio* in order to protect superior public interests.

Therefore, from a contemporary perspective, the contract between Shylock and Antonio was unenforceable, because it had no legal effects from the beginning, since the public order clause produces legal effects even if not mentioned by the parties, prevailing over the freedom of contract and implementing, as an implicit cross-reference, the contract signed by the parties.

2. The usage of numbers as explicit cross-references in European directives and judicial decisions of the European Court of Human Rights

> Accuracy and precision are considered fundamental characteristics of legal language. This essentially results from the requirement for legal protection and legal certainty. To avoid the possibility of arbitrariness, legal rules should be formulated without ambiguity[31].

[29] In this regard the concept of mercy is closely related to the idea of justice as descending from 'natural law', which is also expressed by the Latin brocard: *ius quia iustum non ius quia iussum,* meaning that the law (*ius*) should always aim at justice (*iustum*) and not follow what is merely established by positive law (*iussum*) if these laws appear to be in contrast with universal values. For further details on this concept, see Pizzorni, *Il diritto naturale dalle origini a S. Tommaso d'Aquino*, pp. 586-619.

[30] Notice the use of flexible and general language.

[31] Mattila, *Comparative Legal Linguistics*, p. 65.

In view of the reflections made in the previous paragraph in relation to implicit cross-references, it is quite obvious why precision and explicitness are of fundamental importance in the field of legal language in order to avoid ambiguities, which in this sphere could lead to interpretation and thus undermine legal certainty[32]. In this regard, lawyers and legislative drafters often strive to be as accurate as possible, formulating lengthy and complex sentences which can incorporate a great amount of conditions and exceptions.

Moreover, another way to achieve a high standard of precision at the semantic level can be identified in the tendency to make an extensive use of technical terms, that is terms which have acquired a fixed meaning in the legal sphere. Gotti defines this characteristic in terms of 'monoreferentiality'[33], which describes the particular phenomenon according to which in a specific context certain words and phrases have become, through constant repetition, highly denotative in relation to a particular referent. For this reason, technical words do not appear to be easily replaceable by a synonym, but only by a definition or paraphrase, thus giving rise to other characteristics pertaining to legal language, in particular lexical repetition[34], verbosity[35] and

[32] The principle according to which a legal system should be transparent and predictable, thus preventing arbitrary law enforcement.

[33] In particular, according to Gotti: «The most widely-investigated distinctive feature of specialized lexis, as compared to general language is monoreferentiality. The term 'monoreferentiality' is not used here to indicate that each term has only one referent, as words generally have several referents, but to signal that in a given context only one meaning is allowed. Indeed, term and concept are related by a fixed 'defining agreement' whereby the term cannot be suitably substituted by a synonym but only by its definition or paraphrase». Gotti, *Investigating Specialized Discourse*, p. 256.

[34] «The accuracy of legal language also presupposes that a noun in a sentence is not replaced by a pronoun if that can cause ambiguity as to the subject or object of the sentence. In the past lawyers have been highly cautious in this respect: they not only always repeated key substantives but added a precision-word, above all *said*, in front of substantives. This tradition goes back to medieval times». Mattila, *Comparative Legal Linguistics*, p. 88.

[35] This feature is extremely apparent when considering the use of the so called 'binominals and trinominals' in the legal language, for example: null and void, goods and chattels, fit and proper, well and sufficiently, agreed and declared. These expressions are also defined as 'worthless doubling' by Mellinkoff. For an in-depth analysis see: Mellinkoff, *The Language of the Law*, pp. 349-363.

archaic language[36]. In this respect, this essay intends to contribute to this analysis by demonstrating that the need for absolute denotative precision is also responsible for the usage of numbers in legal discourse, which are employed to systematize legal rules and provisions within a coherent legal framework, with the ultimate purpose of enhancing intelligibility by creating explicit cross-references among different legal texts ('intertextual references') or within the same document ('intratextual references')[37].

Despite the apparent redundancy in remarking that numbers are indeed part of legal discourse – for we are certainly accustomed to seeing numbers being employed in the definition of articles, sections, subsections or contract clauses –, it is in any case important to point out that we may not be fully aware of the specific pragmatic needs fulfilled by numbers when they are employed to create explicit cross-references among different legal texts and provisions.

Again, in order to understand to what extent explicit cross-references made through the usage of numbers fulfil the need for absolute precision in this field, it is necessary to take a step backward and consider the very nature of legal discourse. In particular, the concept of intertextuality in its own does not seem be sufficient to describe the systemic character of the law, since it does not exclude the risk of antinomy, i.e. the real or apparent mutual incompatibility among single provisions. The key-word to approach this matter is 'order', and the timeless validity of Aristotle's philosophical work *Politics* proves to be paramount in addressing this topic. In this regard, according to Aristotle: «law is order, and good law is good order»[38]. This conception of law has certainly a great deal of implications; for the purpose of this research,

[36] «Fear that new terms may lead to ambiguity favours the permanence of traditional traits, which are preserved even when they disappear from general language. Old formulae are preferred to newly-coined words because of their century-old history and highly codified, universally accepted interpretations. Conservatism of this type accounts for the custom of opening the preface to many English legal texts with the conjunction *whereas*». Gotti, *Analyzing Specialized Discourse*, p. 32.
[37] Again, the concept of intertextuality proves to be of peculiar importance in addressing the issue of explicit cross-references. In this regard, these references clearly imply the concept of intertextuality and the need to express these relations in order to avoid ambiguities in legal discourse.
[38] Everson, *The Politics*, p. 105.

however, it is important to emphasize that in Aristotle's view 'law' and 'order' are necessarily linked concepts, while there is an implied and underlying opposition between order and disorder, the latter considered as anarchy and chaos.

From this perspective, 'good order' is necessarily synonymous with justice and peace, and it represents the natural outcome of what is called 'good law'. However, in order to understand this Aristotelian concept, it is necessary to define the meaning of the word 'law'.

In particular, in this essay the word 'law' is used in at least three different shades of meaning, that is to indicate the 'body of rules', 'the legal order' and 'the judicial process' through which justice is administered. Therefore these concepts, which clearly do not exclude one another, could define 'good law' as a coherent and harmonious body of rules, considered as an ordered framework created and enforced through governmental institutions. From this perspective, the adjective 'good' may also imply the idea of intelligibility – which is actually closely related to the concept of order – within the entire system.

This theoretical introduction explains the reason why the usage of explicit cross-references is so vital in legal discourse to avoid any kind of conflict among the various texts which take part in shaping this complex system of knowledge. In this regard, an article is certainly part of a statue, which in turn may supplement or abrogate another piece of legislation. The same abstraction can be applied to judicial decisions, which are never isolated from their legal framework and assume authority by referring to legislative provisions or to case law. Once again, Edward Caldwell's words prove here useful for the understanding of this concept, especially for a simile he draws between the legal framework and some sort of puzzle in which new pieces have to fit:

> Very rarely is a new legislative provision entirely free-standing… it is a part of a jigsaw puzzle… in passing a new provision you are merely bringing on more piece and so you have to acknowledge that what you are about to do may affect some other bit of the massive statute book[39].

[39] Edward Caldwell, reported in Bhatia, *An investigation into Formal and Functional Characteristics of Qualifications…*, p. 172.

The interwoven nature of legislative provisions is extremely apparent in European legislation, which is exemplified by an extensive use of legal citations composed by numbers. For this reason, the analysis of these legislative provisions proves to be particularly functional for investigating the issue of intertextuality with respect to explicit cross-references.

In particular, all European legislative acts contain standard structures and terms to indicate the title of the legislation which exhibits several elements: the type of act (Regulation, Directive or Decision), the reference number, composed by three elements – year, consequential number of the act and abbreviation(s) that apply (e.g. EU, Euratom, CFSP) –, the institution that adopted the measure (e.g. the Council and the Parliament or the Commission), the date on which the measure was passed and a short description of the subject matter, as in the following example (a), which also explicitly declares the relation of this new legislation with regard to earlier directives:

> (a) DIRECTIVE 2012/27/ EU OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 25 October 2012 on energy efficiency, amending Directives 2009/125/EC and 2010/30/EU and repealing Directives 2004/8/EC and 2006/32/EC[40].

The above-mentioned directive (a) explicitly states that this document amends and repeals previous directives which, interestingly to note, are identified just through their reference number. In this case, the pragmatic function carried out by numbers, together with initialisms, is to provide a fast reference without having to repeat the official title of the provision, which would make the sentence even longer and more complicated.

This solution is often appropriate as it enhances conciseness and precision, apart from facilitating further references to other legal sources, preventing interpretation and legitimacy issues, since even professionals with an extensive knowledge of the subject may have trouble interpreting a new provision

[40] DIRECTIVE 2012/27/EU, <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex-%3A32012L0027>, p. 13.

which does not expressly state if it is amending, implementing or repealing previous legislative acts dealing with the same subject.

As far as readability is concerned, the following provision (b) seems to be easy to read as the content is not omitted, while the usage of numbers, together with prepositional phrases and fixed expressions, indicates that this directive must be enforced according to the guidelines established by the directive therein mentioned (i.e., 'Without prejudice to Article 7', 'in application of Article 4 of Directive 2010/31/EU'). As a result, there is absolutely no doubt about the legitimacy and the validity of this provision, which implements the directive mentioned above (i.e., '2010/31/EU') without amending or repealing previous provisions:

> (b) Without prejudice to Article 7 of Directive 2010/31/EU, each Member State shall ensure that, as from 1 January 2014, 3 % of the total floor area of heated and/or cooled buildings owned and occupied by its central government is renovated each year to meet at least the minimum energy performance requirements that it has set in application of Article 4 of Directive 2010/31/EU[41].

On the contrary, the sole usage of numbers as cross-references, without any brief explanation concerning the content of the provisions reported, seems to be troublesome as readers are constantly required to consult other documents in order to understand the provision itself, as in the following provision (c):

> (c) Notwithstanding the first subparagraph, Member States shall bring into force the laws, regulations and administrative provisions necessary to comply with Article 4, the first subparagraph of Article 5(1), Article 5(5), Article 5(6), the last subparagraph of Article 7(9), Article 14(6), Article

[41] *Ibidem*.

19(2), Article 24(1) and Article 24(2) and point (4) of Annex V by the dates specified therein[42].

The analysis of the previous directives shows that numbers are certainly responsible for creating explicit cross-references; however, the type of relation which is established on a case-by-case basis is often expressed by fixed formulaic expressions which have acquired a specific legal flavor and a peculiar meaning in the various official languages of the European Union. In particular, jurists and translators should acquire considerable knowledge as regards these connectives and prepositional phrases, since they play a pivotal role in determining the meaning of the text under consideration.

In particular, as far as translation is concerned, the need to maintain the same legal effects produced in the source culture implies that translations of such expressions necessarily have to comply with high standards of accuracy with reference to the pragmatic function performed by these expressions and the legal effects produced by their usage, not to mention the need to meet the stylistic expectation of the target text readers, who clearly expect to come across with familiar and common legal expressions, responsible for adding the so called 'legal flavor' to the text.

In this regard, an in-depth analysis of the directive on energy efficiency[43] shows that numbers are used in the legal citations of this text to achieve at least three main legal effects, which are signaled by fixed formulaic expressions[44]:

I. To signal the authority of the text being referred to. In this case the new legislation integrates the previous one. The most common expressions are *under*, *in accordance with*, *pursuant to*, *without prejudice to*, translated into

[42] *Ibidem*, p. 27.
[43] *Ibidem.*
[44] The Italian translation of these terms demonstrates that it is important for the legal translator to familiarize with these expressions, both in the source and target language, since these prepositional phrases are seldom used outside the legal sphere.

the following Italian expressions: *a norma, conformemente, ai sensi, fatto salvo* as in the following examples:

> (d) Member States could include information on energy efficiency levels in their reporting under Directive 2010/75/EU[45].
> [*Italian translation:* Gli Stati membri potrebbero includere informazioni relative ai livelli di efficienza energetica nelle loro relazioni a norma della direttiva 2010/75/UE].
> (e) In accordance with Article 3(2) of Directive 2009/72/EC and Article 3(2) of Directive 2009/73/EC, Member States may impose public service obligations, including in relation to energy efficiency, on undertakings operating in the electricity and gas sectors[46].
> [*Italian translation:* Conformemente all'articolo 3, paragrafo 2, della direttiva 2009/72/CE e all'articolo 3, paragrafo 2, della direttiva 2009/73/CE, gli Stati membri possono imporre alle imprese che operano nei settori dell'energia elettrica e del gas obblighi di servizio pubblico, anche con riguardo all'efficienza energetica].
> (f) Member States shall lay down the rules on penalties applicable in case of non-compliance with the national provisions adopted pursuant to Articles 7 to 11 and Article 18(3) and shall take the necessary measures to ensure that they are implemented[47].
> [*Italian translation:* Gli Stati membri stabiliscono le norme relative alle sanzioni applicabili in caso di inosservanza delle disposizioni nazionali adottate ai sensi degli articoli da 7 a 11 e dell'articolo 18, paragrafo 3, e adottano le misure necessarie per garantirne l'applicazione].
> (g) Without prejudice to Article 7 of Directive 2010/31/EU, each Member State shall ensure that, as from 1 January 2014, 3 % of the total floor area of heated and/or cooled buildings owned and occupied by its

[45] DIRECTIVE 2012/27/EU, p. 7.
[46] *Ibidem*, p. 5.
[47] *Ibidem*, p. 20.

central government is renovated each year to meet at least the minimum energy performance requirements that it has set in application of Article 4 of Directive 2010/31/EU[48].

[*Italian translation:* Fatto salvo l'articolo 7 della direttiva 2010/31/UE, ciascuno Stato membro garantisce che dal 1 gennaio 2014 il 3 % della superficie coperta utile totale degli edifici riscaldati e/o raffreddati di proprietà del proprio governo centrale e da esso occupati sia ristrutturata ogni anno per rispettare almeno i requisiti minimi di prestazione energetica che esso ha stabilito in applicazione dell'articolo 4 della direttiva 2010/31/UE].

II. To achieve precision at the semantic level. In this case these expressions are used to clarify the meaning which certain words have acquired in legal discourse, deviating from general language. The most common expressions are *within the meaning of, as defined in article,* translated into the following Italian expressions: *ai sensi di, come definiti da,* as in the following examples:

(h) The Commission shall be assisted by a committee. That committee shall be a committee within the meaning of Regulation (EU) No 182/2011[49].

[*Italian translation:* La Commissione è assistita da un comitato. Esso è un comitato ai sensi del regolamento (UE) n. 182/2011].

(i) For the purposes of this Directive, the following definitions shall apply: 'energy' means all forms of energy products, combustible fuels, heat, renewable energy, electricity, or any other form of energy, as defined in Article 2(d) of Regulation (EC) No 1099/2008 of the European Parliament and of the Council of 22 October 2008 on energy statistics[50];

[*Italian translation:* Ai fini della presente direttiva si intende per: «energia», tutte le forme di prodotti energetici, combustibili, energia termica, energia

[48] *Ibidem*, p. 13.
[49] *Ibidem*, p. 27.
[50] *Ibidem*, p. 10.

> rinnovabile, energia elettrica o qualsiasi altra forma di energia, quali definiti all'articolo 2, lettera d), del regolamento (CE) n. 1099/2008 del Parlamento europeo e del Consiglio, del 22 ottobre 2008, relativo alle statistiche dell'energia].

III. To communicate that a provision operates despite another previous one, thus preventing conflicts of interpretation which usually arise when these relations are left implicit. In this case the most used expression is *notwithstanding,* translated into the Italian expression *in deroga,* as in the following example:

> (j) Notwithstanding paragraph 1, the distribution of costs of billing information for the individual consumption of heating and cooling in multi-apartment and multi-purpose buildings pursuant to Article 9(3) shall be carried out on a non-profit basis[51].
> [*Italian translation:* In deroga al paragrafo 1, la ripartizione dei costi relativi alle informazioni sulla fatturazione per il consumo individuale di riscaldamento e raffreddamento nei condomini e negli edifici polifunzionali ai sensi dell'articolo 9, paragrafo 3, è effettuata senza scopo di lucro].

Legal citations, in the form of explicit cross-references through the usage of numbers, are also extremely persistent in judicial decisions, where they appear to display specific characteristics which differ from those reported with reference to legislative acts.

In this respect, an excellent example is provided by the judgements issued by the European Court of Human Rights (ECHR), whose acronym – interesting to note for the legal translator – changes when translated into the various languages of the European Union[52]. Just to mention a few examples, in Italian it is translated as *Corte europea dei diritti dell'uomo* (CDU), in

[51] *Ibidem*, p. 19.

[52] In this regard, 'mastering legal citations' in legal translation also means that the legal translator needs to be aware that acronyms may change when translated into different languages.

French as *Cour européenne des droits de l'homme* (CEDH), in German as *Der Europäische Gerichshof für Menschenrechte* (EGMR), and in Spanish as *Tribunal Europeo de Derechos Humanos* (TEDH).

As far as the heading of these judgements is concerned, they always contain: the name of the case, with a clear and fast reference to the application number[53], the date on which the judgement was issued, where it took place and the implementation date which establishes when the decision will become binding, as in the following example:

> (k) CASE OF PROVENZANO v. ITALY (Application no. 55080/1) JUDGEMENT STRASBOURG 25 October 2018 FINAL 25/01/2019
> *This judgment will become final in the circumstances set out in Article 44 § 2 of the Convention. It may be subject to editorial revision*[54].

In particular, the analysis of this heading reveals that the symbol § stands for 'section', while the expressed reference to article 44 of the European Convention of Human Rights (ECHR) gives authority and legal effects to the judgement itself. For this reason, we could classify this type of legal citation as an 'intertextual, vertical reference', since the legal source cited is higher in rank and allows the decision to become legally binding.

In these judgements the heading is always followed by a short introductory section entitled 'Procedure', which mentions the parties, the application reference number, and most importantly a legal citation declaring the allegedly violated article of the ECHR. In this case this vertical cross-reference performs the function of setting the case for trial, informing the court about the applicant's request, as in the following example:

[53] The application number demonstrates that the application was correctly submitted to the court which registered it.

[54] CASE OF PROVENZANO v. ITALY App. No(s).55080/13, <https://hudoc.echr.coe.int/eng/#{"itemid":["001-187186"]}>.

> (l) PROCEDURE
> The case originated in an application (no. 55080/13) against the Italian Republic lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms ("the Convention") by the son and the partner of an Italian national, Mr Bernardo Provenzano ("the applicant")[55].

Then, the judgement is divided into two main parts: 'The facts' and 'The law'. In particular, the first part – 'The facts' – outlines the circumstances of the case and reports the most relevant domestic law and practice with reference to the case submitted to the court. In this section it is quite usual to find numbers acting as 'intratextual cross-references', both in the shape of anaphoric and cataphoric references.

An example of anaphoric reference is given by section 43 (m) which explicitly refers back to section 41 (n):

> (m) 43. […] The experts reiterated his complete lack of autonomy in terms of performing basic everyday functions, and highlighted the need to provide him with constant assistance for his nutrition, hydration, personal hygiene, and to prevent complications linked to long-term bed rest. His cognitive situation was described as having worsened since the previous neuropsychological examination (see paragraph 41 above)[56].
> (n) 41. On 11 April 2014 the applicant underwent a neuropsychological examination by a specialist in San Paolo Hospital. He was described as being alert but not complying with instructions, aside from very simple ones. The reporting doctor stated, *inter alia*, that if the applicant was left on his own he voiced scarcely comprehensible sentences lacking a framework or grammatical structure. One of the conclusions the doctor reached was

[55] *Ibidem*, p. 1.
[56] *Ibidem,* p. 8.

that the applicant's lack of cooperation made it impossible to evaluate and quantify his cognitive status[57].

An example of cataphoric reference is given by section 9 (o) which refers to section 25 (p):

(o) 9. On 12 December 2012 the court-appointed experts carried out a first examination. However, they were unable to undertake further assessments, because on 17 December 2012 the applicant underwent surgery to remove a subdural haematoma, and was then in recovery (see paragraph 25 below)[58].

(p) 25. On 17 December 2012 the duty nurse called the doctor, as the applicant was not responding to verbal or painful stimuli. He was transferred to the emergency room of the civilian hospital in Parma, where he underwent urgent surgery for the removal of a subdural haematoma. He was then placed in the hospital's long-term care unit, and later in its correctional wing[59].

This part (i.e., 'The Facts') also contains several 'intertextual references', when references are made to domestic law and practice. For instance, in this judgement it was considered necessary to quote some articles from the Italian Criminal Law Code, in particular articles 146 and 147, and section 41 *bis* of the Prison Administration Act, which is also mentioned by giving its 'short' title composed by the serial number and the date of implementation (Law no. 354 of 15 July 2009):

(q) B. Section 41 *bis* special prison regime

83. Section 41 *bis* of the Prison Administration Act (Law no. 354 of 26 July 1975), as amended by Law no. 356 of 7 August 1992 and Law no. 94 of 15 July 2009, gives the Minister of Justice the power to suspend the application

[57] *Ibidem,* p. 7.
[58] *Ibidem*, p. 2.
[59] *Ibidem*, p. 5.

> of the ordinary prison regime in whole or in part, by means of a reasoned decision, on the grounds of public order and security, in cases where the ordinary prison regime would conflict with these requirements[60].

All these references found in the section 'The facts' – even if different in nature, i.e. 'intratextual' and 'intertextual' – could be classified as 'horizontal', since they are employed to explain the case and to provide necessary background information with regard to the case presented to the court.

Finally, the second and final part of the judgement, 'The law', contains the final ruling (r) and applies the provisions of the European Convention of Human Rights to the case submitted to the court. The legal citations contained in this part could be classified as 'intertextual, vertical cross-references', since they refer to a higher legal source which legitimates the final decision and the legal effects deriving from it, as in the following example:

> (r) FOR THESE REASONS, THE COURT, UNANIMOUSLY,
> 1. *Accepts* the *locus standi* of the applicant's son, Mr Angelo Provenzano, to pursue the application in his father's stead;
> 2. *Declares* the application admissible;
> 3. *Holds* that there has been no violation of Article 3 of the Convention in respect of the conditions of detention;
> 4. *Holds* that there has been a violation of Article 3 of the Convention on account of the renewed application of the special prison regime on 23 March 2016;
> 5. *Holds* that the finding of a violation constitutes in itself sufficient just satisfaction for the non-pecuniary damage sustained by the applicant;
> 6. *Dismisses* the applicant's claim for just satisfaction.
> Done in English, and notified in writing on 25 October 2018, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court[61].

[60] *Ibidem,* p. 17.
[61] *Ibidem,* p. 36.

3. Numbers and Plain Language Movement

Striving for simplicity has always been a goal for good law. The historical record, however, shows that things turned out differently and that simplicity, meaning a law that can ideally be understood by everybody, still remains a desirable feature in the field of Law.

The idea that language policies are issues of public interest, since language can be an instrument of inclusion or exclusion, began to attract the public consciousness in the late 1970's, when several scholars began to advocate the use of a 'plainer English' in specialized texts and above all legal texts, as legalese and bureaucratic language had become too difficult to understand for ordinary citizens. In recent years the Plain Language Movement and the related need to reform the language of the law have emerged as international topics: in USA the example set by Jimmy Carter[62] (the first to establish that federal regulations had to be written in plainer language) was followed by Bill Clinton[63] and by Obama, who signed the *Plain Writing Act*[64] on October 13, 2011. Significantly, this date was also declared the *International Plain Language Day*, in order to raise awareness of the advances made by this movement.

In Europe, the Plain English Campaign[65] has been promoting in Great Britain the use of a more intelligible language since 1979, while in 1998 the European Commission promoted a campaign with the meaningful name

[62] Carter, Executive Order No. 12044, March 23, 1978, *Improving Government Regulations*. See also No. 12174, November 30, 1979, *Federal Paperwork Reduction*, available at: <https://ballotpedia.org/Presidential_Executive_Order_12044_(Jimmy_Carter,_1978)>.

[63] W. Clinton, *Memorandum on Plain Language in Government Writings*, June 1, 1998, *Plain Language in Government Writing*, available at: <https://www.govinfo.gov/content/pkg/WCPD-1998-06-08/pdf/WCPD-1998-06-08-Pg1010.pdf>.

[64] According to which government documents are to be written in plain language, defined as a: «writing that is clear, concise, well-organized, and follows other best practices appropriate to the subject or field and intended audience». *Plain Writing Act*, available at: <https://www.govinfo.gov/content/pkg/PLAW-111publ274/pdf/PLAW-111publ274.pdf>.

[65] Official website: <http://www.plainenglish.co.uk>.

'Fight the fog'[66], and in 2002 a similar project, 'Chiaro!'[67], was inaugurated in Italy in order to simplify the language of the bureaucracy.

These experiences demonstrate that 'Plain language' is a process aimed at meeting the readers' needs[68] and that its guidelines are not to be confined solely to the English-speaking world, as it is universally acknowledged that the reader's cognitive process can benefit from the avoidance of circumlocutions, verbosity, archaic language and from a user-friendly layout:

> Just as important as clear language is careful layout and design. If a document looks terrifying it does not matter how easy the words are: they will never be read. Good design sets the tone for the document. It communicates the document's intent as much as words do. It also makes the document more useful, by guiding the reader's eye to the information he or she wants to know[69].

For the purpose of this research, it is interesting to note that these guidelines give great prominence also to layout issues. According to Peter Butt[70], a founding director of the Centre for Plain Legal Language at the University of Sydney, there are plenty of ways to improve the design of legal documents, as for example the use of serif typeface and double-space for the body text, generous white margins on the left to allow notations and, most of all, numbering techniques for listing information.

[66] Available at: <http://www.maldura.unipd.it/buro/manuali/fog.pdf>.

[67] Available at: <http://www.funzionepubblica.gov.it/articolo/dipartimento/08-05-2002/direttiva-semplificazione-linguaggio>.

[68] Peter Butt defines Plain Language as: «language that communicates directly with the audience for which is written […]. It is organized in a way that meets the reader's needs, to the writer's needs. It avoids circumlocution and omits surplus words. In short, it uses modern, standard English – English of the kind found every day in the better newspapers and journals». Butt, *Legalese versus Plain Language*, p. 28.

[69] Conference of Experts in Clear Legal Drafting, National Center for Administrative Justice, Washington DC, 2 June 1978, in Dickerson, *Materials on Legal Drafting*, p. 294.

[70] Butt, *Modern Legal Drafting*, pp. 145-158.

In this regard, it may be interesting to see to what extent the usage of numbers can influence the structure of legal documents in order to foster their readability. By way of demonstration, it could be worth considering the following example of a '*force majeure* clause' – something actually very frequent in international sale contracts –, whose reading and consequent interpretation present the reader with some apparent difficulties:

> (s) Notwithstanding any other terms and conditions hereof, in the event that a party is materially unable to perform any of its obligations hereunder because of natural disasters, Act of God, riots, wars, acts of terrorism, governmental action or any other event, whether or not similar to the causes specified herein, that are beyond such party's control, then said Party shall, upon written notice to the other Party thereof, be relieved from its performance of such obligations, that such performance is prevented by such events, provided that such Party shall at all times use its best efforts to resume such performance[71].

If one were to apply the above-discussed guidelines to this article and 're-write' it so as to obtain a simplified version of same, some specific strategies aimed at improving its readability would need be applied; it would be desirable, for instance, to omit surplus words (e.g. hereof, said, thereof, such) and break up the original long sentence (about a hundred words) in 'easily-digestible' units of meaning, possibly presenting them in a numbered list. The result would thus be as follows:

> (t) Notwithstanding any other terms or condition contained in this contract, the Party will be relieved from the performance of its obligations, by giving written notice to the other Party, if despite its best efforts these obligations cannot be performed because of:

[71] Available at: <https://www.trans-lex.org/944000/_/force-majeure/>.

I) Natural disasters, Act of God, riots, wars, acts of terrorism, governmental action;
II) Any other event, that is beyond the Party's control.

A solution of this kind is often appropriate when it is necessary to change the logical structure of the sentence in order to enhance the intelligibility of the provision, since sometimes it may be necessary to present the legal effects immediately at the beginning of the provision (i.e., 'the Party will be relieved from the performance of its obligations'), placing them before the conditions and exceptions (i.e. 'natural disasters, Acts of God, any other event beyond the Party's control etc.), which can instead be ordered as a numbered list. In this regard, the second clause (t), rewritten according to the parameters of the plain language Movements, demonstrates that numbered lists can encourage readers to progress through the document, since the logical structure progresses from general to specific provisions, and not *vice versa*. Moreover, the use of numbered lists fosters intelligibility and clarity, as each sentence contains only one main concept and the cognitive process is not overloaded.

Conclusions

The starting point of this study was to investigate the usage of numbers in legal discourse with the purpose of providing a research which could account for their semantic, pragmatic and stylistic function in this particular field. In this regard, this research was never meant to become a mere descriptive study about the internal structure of legal documents, giving a detailed account of how contracts, legislative acts or judicial decisions are internally organized through the usage of numbers. Such a research would have been much more appropriate for an essay addressed to law students, more interested in studying legal concepts and their mutual relationships.

On the contrary, the purpose of this study was to provide an overall theoretical framework for linguists and translators, which could demonstrate that 'mastering legal discourse' also implies 'mastering numbers' and their usage in this field.

Certainly, for those who are used to analyzing texts from this field only in terms of lexical and syntactic features, this may sound a bit strange. However, as already explained in this research, numbers perform a crucial denotative function in legal discourse, as they are generally used to refer to legal provisions, acting as if they were part of an encoded language, incomprehensible to any but the few initiated. For this reason it is often difficult for laymen to understand the language used by lawyers and jurists, who make considerable use of these elements in order to be as accurate as possible, since it is much easier to report the number of an article than having to repeat by heart the entire provision, running the risk of making mistakes.

Moreover, this denotative function implies that numbers can also be employed to make explicit cross-references among different legal texts. In this way, they become a striking feature which cannot be ignored, since the study of their communicative function can provide a considerable insight into the systemic nature of legal discourse with regard to the numerous interconnections which are responsible for the creation of the meaning of legal texts.

On some level, the study of the intertextual nature of legal discourse may appear to represent a 'step forward' with regard to what is often studied when dealing with legal language; by certain aspects, however, it is more like a 'step backward'. In particular, as already mentioned, even the most studied features of legal language (wordiness, precision, redundancy, expressions with flexible meaning, terms of art, complex and long sentences etc.) fulfil pragmatic needs which appear to be closely related to the issue of intertextuality.

For these reasons, the analysis of the intertextual nature of legal discourse should precede and not follow the study of the main linguistic features of legal language, which appear to be an effect of a deeper phenomenon.

As already pointed out, numbers can perform a significant role in the creation of meaning when they are used, together with fixed expressions and prepositional phrases, to create explicit cross-references within the same document ('intratextual references') or among different legal texts ('intertextual references'), serving different pragmatic purposes, such as providing authority (e.g. in legislative provisions or judicial decisions), declaring the type of relation existing among different texts (e.g. in legislative provisions they specify if the new legislation amends, repeals or integrates previous ones) or

fulfilling informative purposes (e.g. by explaining the meaning of certain words in legislative provisions or by giving background information about the case in judicial decisions).

Finally, the usage of numbers aimed at organizing and systematizing legal documents is attracting enormous worldwide attention thanks to the activity of the Plain Language Movement, according to which legal documents should be drafted using a modern, standard English together with a user-friendly layout, since the use of complex language and intricate sentence structure can deny citizens the opportunity to participate in policymaking.

WORKS CITED

Barthes, Roland, *The Death of the Author*, in *Image Music Text*, S. Heath (ed.), Fontana Press, London 1977.

Beaupré, Rémi Michael, *Interpreting Bilingual Legislation*, Carswell, Toronto 1986.

Bhatia, Vijay Kumar, *An investigation into Formal and Functional Characteristics of Qualifications in Legislative Writing and its Application to English for Academic Purposes*, available at: <https://research.aston.ac.uk/en/studentTheses/an-investigation-into-formal-and-functional-characteristics-of-qu>.

Butt, Peter, *Legalese Versus Plain Language*, in Amicus Curiae, (2001), available at: <https://sas-space.sas.ac.uk/3751/1/1332-1452-1-SM.pdf>

Butt, Peter, *Modern Legal Drafting*, Cambridge University Press, Cambridge 2013.

Cohen, George, *Interpretation and Implied Terms in Contract Law*, in *Encyclopedia of Law and Economics*, Gerrit De Geest (ed.), Edward Elgar, Cheltenham (UK) 2011, vol. VI.

Danet, Brenda, *Language in the Legal Process*, in "Law and Society Review", 14/3 (1980), pp. 445-564.

Dickerson, Frederick Reed, *Materials on Legal Drafting*, West Publishing Company, Eagan (Minnesota) 1981.

Everson, Stephen, *Aristotle, the Politics*, Cambridge University Press, Cambridge 1988.

Gotti, Maurizio, *Investigating Specialized Discourse*, Peter Lang, Bern 2011.

Kornstein, Daniel, *Kill All the Lawyers? Shakespears's Legal Appeal*, University of Nebraska Press, Princeton 1994.

Mattila, Heikki, *Comparative Legal Linguistics*, Ashgate, Aldershot 2006.

Mellinkoff, David, *The Language of the Law*, Little Brown and Co., Boston and Toronto 1963.

Pino, Giorgio, *The Place of Legal Positivism in Contemporary Constitutional States*, in "Law and Philosophy", 18 (1999), pp. 513-536.

Pizzorni, Reginaldo, *Il diritto naturale dalle origini a S. Tommaso d'Aquino*, Studio Domenicano, Bologna 2000.

Shakespeare, William, *The Merchant of Venice*, Routledge, London 1988.

Tiersma, Peter Meijes, *Legal Language*, University of Chicago Press, Chicago and London 1999.

Todorov, Tzvetan, *Mikhail Bakhtin: The Dialogical Principle*, University of Minnesota Press, Minneapolis 1984.

Ward, Ian, *Law and Literature*, Cambridge University Press, Cambridge 1995.

SITOGRAPHY

Carter J., Executive Order No. 12044, March 23, 1978, *Improving Government Regulations*, No. 12174, November 30, 1979, *Federal Paperwork Reduction*, <https://ballotpedia.org/Presidential_Executive_Order_12044_(Jimmy_Carter,_1978)>.

CASE OF PROVENZANO v. ITALY App. No(s).55080/13, <https://hudoc.echr.coe.int/eng/#{"itemid":["001-187186"]}>.

CHIARO! DIRETTIVA SULLA SEMPLIFICAZIONE DEL LINGUAGGIO, <http://www.funzionepubblica.gov.it/articolo/dipartimento/08-05-2002/direttiva-semplificazione-linguaggio>.

W. Clinton, *Memorandum on Plain Language in Government Writings,* June 1, 1998, *Plain Language in Government Writing*, <https://www.govinfo.gov/content/pkg/WCPD-1998-06-08/pdf/WCPD-1998-06-08-Pg1010.pdf.>.

DIRECTIVE 2012/27/EU, <https://eurlex.europa.eu/legalcontent/EN/TXT/?uri=celex%3A32012L0027>.

Fight the Fog: how to write clearly, <http://www.maldura.unipd.it/buro/manuali/fog.pdf>.

Obama, *Plain Writing Act*, <https://www.govinfo.gov/content/pkg/PLAW-111publ274/pdf/PLAW-111publ274.pdf>.

Plain English Campaign, available at: <http://www.plainenglish.co.uk>.

VIRGINIA VECCHIATO

From Pythagoras to Daniel Tammet: the Thin Red Line between Synesthesia and Intersemiotic Translation

This paper aims at presenting a 'strange case' of intersemiotic translation, from numbers into words through sensations, or rather thanks to, synesthesia. In particular, it focuses on the issue of intersemiotic translation by questioning whether or not it can be extended to Daniel Tammet's gift of synesthesia, which is quite beyond Jakobson's plain notion of transmutation.
Key words: synestesia, intersemiotic translation, ekphrasis, Daniel Tammet.

Da Pitagora a Daniel Tammet: la linea sottile fra sinestesia e traduzione intersemiotica

Questo articolo mira a presentare uno "strano caso" di traduzione intersemiotica, dai numeri in parole attraverso sensazioni, o piuttosto grazie alla sinestesia. In particolare, si concentra sulla questione della traduzione intersemiotica mettendo in dubbio se possa essere estesa o meno al dono di sinestesia di Daniel Tammet, che va ben oltre la semplice nozione di trasmutazione di Jakobson.
Parole chiave: sinestesia, traduzione intersemiotica, ekphrasis, Daniel Tammet.

FABIOLA NOTARI

Mastering Numbers in Legal Discourse: Pragmatic Perspectives and Translation Issues

The present article aims at exploring the issue of intertextuality with reference to the specific usage of numbers in legal discourse. In this regard, the analysis of legal citations seems to be of particular interest to legal linguistics and legal translation as it concerns semantic, pragmatic and stylistic issues related to legal language. These aspects are discussed by analyzing European legislation and judicial decisions issued by the European Court of Human Rights, in order to demonstrate that legal citations are used to eliminate internal contradictions within the whole legal framework, thus reinforcing the systemic character of the law. Finally, this research focuses on the usage of numbers to achieve intelligibility and user-friendly layout in legal documents, as suggested by the Plain Language Movement.
Key words: numbers, legal citations, intertextuality, legal discourse, Plain Language Movement, European Legislation, European Court of Human Rights.

Padroneggiare i numeri nel discorso legale: prospettive pragmatiche e questioni traduttive

Il presente articolo si propone di indagare l'uso dei numeri nel linguaggio legale che appare essere intimamente legato alla natura intertestuale del discorso giuridico. In questo senso il loro uso nelle citazioni legali appare particolarmente interessante in quanto si dimostra avere importanti implicazioni – specialmente a livello semantico, pragmatico e stilistico – tali da non poter essere ignorate dalla linguistica o dalle teorie sulla traduzione che si occupano di linguaggio giuridico. Questi aspetti vengono indagati facendo riferimento alla legislazione dell'UE e alle sentenze della Corte europea dei diritti dell'uomo, particolarmente atte a dimostrare l'uso di queste citazioni al fine di eliminare possibili contraddizioni interne al sistema legale, sottolineando cosi il carattere sistematico dell'ordinamento giuridico. Questa ricerca

didattico i suoi interessi sono focalizzati sull'uso delle nuove tecnologie per l'insegnamento delle lingue e sulla grammatica contrastiva tedesco-italiano. Ha sperimentato diverse modalità di tandem in videoconferenza, esperienze presentate e discusse a convegni in Italia e all'estero (EMEMITALIA, ICT for Language Learning, ALCTES, Fremdsprachenlernen im Tandem in der tertiären Bildung) e in articoli scientifici, fra i quali va menzionato in particolare *Videokonferenzen: Computervermitteltes Tandemlernen zwischen Mündlichkeit und Schriftlichkeit*, scritto in collaborazione con Chiara Angelini e Katharina Jakob e pubblicato nel 2016 sulla "Torre di Babele".

Fabiola Notari ha conseguito dapprima una laurea triennale in Civiltà e Lingue Straniere e Moderne presso l'Università di Parma con tesi dal titolo *Spot pubblicitari in italiano e tedesco: un confronto*. Successivamente ha proseguito gli studi presso la medesima Università conseguendo con il massimo dei voti la laurea magistrale in Lingue e Letterature Moderne Europee e Americane con tesi dal titolo *L'inglese giuridico nella traduzione del contratto internazionale di vendita*. Nel corso della sua formazione ha approfondito l'ambito del diritto, superando con lode l'esame di diritto privato presso la Facoltà di Giurisprudenza di Parma. Attualmente lavora come traduttrice e si occupa dell'insegnamento delle lingue straniere nell'ambito dell'inglese, tedesco e spagnolo presso il suo studio "The Mad Hatter".

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Gualtiero Rota è professore associato di Letteratura cristiana antica, Esegesi testamentaria e Filologia classica presso l'Università di Parma. Si è occupato di traduzione sia come traduttore di articoli scientifici di carattere filologico (fra gli altri, per Julia Haig Gaisser, Giuseppe Gilberto Biondi, Francis Cairns), sia in veste di autore di contributi inerenti ad aspetti traduttologici dei