

Change and Continuity in a Type of Text

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On the example of early English charters, changes in legal style are analyzed from Anglo-Saxon to Elizabethan texts. Their function is considered with reference to the contents, expression and graphic shape.

1. In accordance with the classical aphorism that nothing is constant but change, patterns of human communication are also subject to variation in time. Following the general premiss that communication is structured, and thus rule bound, we can further state that the rules applicable are social on the one hand, and linguistic on the other. In the actual output these rules interlink and effect variation of a text in time and space. It can thus happen that some types of communication at one time or place are distinct from the same types at different times or places. This is to say that a tea-time chat in one society can follow the rules of a ritual in another, that a textbook at one time can resemble an interview at another.

The present paper proposes to look into the style, i.e. text forming strategies, of early English charters during the time span of a millennium (from the 7th to the 17th century), noting the constants and the changes in the texts.

1. **The legal text and its function.** From the social point of view the function of legal texts, among them also of various charters, is to ensure lawful conduct of all contemporary and future parties that may in any way be or become connected with the matter treated in the document. In other words, they ensure the observance of acceptable and socially agreed on rules.

The documents considered in this paper are charters and indentures¹ intended to remain valid and binding even for future parties, who may not have stood witness to the

1. charter – a written or printed statement made, esp. formerly, by some authority which gives someone a particular power, right, etc. *Longman Lexicon*, 1981 indenture – any deed, contract, or sealed agreement between two or more parties, *Collins English Dictionary* 1979

original agreement and the drafting of the document. For this reason it was necessary to set the subject matter down in a permanent form, i. e. in writing (in those societies that made use of that type of recording).

An important factor for any communication, and thus also for a legal text, is its functional efficiency (Greenberg, 1957:78), which is achieved through a functioning structure (*Ibid.*). In the case of legal documents there are several elements that will influence this structure, such as:

- a) clear statement of the authority controlling the proceedings,
- b) unambiguous statement and description of the matter being treated, of the rights and obligations of the parties etc.,
- c) naming of all the parties concerned.

In the case of written legal texts, the above elements will depend on rules including linguistic and graphic expression. Since writing is a conscious activity (Diringer, 1962:16), it can be expected to contribute considerably to the organization of the functioning structure of the text.

3. The present corpus of texts examined is based on several collections of legal texts and several individual texts. The collections are: *Cartularium Saxonicum*, a MSS collection edited by Walter de Gray Birch, London 1885, *The Cartulary of Worcester Cathedral Priory* (Register I), Publications of the Pipe Roll Society, Vol. XXVI, New Series Vol. XXVIII, 1962–1965, *The Charters of Norwich Cathedral*, ed. Barbara Dodwell, 1974, *The English Register of Osney Abbey by Oxford*, ed. Andrew Clark, 1913, the *Cotton Charters* of the British Library MSS collection, MS *Egerton Charter 299* from the same library, and a late 17th century MS in private ownership (Weiss, Zagreb, Yugoslavia).

Throughout this period legal documents of the type charter or indentures appear in manuscript form. The great majority of them is written in Latin, but there are also documents written in English from the earliest time, and also in French from 1066. Some of the important documents have been copied and translated (usually from Latin into the vernaculars) in later periods.

The present paper will deal only with the English documents.

4. The organization of legal texts.

4.1. The physical appearance of the texts is also subject to their function, as can be expected. The MSS are written on parchment, the pieces varying in size (between approximately a foolscap and a 40 cm² patch) depending on the size of the text and probably the size of the available piece of parchment. Most documents are written on one side of a single piece of parchment, but occasionally two or more sheets are sewn together to make a larger sheet. Only during the last century of the period under consideration, are the documents sometimes written on paper and stretch over several pages.

The documents are usually folded to a pocket size or rolled up into a scroll. In such a form they could be both kept in a box and carried in a wallet.

The pieces of parchment are often skillfully cut and decorated on one side (upper or lower) by a waved edge. Seals, where they are preserved, are attached to the document at the bottom of the sheet by a strip of parchment.

The main text is written on one side of the sheet, with a short endorsement on the reverse. When folded or rolled up, the main text is kept inside the folding.

The graphic appearance of the written text varies, depending on the skill of the scribe, and probably on the importance of the document. Many documents are provided with exquisite decoration in the margins, mostly as extensions of the initials or elaborations of crosses, which are sometimes used as boundary signs between parts of the text, and in the earliest texts as signatures. The ornamentation is figurative or geometrical. But even if such decoration is absent, an initial more elaborate than other letters of the text will not be lacking even in the most modest document.

The entire text is distributed mostly over one paragraph only, with signatures of the witnesses and their names appended at the bottom of the text. If there is more than one paragraph, the number normally does not exceed two or three.

Judging by the trouble that was obviously taken over these documents, they must have been considered important enough to make them appeal to the eye as well as to the mind.

Whatever is said of the organization of the texts in the following paragraphs, will have to consider their linguistic as well as visual sides.

The spacing of the text is not always carried out with equal success. Thus it can happen that the lines become denser at the bottom of the sheet, and the letters smaller. This is also done at the end of a line. Surplus space in such positions, or elsewhere when it occurs, is not left free but filled in with the necessary number of x marks. Omissions and corrections are added above the line.

Besides elaborate initials, letters of different sizes are used, different spacing, the usual abbreviations, and Roman numerals, except for the latest text (Weiss, Zag.) which has the year written in Arabic characters.

The writing used is the Anglo-Saxon semi-uncial in documents up to 1066, and the English version of the Caroline hand afterwards (Diriniger, 1962 & Wright, 1960). The general impression is that the handwriting deteriorates in the later centuries, particularly with the more frequent use of cursive hands, when the MSS become increasingly difficult to read.

4.2. The layout of the text contents can be divided into four parts:

- a) the introduction, stating the parties involved, the kind of legal transaction being made, and, in the early charters, the reason for the transaction. In the later documents the date is also given;
- b) the description of the property being transferred and the conditions of the transaction, particularly in the indentures;
- c) the closing formulas, often stating the witnesses and the date, or repeating the introductory text;
- d) the names and signatures of the witnesses.

The first three parts are either written in a continuous paragraph, or, much less frequently, broken up into two or three. The signatures are added in one or more columns or in a single row, at the end of the text.

A general feature of the English legal texts is codeswitching between Latin and English, and later between French and English.² Whereas codeswitching in the Anglo-Saxon charters is regular, parts a, c and d being written in Latin, the later documents contain only sporadic stretches of text, or legal formulas in Latin or French.

This strategy obviously adds authority and professionalism to the documents. For the layman it must have had an awe-inspiring effect, which also served to reinforce the observance of the terms. The part of the text which was vital, and had to be well understood, was presented in English.

The description will cover the first Anglo-Saxon texts, and then the most typical late medieval texts.

4.3. Beside regular codeswitching, the Anglo-Saxon charters are characterized by an extreme simplicity of the English text, and the employment of the sign of the cross as a confirmation of the witnesses' names.

4.3.1. The introductory text in the Anglo-Saxon charters, written in Latin, consists in the first place of a formula stating the eternal authority of God and the transient one of the donor, usually a king or other lord. E.g.

Innomine regnantis inperpetuum dñi nri ifu xri. Ego eadgarus rex anglorum ceterarumque gentium. etrecolens quod etiam uas electionis ueracissimus Innotuit uerbis. quod Innouissimis temporibus Instarent tempora periculosa. ... (Cott. Ch. VIII, 33)³

Beside the name of the donor, the reason for the donation stated is usually the wish to "prolong his life" by this deed and be remembered by future generations: quod quanto quis Inhoc terreno habitaculo protraxerit uitam. (Cott. Ch. VIII, 33).

There are, of course, variations on this text, but the form is basically the same in all charters.

The other important element in the introduction is the name of the beneficiary, often a monastery, or as in the example below an individual, here the thane Eadgils:

Ego EDBIRTUS rex eodem donante occidentalium Saxonum EADGILSO ministro meo ob ejus amabile... (Birch, 300)

The introduction is thus completed, but the Latin text may comprise a short statement of the lands being donated, or even a more detailed description of them as in Cott. Ch. VIII, 33. Otherwise it can only introduce the description of the territories by the formula:

Haec sunt territoria. (Birch, 300)

4.3.2. The English text, beside the description of the land being transferred, may contain a part of the introductory text in translation, e.g.

2. Codeswitching – the use of more than one language in the course of a single communicative episode (Heller, 1988: 1)

3. The texts quoted from modern editions of MSS are reproduced after the printed edition. Texts quoted from MSS have been regularized for the present occasion. All abbreviations are represented by a macron.

þis is þare uiven hida Boc to CEROTESEGE 7 to þorpe þe Friþeuuold king ybehte Christe and seinte Petre and Erkenuolde abbude to fullen friedome... (Birch, 34)

Otherwise it begins with the introductory formula:

Dis synt þa landgemaro to Duntune. (Birch, 27)

saying that the borders of the donated lands are to be named. This explicit formula can be left out, and the Latin text is followed directly by the description of the territory in question:

benordan fræced an leage tolangan leage bromleaginga mearc 7hoxhema danne fram langan leage todam... (Cott. Ch. VIII, 32)

4.3.3. The English description of the territories is followed by the Latin concluding formulas, which state that the document "has thus been made out". It includes the name of the place and the date of its issue, or a short summary of its contents, e.g.

Acta est haec prefata donatio. Anno abincarnatione dñi nři ifu xři. decc.mo mo.to. Indicatione ueronouem. (Cott. Ch. VIII, 33)

4.3.4. The concluding text is followed by a list of Latinized names of the witnesses, which are sometimes followed by explicitly stating the act being performed, i. e. "I Edgar confirm this donation by the sign of the holy cross" etc., e.g.

+ Ego eadgar rex anglorum subsigillo scē crucis corroboravi.
+ Ego dunstan dorobornensis aecce archi episcr + ucis xři conclusi
+ Ego aelfryp mater regis predictum donum confirmaui

....
+ Ego byrhtferd minister + Ego aelfhere dux
+ Ego acþelearð minister + Ego acþelstan dux
+ Cott. Ch. VIII, 33

Since the names are written in the same hand as the rest of the text, i.e. by the official scribe, it is the crosses that are the actual signatures to the document.

4.3.5. The documents are usually endorsed at later dates by other authorities, confirming the original agreement. Some charters e.g. Cott. Ch. VIII, 33, have even several successive endorsements by different authorities.

4.3.6. Whereas the Latin text states primarily predictable formulas, the English text is different every time and essential for the practical functioning of the document. As mentioned earlier, the ritual and the pragmatic parts of the text are marked off by codeswitching, not by a new paragraph as it would be in a modern text.

The English text is made up of one continuous structure, visually divided into units by points above or, much more frequently, on the line. The latter may be followed by a capital letter thus emphasizing the boundary marked by the point or period (Clemoes, 1952). These units, however, do not correspond to sentences as marked by modern punctuation.

What in fact is marked by periods or/and capital letters, or any other graphic symbols, are sense units as interpreted by the scribe. Occasionally they do correspond to a sentence, e.g. the declarative sentence of the introductory formula:

þis synt þara cynsulunga landgemaro. (Cott.Ch. VIII, 33)

The rest of the text is a complex adverbial, consisting of a series of noun phrases connected by such connectors as *erist* ("first") which is used to start the series, followed

by the siglum 7 (“and”) or similar ones such as *so, forþ, and sua forþ, þannen*, all in the function of adding new elements to the chain. Another type of connector defines the relationship between the elements of the series, i.e. *abuten, andlang (andlange, eandlonge, endlonge, onlanges⁴), be norþen, be westan*, etc., *betweone, forþ, in, into innan, mide, of, on, to*, etc.

The head nouns that are thus serialized designate various landmarks, such as bridges, meadows, streams, various trees, roads etc. *brugge, burh (beorh), broc (brocen), burne, dic, dure, escer, ea, ege (yge), ham, heued, huþe, lake, leie (lege, leghe, leighe), muþe, paþ, pille, pol, scir, setl, siþren (sihtran), sloce, stan, stapel, stone, strem, strate (stret, strete), trewe (treowe), þorne, þorpe, ucking wei, werd, were, weter, wic, wiþig* etc.

These nouns are modified by various adjectives giving a more precise information on the landmark, i.e. *blake, curt, ealde, eccean, depe, ful, grete, hare hore, lange*, also numerals such as *þre*, and other common nouns in conjunctions, *coppa-, hola-, mapel-, mule-, here-, stan-* and finally proper nouns, *Waie-, Wo-* etc.

Some of these names are still in use, e.g. *Waiemuþe* (Weymouth), *Waiebrugge* (Waybridge), *Woburne* (Woburn), while other phrases are still used as descriptions of a territory as found in local land registers. Such are: *langan leie* (Longlea), *ful broc* (foul brook), *depe broc* (deep brook), *hore þorne* (hoar thorne), *mapel dure* (maple door), *here strat* (the army road) and so on.

A stretch of such a text may say:

þis synt þara cynsulunga landgemaero to brom leage. aereþ on eastan cygel hyrþes gemaero. þonne on crop tunes gemaero. þonne þannon on ruþe beorges ge maero. þonne on sud bealfe. cysse stanes ge maero. forð be weard setlan. þonne be westan wic hammes ge maeru, 7modinga hammes ge maero. 7þonnon eft east ... ges ge maero. þæt on cygel hyrst. (Cott. Ch. VIII, 33)

Dis is þe landgemere to Cerotesege and to þorpe. bat is erest on Waiemuþe up endlonge Waie to Waiebrugge. of Waiebrugge innan þe aelde muledich mide uuerde. of þere dich on þere ealde herestraet. Andlange straete on Woburne brugge. Andlang burne on one grete uuiþig ... (Birch, 34)

The variation noticeable here is the option between the repetition of the last landmark mentioned before a new one is mentioned, or simple serialization. The former strategy is, of course, used to facilitate the understanding of reference, and to avoid possible ambiguity.

4.3.7. It is to be noted, that apart from variation in word from due to dialect differences, or differences in spelling due to varied scribal traditions, there is considerable variation in spelling within one and the same MS. These differences are most obvious in the random use of capital letters for proper names, the word division, and the varied spelling of the same word. As I have observed earlier spacing, and particularly upper-case letters, were used primarily to mark off important sense units.

4.4. Early 11th and 12th century charters, both those written in Latin and those written in French, do not depart in form and style from the earlier, Anglo-Saxon charters. It is during the following centuries that the documents underwent significant development.

4. The variation in form is dialectal, mostly Anglian and Saxon.

4.4.1. Apart from the changes in handwriting and orthography, the most obvious change affected the manner of codeswitching and syntactic elaboration in the English text, which now dominates in the documents.

The ME documents retain the basic composition of earlier legal texts, i.e.

a/ the introduction stating the authority, the legal matter, and the parties involved:

Be hit i-knowe to all̄ true meñ of holy church þat I Rapfi Boterell, prayng andd willyng Julyan my wife and Johan her Dowdhter, gafe and grauntid, in-to ffre and perpetuell alyms, to þ^e church of god and of Seynte marye of Oseney and to þe chanons þere seruyng god, 1. (Os. Meadows, 50)

b/ the enumeration of property, payments and conditions of the agreement.

And within &c And þe mede that is by þe courte of Oseney of þe oþer side of þ^e water: for þe which mede þey shall yelde Eurey seynte John Baptiste day eueryere to þe church of seynte ffrideswith me xiiij.d. for all seruice. (Os. Meadows, 50)

c/ the conclusion contains assurances and guarantees, names of the witnesses and possibly of the place, e.g.

And þis yifte graunte and waranti3yng truly to be holde I adam porter for me and my heyres haue I.þi3ght my trowth and with my seele puttyng to haue i-strenghte hit. These witnessys, 1. (Os. Meadows, 52)

The authority mentioned in the introduction is now primarily temporal, i.e. the community adhering to the legal code expressed in the document, though the divine authority is also present in that the members of the community are “all true men of holy church”.

4.4.2. The tendency to divide the text by periods into smaller sense units, with capital letters indicating the beginning of such a unit (particularly when it also begins with the connector *And*) is still present. The use of capital letters can in some MSS be even more unpredictable than in the earlier texts. Their main function seems to be, besides boundary marking, foregrounding. Words that the scribe considers important are written with a capital letter, or entirely in upper-case lettering, e.g.

And if þe forsaide ij. Acris and iiij. Buttes to þ^e forsaide Abbot and Couent we may not waranti3e ... (Os. Meadows, 52)

In this example the words for land measure and those naming the beneficiaries (i.e. *Acris*, *Buttes*, *Abbot*, *Couent*) are foregrounded by beginning with a capital letter.

4.4.3. The syntax of these documents is much more varied and complex than in the Anglo-Saxon texts. Beside coordinate clauses, there are subordinate ones, particularly object clauses, relative clauses and conditional clauses.

All the typical connectors for such sentence structures are used (*and*, *or*, *that*, *as*, *if*), although the additive *and* is dominant:

Object clauses typically appear in the opening formula:

Knowe þey that present be and to be that I, Thomas ffi3t ...

(Os. Meadows, 51)

Knowe þey that been present be and to bee þat I, Adam Porter ...

(Os. Meadows, 52)

Conditional clauses are part of the contract where provisions are made in case of failure to keep the contract:

And if þe forsaide ij. Acris and iiij. Buttes to þ^e forsaide Abbot and Couent we may not wa ranti3e, all my londe of his ffee that I haue in seynte Thomas parish shall abide quyte to þem. (Os. Meadows, 52)

Relative clauses describe the property:

And þe mede that is by þe courte of Oseney ... (Os. Meadows, 50)

all my mede that I holde of Water Cole þat lieth bytwene Bolestake and þe mylle of Boteley ... (Os. Meadows, 52)

Another type of structure, in which an antecedent noun is repeated and modified by a definite article and relative pronoun, aims at maximum clarity of reference, by reinforcing the anaphora through separate relative and deictic elements.

for þe *whiche* mede þey shall yelde Euery seynte John Baptiste day euery yere ... (Os. Meadows, 50)

The same function is performed by the phrase *the forsaide*, where *forsaide* could be defined as an explicit relative pronominal:

And if þe *forsaide* ij. Acris and iiij. Buttes to þ^e forsaide Abbot and Couen we may not waranti3e ... (Os. Meadows, 52)

This expression is even more prominent than *the whiche*.

Further formulas aiming at an absolute clarity of the text are interpolated clauses such as *that is to say*, which introduce a specification of the preceding text:

I Adam Porter of Oseney, haue i-3efe, grauntid, and with my charter conformed, to þabbot of Oseney ... all my mede that i holde of Water Cole þat lieth bytwene Bolestake and þe mylle of Boteley, *that is to say*, ij. acres and iiij. buttes ... (Os. Meadows, 52)

4.4.3. Foregrounding is an important strategy in legal texts, by means of which important elements can be brought to attention. It is achieved primarily by repetition, and also by graphic means, as already mentioned. Repetition varies in type. One type of repetition is, of course, anaphora, where the above explicit type *þe whiche* and *þe forsaide* is typical even in much later legal texts. The other frequent type is coordination of synonyms, near synonyms, or other pairs of words. In the Oseney texts the following examples can be found:

nouns: *Abbot and Couent, all men and women, this yifte and graunte, yifte and graunte and warati3ing*

verbs: *braying and willyng, 3af and grauntid, i-3efe, grauntid and with my charter conformed*

adjectives: *ffre and perpetuell, bothe ryale and oper*

adverb: *ffrely and quietly, worshipfully and hooly*

The repetition by coordination or serialization ranges from a two member phrase joined by *and* or *or*, to a series of several elements joined by one of the connectors or simply lined up. The elements in such a coordinate structure, or series, all belong to the same word class and to the same form (same case of noun, same tense of the verb etc.). The tendency towards repetition can be seen in larger structures as well, which tend to consist of two similar elements, e.g.

I adam porter *for me and my heres haue I-pli3ght my throwth* and with my seele puttying to *haue i-strengththe hit* (Os. Meadows, 52)

The preposed indirect object is a coordinate phrase: *for me and my heres*, and the predicate has also two parts, the verbs being in the past participle (*I-pli3ght, i-strengththe*), followed by direct objects (*throwth, hit*), – in this a coreferential object, the second time replaced by a pronoun.

4.4.4. An important feature of English legal texts after 1066 is the development of a legal terminology, which in the Anglo-Saxon charters was unnecessary, since the specialized part of the text was written in Latin. The new terminology is partly English, but largely French or Latin, e.g.

ʒefen – yifte, graunte, warante – warantiʒing, pledge, witness, heyres, seele etc.

4.5. A more complex type of legal text is the indenture. The layout of the document remains basically constant:

a/ the type of legal text, the parties concerned and the date are stated in the introductory passage; b/ the terms of the contract and the property in question in the main part; c/ and witnesses to the agreement in the conclusion.

4.5.1. The introductory formula in texts from the 15th to the 17th century explicitly states the nature of the legal document they represent, e.g.

This endenture (Cott. Ch. V, 39)

This indenture tripartite (Lincoln Reg.)

This indenture tripartite (Weiss, Zag.)

the parties involved:

bitwen Richard Neville Eorl of Norrevouk ... en that one p̄tie 7 Robert Perot en that other ... (Cott. Ch. V, 39)

In more careful (or later) texts the date of the issue is mentioned first:

made the day of marche the furst yere of the Reigne of Kyng Henry the cijth (Lincoln Reg.)

made: the Seconde day of November in the yere of our Lord God one thousand six hundred forty nine (Weiss Zag.)

It is to be noted here that in the earlier documents years were counted, in the medieval fashion, by the year of the rule of the contemporary king. The practice is found in the 17th century as well, along with the counting used today, which, however, follows another medieval tradition, i.e. “anno domini ihesu cristi” or “the year of our Lord”.

Arabic numbers occur only in the latest 17th century text (Weiss, Zag.) which also has the number spelled out in words.

The development of the art of document writing towards a standardized form, which is likely to have been influenced by printing, is very conspicuous in the latest document. One feature of this text is a pretty consistent use of graphic devices for delimitation and foregrounding.

After the elaborate initial with which the document's text is embellished as a whole, other important passages of the text are introduced by entire words written in capital letters. Thus the first words of the text, THIS INDENTURE are foregrounded, and then the statement about the parties of the contract, i. e.

BETWEENE William Clent of the City of Glouċ gen̄ and Bridgett his wife Thomas Price thelder of the city of Glouċ aforesaid Inholder Thomas Price theyounḡ gen̄ sonne of the said Thomas Price thelder Thomas Hodges of Witcombe magna in the county of the City of Glouċ Inholder William Russel and William Peirson of the said city of Glouċ gen̄ of the first p̄te Henry Guyse of the City of Glouċ aforesaid gen̄ of the second p̄te And John Manly & Joseph Goodman of the same City gen̄ of the third p̄te

There are two other such conspicuous words in the main body of the text, i.e. WITNESSETH, after which the description of the contract is given, and FFIRST, which

is followed by some important terms of the contract. The concluding passage is introduced in a similar way by the phrase *IN WITNES* written in capital letters.

It is interesting to note that in the Weiss Zag. MS the space for the date has been left free, probably to enable exact dating after the text of the document has been written out. The date is inserted by a different (or same but cursive) hand. This fact may indicate that the text was carefully prepared and written before the witnesses were called in to confirm it by their signatures. The excellent graphic form of the document suggests that such was probably the case.

4.5.2. The main body of the text continues immediately after the introductory passage, being delimited from it only by the visually conspicuous word *WITNESSETH*. This is followed by the conjunction *that* introducing an object clause which runs over 9 lines of the text and contains detailed reference to the parties, the transaction, the property involved and the reasons for such a contract.

Grammatically speaking, the entire introductory passage is a long and complex subject, the predicate verb is graphically foregrounded, and the main body of the document is the object to this predicate. This subordinate clause is an extremely complex structure since it contains several subordinate clauses in descending hierarchical order. There are only three types of subordinate clauses entering these structures. i.e. beside object clauses, there are conditional and relative clauses.

The entire text concerned with the terms of the contract is 37 lines long and is composed of two sentences, the second of which is introduced by the connector *AND* in capital letters. Both sentences are made of a network of subordinate clauses, which in turn are composed of series of abridged clauses in nominal or adverbial function, and series of various prepositional phrases. Members of the series are connected with *and*, which is given different prominence in writing, according to the coherence of the structures joined. Closely cohering structures, like pairs of synonyms or near synonyms are joined by the ampersand &, larger and looser units by *And* (only the first letter is a capital one). There are also occasional paratactical clauses within the main structure, the typical connector being the additive *then*. The subordinate clauses can also be placed in the same relationship and coordinated with *and*. A typical stretch of text is the following:

...*And if* it shall happen that the said Thomas Clent shall deþt this liefe without issue of his body lawfully begotten before thend or determinaçon of the said terme of fowerscore yeares *and that* the said William Clent & Bridgett shall have any other Child betweene them lawfully begotten *then* they shall þmitt & suffer such other child *as* the said William Clent & Bridgett shall have betweene them *as* aforesaid to have receave & take all the rente issues & profitte...

This text also uses parenthetical clauses to introduce specification, *that is to say*, and conditional clauses to delimit the previous statement, e.g. *if the said William Clent shall so longe liue*.

4.5.3. As in earlier texts, the repertoire of sentence and clause structure is typical. Besides paratactic ordering, the same three typical subordinate structures occur, object clauses, conditional clauses and relative clauses (see 4.4.3.). A comment on the conditional and relative clause structure is, however, in order.

Conditional clauses as a rule have the meaning of "preparation for a possible contingency" (Jespersen, 1956: V, 367):

if the said William Clent *shall so long live* (line 30)

or even more explicitly:

And if it shall happen that the said Thomas Clent shall *de.þt* this liefe... (1. 40–41)

The tense of the if-clause is characteristic, reflecting the origins of the verb *shall*, meaning fatal obligation, destiny, absolute necessity, as reflected in the prophetic use of the verb. On the other hand, it may also reflect the traditional translation practice from Latin, when it was used as an equivalent of the Latin future tense. As a matter of fact, both factors necessarily must occur in legal texts, since both the idea of “future obligation”, and a Latin model are typically associated with this genre.

The future tense with *shall* is not only used in conditional clauses, both in the main clause and in the subordinate, but it is the only future tense form that is used in the text in general. Thus:

And if it shall happen then they shall permit (1, 40–41)
they shall *þmit* & suffer the same Bridgett Clent to receive and take all the singuler ... rente (1. 33–34)

There are two types of relative clauses in Weiss Zag. restrictive and non-restrictive relative clauses. Either of the two types occurs only in one specific form.

Restrictive relative clauses serve to specify antecedent nouns, which are referred to by the relative *as*.⁵ To make the reference as clear as possible *as* correlates with *such*, a modifier of the antecedent noun, e.g.

to *such* intentē & purposes *as* are hereafter ... mencōned (1.32)

Non-restrictive relative clauses are used to recapitulate an antecedent which is either very complex or separated from the predicate by a long stretch of text. The relative link, therefore, always appears with a noun which either repeats the antecedent, or gives a synonym for it. A superposed concept is often used to recapitulate a composite antecedent as in the following example:

And of all other landē teneme^{te} meadowes pastures feedingē Comons Comon of pasture woodē Vnderwoodē & fittē comodities emolume^{te} & hereditam^{te} whatsoever to the said Capitall mesuage tenem^t or farne belonginge or in any wise ap̄teyninge or reputed taken or knowen or to or wif the same used occupied or enoyed as þte þcell or member thereof wif all & singuler the ap̄teñnce *All wch þmīs* “all which premisses” are situate ... (1. 20–22)

The relative used in such constructions is always *which*.

The above example contains also an “indefinite relative pronoun” *whatsoever*, meaning “all that”, which does not introduce a proper relative clause. It is at the head of a string of coordinate structures with participles, e.g. *belonginge or ... ap̄teyninge, used occupied or enoyed*, etc. which are completed by prepositional phrase complements, such as *to the said Capitall mesuage tenem^t or farne belonginge*, and *to or wif the same used ...* respectively. This quasi relative clause peters out to be resumed with a new relative construction: *All which premisses*, this time concluding with a finite verbal form: *are situate lyngē & beinge in the þmīs of Chetwor̄t...*

5. The discussion on the nature of the relative pronouns/conjunctions *that* and *as* from Jaspersen to van der Auwera (1985) seems to point to a category with both pronominal and conjunctive properties.

4.5.4. The highly involved structure of sentences and clauses aims at tight coherence on the one hand, for which reason complex subordination is employed. On the other hand it endeavours to be absolutely unequivocal using extensive repetition to ensure understanding. These two strategies produce very long and very complex structures, effecting, at least for a lay reader, precisely the reverse.

The strategy of repetition under which serialization and coordination could be subsumed, extends to all word classes and structures. The requirement is that the words or structures be synonymous, near synonymous, or in some kind of semantic and/or grammatical relationship.

Simple coordination of two elements can involve nouns, *speciall direccon & appointm^t*, verbs in the participial form, *belonginge or appteyninge, called or knowen*, in the same tense *doth & doe*, or the same verb in different tenses, *be & shalbe*, other word classes such as pronouns *all & every*, or prepositions *to or with* etc.

Serialization follows the same principles, in that a number of similar elements are named one after another, the last two being connected by *&* or *or*: *all howses edifices barnes stables buildingē Courtyardē gardens & orcharede ...*, *all the rente issues & profit, for the Confirmacon strengtheninge and makinge good of the said Indenture, all wch pmiss^s are situate lyngē & beinge*

The repetition of entire phrases and stretches of text is carried through several times in the main part of the document.

4.5.5. The other disambiguating device typical of legal texts is the anaphoric-deictic complex (see 4.4.3.) meant to ensure unambiguous reference. Its characteristic is the combination of deictic elements derived from various word classes in combination with a resumptive substantive. The following examples demonstrate the most typical phrases:

he the said William Clent
such other child
the saide Thomas Price
the mesuage ... hereafter menconed (cataphoric)
the said p^ties first above named

Reference by means of personal pronouns or other simple pronominalization is rare in comparison with the regular repetition of all the personal names and titles, and objects or actions stated in the document.

4.5.6. **The codeswitching in the Weiss Zag.** MS consists of one French legal formula interpolated in the English text without any visual or linguistic boundaries. So it is more correct to say that it is integrated in the English text. It occurs in the second object clause and it defines a term of payment:

one fine sur Conusance de droit come ceo que il ad de lour done shalbe duly levyed (1. 14)

4.5.7. The legal terminology of this text is another source of repetitive constructions, which are used as means of interpreting unfamiliar French words, e.g.

the confirmacon & makinge good & firme
mayntenance & lyvelyhood
belongynge or appteyninge
etc.

In the 17th century this practice must have been already producing clichés, since the entirely French text in the paragraph above does not get such a treatment.

5. In conclusion I should like to suggest the constants and the basic changes that occurred in the style of legal documents between the Anglo-Saxon and the Elizabethan periods. While the graphic structure as well as the layout of the subject matter treated remained basically constant, the style of the main part of the text, where the transaction is being treated, has become increasingly ritualized. This is evident in the relatively small repertoire of structures which are endlessly repeated in paratactic and hypotactic order, creating a text which uninitiated readers must have found difficult to follow. This largely formulaic style has died hard over centuries and still seems to characterize similar legal texts. Long sentences with serialized and coordinated structures are found in the following introductory passage to a modern contract:

The Purchaser agrees to purchase and IBM World Trade Europe/Middle East/Africa Corporation IBM by its signature of this Agreement agrees to sell, in accordance with the following terms and conditions and subject to any government authorizations, licenses and permits which may be required, the machines listed in the Schedule attached to the applicable Supplements. (Agreement for Purchase of IBM Machines)

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PROMJENA I KONTINUITET U JEDNOJ VRSTI TEKSTA

Na primjeru ranih engleskih povelja i ugovora analizira se stil pravnih tekstova od anglosaksonskih do elizabetinskih. Promatra se njihova funkcija u odnosu na sadržaj, izraz i grafički lik.