

Power and Hegemony in Legal-Diplomatic Discourse: A Genre Critical Discourse Analysis of UN Documents

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السلطة والهيمنة في النص القانوني الدبلوماسي: تحليل نوعي نقدي للخطاب
لوثائق الأمم المتحدة

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Abstract

This paper investigates how power and hegemony are embedded in legal-diplomatic discourse, particularly in the UN Security Council (UNSC) resolutions and the International Court of Justice (ICJ) decisions on armed conflict and proliferation of weapons. Based on Genre Analysis and CDA, particularly Bhatia's (1993) Move Analysis model and Fowler's (1985) checklist, this paper analyses the move-structure and the syntactic and stylistic features of such documents so as to unveil how selecting certain linguistic patterns and organising information structure in a specific way represent power and hegemony in these texts. It also examines the similarities and differences between the UNSC resolutions and the ICJ decisions. The data chosen are 24 UN documents on armed conflict and the proliferation of nuclear weapons within the period of 2015 to 2017; nine of them are of the ICJ decisions and fifteen are of the UNSC resolutions and they are collected from the United Nations official website (www.un.org/en/documents). The findings show that power and hegemony of the UNSC resolutions and the ICJ decisions are reflected in certain linguistic choices at word, sentence, and textual level, most notably long complex clauses, modal verbs, technical, foreign, and archaic vocabulary, etc. Such tools make such documents appear as only one sentence long, composed of a number of paragraphs separated by comma and semicolon. Additionally, such documents are divided into three moves: identifying the case/resolution; arguing the case, which includes two sub-moves: presenting arguments and deriving ratio decidendi; and pronouncing judgement/declaring the resolution. Finally, it is observed that the UNSC resolutions and the ICJ decisions have great similarities regarding the move analysis and the linguistic features with some little differences.

Keywords: Power, Hegemony, Legal-diplomatic discourse, UNSC, ICJ, Armed Conflict, Proliferation of Weapons, Genre Analysis, CDA

1. Introduction

Within the scope of globalisation, the whole world has become a small city of which diversity is an integral part. Thanks to law, different groups can coexist peacefully and exchange their viewpoints without considering any group as a "dirt or disease, a threat to [another] group-identity tent that must be expunged so that [they] might be clean" (Catherwood, 2002, p. 5). This is due to the fact that law is a set of rules that

govern people's behaviour and resolve conflicts through protecting people's rights and deterring the out-laws. Hence, it prevents conflicts to aggravate since it

make[s] the aberrant individual to feel that he has been right sanctioned by the power, for the loser in a dispute to accept the justness of his defeat in litigation and for the parties to rest content with a negotiated compromise. (Phillips, 2003, p.30)

Such diversity and application of law can be obviously shown in the United Nations Organisation, where, under its Charter and the international law and through its executive power, the Security Council (UNSC) and its judicial power, the International Court of Justice (ICJ), different States meet together to discuss some issues, such as climate change, armed conflict, terrorism, etc. and ways to resolve conflicts among states and address any aggression or violation to the international security and peace. Accordingly, the language used in such legal-diplomatic discourse plays a vital role in making it formal, authoritative, and impartial. Moreover, although it is characterised by "clarity and unambiguity and all-inclusiveness", it "promote[s] solidarity between members of the specialist community, and to keep non-specialists at a respectable distance" (Bhatia, 1993, p.188).

Consequently, this paper aims to explore the following:

1. What is the move structure of the UNSC resolutions and the ICJ decisions?
2. What are the stylistic and syntactic features that characterise the legal-diplomatic discourse genre generally and the UNSC resolutions and the ICJ decisions in particular?
3. How do the stylistic and syntactic features used in the UNSC resolutions and the ICJ decisions reflect power and hegemony of such discourse genre?
4. What are the similarities and differences between the UNSC resolutions and the ICJ decisions concerning the move structure and the stylistic and syntactic features?

To that end, this paper combines Genre Analysis and Critical Discourse Analysis (CDA). As for Genre Analysis, it is Bhatia's (1993) model that shows the move-structure of the UNSC resolutions and the ICJ decisions and their communicative purposes. Regarding CDA, this paper utilises Fowler's (1985) checklist, which embraces lexical processes, transitivity, syntax, modality, and speech acts, in order to explore how power and hegemony are reflected in the language of the UNSC resolutions and the ICJ decisions.

2. Literature Review

2.1. Genre Analysis

Genre as a word generally means type. Linguistically, genre is a tool of communication used by scholars and scientists in conformity with their "discipline's norms, values and ideology" (Trosborg, 2000, p.vii). Additionally, Widdowson (2007) views genres as text types "that are recognizable to readers and writers, and that meet the needs of rhetorical situation in which they function" (p.5).

Based on the above, Genre analysis is an approach to Discourse analysis that not only investigates the linguistic features of a discourse, but also delves into the text to show how and why such discourse is used in that way (Bhatia, 1993, p.39; Douglas,

Connor, & Upton, 2007, p.9; Thompson, 2014, p.39). Moreover, Swales (1990) and Bhatia (1993) demonstrate that genre has main aspects, which are the discourse community, communicative purpose, and conventionalised features. To put it differently, both believe that each genre has its conventionalised patterns reflected in not only the specific lexico-grammatical features, but also in the form and structure of the text, which is common among its discourse community members to achieve the communicative purpose since any change in the communicative purpose brings about different genre.

Nevertheless, unlike Swales (1990), Bhatia (1993) shows that such conventions of a genre can be manipulated when the writer, within the scope of social context and for an effective product, resorts to “non-discriminative strategies”, which “tend to vary the nature of the genre significantly, often introducing new or additional considerations in the communicative purpose of the text” (p.61). To exemplify, although some genres, such as contracts, reports, etc. can be found conventionalised, others, most notably advertisements, can change in accord with the change of society.

2.1.1. Move Analysis

Although texts are generally seen as a series of words and sentences, organising a text in a specific way plays a vital role in recognising and defining genres; hence it helps understand the communicative purpose. For that reason, Move analysis is an important aspect of Genre Analysis since it deals with a text as a sequence of moves, i.e. “unit[s] that relate both to the writer’s purpose and to the content that s/he wishes to communicate”, and steps “that provide a detailed perspective on the options open to the writer in setting out the moves” (Dudley-Evans & St John, 1998, p.89). According to Bhatia (1993), there are two types of move-structure: linear or interactive. In the linear move-structure, each move ends before the starting of the following one, whereas in the interactive, each move has different strategy to achieve a certain communicative purpose.

2.2. Critical Discourse Analysis (CDA)

Like Genre Analysis, CDA is an approach to Discourse analysis that goes beyond the surface-structure of a text, with the aim not only to identify a text, but also to reflect the ideology behind each linguistic pattern in a text. In other words, CDA is a multidisciplinary approach that stems from the Critical Linguistics to embrace several fields to explore the socio-political issues, such as power relations, ideology, gender, ethnicity, etc. implied in the use of language. It traces how language, for being a social practice, can be used as “an instrument for consolidating and manipulating concepts and relationships in the area of power and control” (Fowler, 1985, p.61), making the “discourse ... shaped and constrained by social structures” (Fairclough, 1992, p.64), and hence it contributes to ranking people, controlling their minds and exerting power on them.

Such concept of power can be obviously shown in a dialogue, where one, usually the powerful, controls the argument, whereas, the other, the powerless, attempts to challenge such control. Moreover, ideology can be revealed in discourse through framing and presenting such varieties of language positively or negatively based on conventions, social stereotypes, gender inequality, hegemony, etc. Accordingly, CDA is not restricted to employing Halliday’s (1978, 1985) systemic grammar; rather, it

goes further to applying Fairclough's (1992) three dimensions and van Dijk's (1988) socio-cognitive notion, Fowler's (1985) checklist, etc. on different discourses.

2.3. Power and Hegemony

Power is generally known as the capacity of some people to direct others' behaviours and actions. According to van Dijk (1993), power entails two groups: powerful and powerless, where the former is entitled to "limit the freedom of action of others [i.e. the latter], but also influence their minds (p.254)". Moreover, Fairclough (1989) illustrates that power can be exercised physically or ideologically; while the former can be seen in the use of force, the latter appear in hegemony, the soft power. To put it differently, hegemony arises from the institutions that give individuals the right to influence others. Such powerful group is deemed, as Gramsci (1971) states, the intellectuals, who are the 'organizers' of consent and persuasion; namely, they exercise power over others without violence. This is manifest in different relationships, such as employer-employee, parent-children, teacher-student, etc., where the legitimate power of one group professionals enables them to punish, reward, promote, demote, etc. the others.

Such power and hegemony are not confined to relationships; rather, they appear in discourse, making "the way people interpret features of texts depend upon which social- more specifically discursal- conventions they are assuming to hold" (Fairclough, 1989, p.19). This is apparent in characterising the professional discourse community with certain features, such as specialised terms, complexity, formality, etc., serving as "badges of identity" (Fowler, 1985, p.67) and typifying their discourse as "authoritative, trustworthy, or credible sources" (van Dijk, 2001, p.357). This can be illustrated in legal-diplomatic discourse, whose particular features make its interpretation constraint to only its discourse community members and hence the general public can neither contest nor challenge.

2.4. UN and Legal-diplomatic Discourse

After the end of World War II, the whole world sought peace and security. Accordingly, the United Nations Organisation, with its six main organs: the General Assembly, the Economic and Social Council, the Trusteeship, the Secretariat, the Security Council (UNSC) and the International Court of Justice (ICJ), was established to maintain inter-state stability and cooperation and to deter any violation of rules under the rule of law. Such legitimacy of the UN to discuss and take actions towards some issues, such as women empowerment, terrorism, armed conflict, proliferation of weapons, etc. arises from its Charter that is considered as a formal contract between the UN and its members, or, as Droubi (2014) views,

a constitution for UN Members and organs, and that it may function as a rudimentary constitution of the international community, inter alia, by proscribing the use of force and affirming principles from which fundamental rights of States and individuals arise, and attributing certain powers to UN organs (p.28)

Such Charter makes the UNSC the executive power of the UN and the ICJ its judicial arm. This is due to the fact that, to restore the international peace and security, the former can take different actions, including the imposition of economic sanctions,

severance of diplomatic relations, etc., while the latter settles the disputes erupted among states in accordance to the international law.

Based on the above, the language the UN uses must be formal, specific, and authoritative so as to reflect its decisiveness in imposing obligations and granting rights. Such language that “influences how ideas are put into practice and used to regulate the conduct of others” (Mayr, 2008, p.8) is seen in the legal-diplomatic discourse, which is characterised by distinctive features, such as long complex sentences, specific vocabulary, and archaic and formal language. Such uniqueness plays a vital role in making it as a “badge” that identifies them as the elite who can direct and exercise power over those who are not as specialists as them.

2.5. Previous studies

Legal discourse has become a core of attention for many linguists; however, most of the studies examine legal discourse stylistically, especially in the field of translation. For example, Alla (2015) linguistically analyses the features of legal discourse focusing on style, register, syntax, terminology, etc. Besides, the study employs functional equivalence on the international treaty “Convention on Cluster Munitions (CCM)” translated from English into Albanian to show “the peculiarities of legal translation” and the difficulties faced when translating legal text. It concludes that the use of modality especially the verb “shall” represents obligation. Moreover, about 25 sentences of the text begin with “Each State Party” which implies that each state party ratified the convention has the responsibility to achieve what is needed. Additionally, it is noticed that the translator of a legal text must “consider three aspects of the legal text he/she is translating: the semantic meaning of the text, the pragmatic meaning and the whole background of the creating of the text such as the context and the extra-linguistic background” (p.53)

Similarly, Fakhouri (2008) discusses the legal discourse through investigating the importance of “the pragmatic and functional considerations ... in legal translation” (p. xii). Consequently, she looks at three “authentic contracts” translated from English into Arabic: “a Real-Estate Sales Contract, a Lease Contract and an Employment Contract” (p. xii). The study reveals that although the literal translation of technical terminology is suitable in legal text, the semi-technical ones are context-dependent, making the translator exert effort to convey the real message of the term. Moreover, simplification in translating doublets and triplets is needed. She concludes that profound understanding and knowledge of legal texts is important, “especially when, for contextual reasons, the contractual force of these texts is being neutralized” (p.120)

In addition, Lisina (2013) performs a stylistic analysis through comparing between the Norwegian and English legal language. The study explores if there is any pattern in stylistic non-correspondence in the Norwegian and English versions of the same text and how they can be identified. Thus, the data used in this study is 6 legal documents: 3 original and 3 translated ones. It is observed that complex propositions are frequently used in both languages. Besides, no correspondence is found in translation concerning the Norwegian English verb pairs. Finally, the study recommends that, in translation, creativity should be used to make any legal text “comprehensible” for the layman.

3. Methodology

3.1. Data and Data collection

The data chosen for this paper are 24 UN English documents of the UNSC resolutions and the ICJ decisions on armed conflict and the proliferation of nuclear weapons within the period of 2015 to 2017. Nine of them are of ICJ's decisions and fifteen of the UNSC. The whole data is collected from the United Nations official website (www.un.org/en/documents).

3.2. Procedures of the study

Aiming at revealing the features of the legal-diplomatic discourse, particularly the UNSC's resolutions and the ICJ's decisions on the armed conflict and the proliferation of weapons, we collect the data from the UN official website (www.un.org/en/documents). Then we closely read the resolutions and the decisions to identify the syntactic features as well as their move structure.

After categorising each feature and listing the moves, we make a comparison between the UNSC's resolutions and the ICJ's decisions. Finally, we demonstrate the power reflected in the data through employing Fowler's checklist.

3.3. Methods and Approaches

3.3.1. Bhatia's (1993) move-analysis model

With regards to Genre Analysis, Bhatia's (1993) model shows that there are four-move pattern with sub-moves in legal cases as follows:

1. Identifying the case
2. Establishing facts of the case
3. Arguing the case
 - (a) Stating history of the case
 - (b) Presenting arguments
 - (c) Deriving ratio decidendi [i.e. rule of law]
4. Pronouncing judgment (Bhatia, 1993, p.243)

To explain, the first Move, "Identifying the case", serves as an introduction, beginning with the case, the title of the court in which the case is tried, the two parties to dispute, and the year of the decision. Concerning the second Move "Establishing facts of the case", it gives an overview of the facts of the case so as to make the reader familiar with the case. Henceforth, they can move on to the following one, "Arguing the case", which is considered as the most complex one out of its three sub-moves. It begins with the first sub-move by giving history of the case, which is particularly important in appeal court to make the reader comprehend the reasons for the judgement delivered. Then, it is followed by the second sub-move "presenting arguments", i.e. arguing by presenting the previous judgements delivered on the case so as to pave the way for the following sub-move "deriving ratio decidendi", where the legal position is taken by the judge to serve as an evidence for the decision. Finally, the fourth Move "Pronouncing judgement" appears in a brief and standardised form since it includes only the judgement pronounced according to the previous moves.

3.3.2.Fowler’s (1985) Checklist

As for the CDA, Fowler’s (1985) linguistic checklist presents a comprehensive study of discourse to reveal how far the use of language reflect social and power relations as the following shows:

3.3.2.1. Lexical processes

Vocabulary features its users, whether they are of professional groups, middle class, working class, etc. Moreover, the choice of lexis plays a significant role in unveiling the ideology of its user. That is, words can be simple or complex, native or loan, etc. Additionally, in communication, “underlexicalisation” and “overlexicalisation” can mirror the speaker’s background knowledge since the former is the lack of adequate set of words to express specific concepts. On the other hand, the latter is the use of many words for a single entity or concept, which can be found in “technical jargons”, such as legalese, where archaisms and foreign words are common in order for the formality of the document, as well as “technical terminology or special vocabulary of the law” (Crystal & Davy, 1969, p.210).

3.3.2.2. Transitivity

In addition to lexis, people are categorised in transitivity system as participants within a process that can be material, mental, verbal, behavioural, relational, or existential according to the verb used and can be qualified by a circumstance. To put it differently, apart from the traditional SV, SVO, or SVC clause, Halliday (2004) shows that a clause represents an experience described by a type of process, viz. the verbal group, which is sometimes combined with a circumstance, i.e. adverbial group, and participants, i.e. nominal group, whose roles vary according to the process in which they take part. Consequently, in the material process, there are two participants: Actor and Goal, whereas in mental process there are Senser and Phenomenon, and in verbal process, there are Sayer and Receiver; in the relational process, there are Carrier and Attribute or Token and Value. On the other hand, the behavioural process has only one participant, i.e. Behaver, in similarity with the existential process that has Existent.

Such concept of different roles of participants contributes to showing not only “who does what to whom, and how” (Machin & Mayr, 2012, p.104), but also the way the producer of a text views the reality of the world through the choices he makes. In other words, relying on the verb chosen, the participants can be represented as thinkers, doers, speakers, etc. or they can be omitted in passive sentences, nominalisation, or the existential process, where the event appears as a fact.

3.3.2.3. Syntax

Studying the syntactic features of any discourse helps reflect the ideology of producing such discourse in such way. This includes deletion, sequencing, and complexity.

Deletion can be found in nominalisation and passivisation. The function of nominalisation is the omission of the agent, either through using intransitive verb or shifting the verb into noun; “thus making mysterious the participants, obligations, and

responsibilities spoken of by the discourse” (Fowler, 1985, p.72). Similarly, the use of passive aims at foregrounding the action instead of its doer.

Sequencing is another feature that is employed to represent how different ordering of sentences is significant in showing not only the backgrounding or the omission, of the agent, but also the complexity of a sentence. This can be exemplified by legal discourse where the producer places “all sequences into the form of very complex sentences capable of standing alone” (Crystal & Davy, 1969, p.201)

Not only is the syntactic complexity restricted to the measure of “words per sentence”, but it can be illustrated by the use of subordinate clauses that produce complex “logical relationships among the clauses”, coordination such as the use of “and” to “sequence ... separate propositions all of the same kind” (Fowler, 1985, p.72), and modifiers.

3.3.2.4. Modality

Modality is used to express probability, obligations, permissions, predictability, etc. It “refers to the area of meaning that lies between yes and no — the intermediate ground between positive and negative polarity” (Halliday, 2004, p.618). Accordingly, Halliday (2004) illustrates that it is a part of the interpersonal function of language, where the speaker expresses either modalisation or modulation with varying degrees based on whether the exchange is on asking for or giving information or goods and services. In other words, in the case of modalisation, the speaker asserts the truth or falsity of information by expressing usuality, such as usually, often, rarely, etc., or probability, such as may, might, probably, possibly, etc. Conversely, in the case of modulation, the speaker shows his authority to command and ability to offer through expressing degrees of obligation, such as “should”, “must”, “have to”, etc., or degrees of inclination, such as “can”, “will”, “be able to”, etc.

Similarly, Palmer (1990) demonstrates that modals can be used as epistemic, deontic, or dynamic. That is, through epistemic modals, the speaker uses “may” or “must” to reflect certainty about an event. On the other hand, “may” and “must” as deontic modals can act as performatives, where the speaker’s authority helps control actions and events through permitting, obliging, promising, or threatening others (Palmer, 1990, p.10). This can be exemplified by legal-diplomatic discourse, where the use of “shall” expresses imposition and obligations to which the following felicity condition of command can apply.

Propositional content	future act A of hearer H
Preparatory conditions	(a) He is able to do A. S(peaker) believes H is able to do A (b) It is not obvious to both S and H that H will do A in the normal course of events of his own accord (c) S is in a position of authority over H
Sincerity condition	S wants H to do A
Essential condition	counts as an attempt to get H to do A in virtue of the authority of S over H. (Kurzon, 1986, p.8)

On the other hand, “may” expresses permission. According to Kurzon (1986), “shall” and “may” “belong to Austin’s class of exercitive performative verb, although in this case they are implicit performatives” (p.16). Finally, dynamic modals are shown in “can” and “will” to reflect a neutral opinion expressing necessity and showing one’s ability to do something.

3.3.2.5. Speech acts

Austin (1962) believes that people use language not only to communicate, but also to get things done. Proost (2007) also demonstrates that speech act verbs work as lexicalisation “of speaker attitudes, including a speaker intention and a speaker’s propositional attitude, i.e. the attitude of a speaker towards the proposition of his/her utterance” (p.8). Moreover, Searle (1989) emphasises that there is a criteria of performatives, which are as follows

- a) performances of the act named by the main verb
- b) self-guaranteeing
- c) characteristically take “hereby”
- d) not indirect speech acts
- e) in virtue of their literal meaning are statements with truth values (p.539)

From the above, performatives can be considered an utterance that brings about an act, such as naming a ship, acquit a guilty, etc. However, the felicity of performatives relies on the context and the speaker, such as “a judge in a court of law” (Thomas, 1995, p.37). Such concept shows that the power and authority of language user enable them to use directives, like commands.

4. Analysis and Discussion

The analysis of this study begins with analysing move-structure of the UNSC resolution then employing CDA. Then, the same is applied to the ICJ decisions.

4.1. The Security Council (UNSC)

4.1.1. Genre Analysis

4.1.1.1. Communicative Purpose

The UNSC resolutions function as precedents for subsequent resolutions, specifying points of law to direct future actions. Additionally, they are used as authentic documents of the previously adopted ones. Thereupon, they are composed of three moves: Identifying the Resolution, Arguing the case, and Declaring the Resolution.

4.1.1.2. Move Structure

Move 1: Identifying the Resolution

In the UNSC resolutions, the first move is of paramount importance since it includes the resolution number, the Organ, the meeting and the date such resolution is adopted as in the following

Resolution 2222 (2015)

Adopted by the Security Council at its 7450th meeting, on 27 May 2015

(UN SC Resolution 2222, 2015)

Furthermore, stylistically, such move is written in big bold font in comparison to the following moves, denoting the title of a specific resolution.

Move 2: Arguing the case

After identifying the resolution, the argument of the issue is presented in a conventional form, reflecting the recitals. In consequence, it begins with the UN Organ, i.e. “The Security Council” written separately in italics and followed by a comma in order to show that what follows is not the main clause, but a series of arguments and reasons that appear in dependent clauses. That is, this move is a complex one for it functions as a justification for the resolution adopted through presenting arguments so as to derive the rule of law, which supports the resolution. Therefore, such move includes two sub-moves: presenting arguments and deriving the ratio decidendi (rule of law).

a: Presenting arguments

This sub-move is regarded the pivot on which the UN Organ hinges. This is due to the fact that it gives reasons for or against the topic argued. Besides, it gives general information and fact, refers to previously relevant adopted UN resolutions, treaties, and the efforts exerted to solve the issue. Such argument is demonstrated by a series of paragraphs indented, separated by comma, and initialised by established expressions and terminology used in expressing opinion, stance, feelings, etc., such as “having considered”, “noting with concern”, “convinced that”, “bearing in mind”, etc. written in a standardised form. To put it another way, they are italicised and capitalised for emphasis and for representing new paragraph with new idea. Furthermore, they appear in “-ing” forms and “-ed” participles in order to serve as recitals with omitted “whereas”. This can be obviously shown in the following,

<p><i>The Security Council,</i> <i>Recalling</i> its previous relevant resolutions, <i>Reaffirming</i> that ..., <i>Expressing</i> its gravest concern ..., <i>Underlining</i> once again ...,</p>
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(UN SC Resolution 2375, 2017, p.1)

b: Deriving ratio decidendi (rule of law)

After the presentation of arguments, the Council can derive the rule of law on which the decision is based. This is because the ratio decidendi is the legal viewpoint of the case; namely, the legal reasoning that leads to the judgement, making it known as a step to conclusion. This can be clarified by the following,

Acting under Article 41 of Chapter VII of the Charter of the United Nations, (UN SC Resolution 2207, 2015, p.1)

Acting under Chapter VII of the Charter of the United Nations, and taking measures under its Article 41, (UN SC Resolution 2270, 2016, p.2)

Acting under Chapter VII of the Charter of the United Nations, and taking measures under its Article 41 (UN SC resolution 2356, 2017, p.1)

Here, for instance, the principle of law is derived by a reference to the UN Charter, particularly Article 41 of Chapter VII, which is concerned with the actions the UNSC can take to maintain security and peace and stipulates that the Council “may decide what measures not involving the use of armed force are to be employed to give effect to its decisions, and it may call upon the Members of the United Nations to apply such measures” (UN Charter, Ch. VII, Art. 41, p.9).

Move 3: Declaring the Resolution

Despite the importance of Move 2, no resolution can be complete without Move 3. This is due to the fact that the move of declaring the resolution is the main clause of the text. That is, it is the operative part that states the action taken by the UN Organ. Accordingly, it is written in a third person present simple tense and appears with verbs expressing decisions, declarations, etc., such as “decides”, “adopts”, “recommends”, “solemnly declares”, etc.

Not only is such move obligatory, but it is also conventionalised with respect to sequencing and last statement. To put it another way, the decisions are indented so as to signify a beginning of another idea and “display the interrelationship of parts and subparts” (Garner, 2002, p.93). Besides, they are numbered in order to be distinguished from Move 2 and to give a logical sequence. However, in the case of including subparagraphs, they are enumerated by lower-case letters between parentheses, i.e. (a), (b), and so on. Besides, there is a colon after the paragraph presenting them so that the text appears with linear organisation. Moreover, the last statement is formulaic:

- 19. *Decides* to remain actively seized of this matter. (UN SC Resolution 2225, 2015, p.5)
- 24. *Decides* to remain actively seized of this matter. (UN SC Resolution 2331, 2016, p.8)
- 33. *Decides* to remain seized of the matter. (UN SC Resolution 2375, 2017, p.7)

Such statement sheds light on the continuity of the UNSC’s role in maintaining international peace and security. Another key point in the last clause is the full stop put after it. It indicates that the whole resolution is comprised of only one sentence divided into whereas clause and main clause.

4.1.2.CDA

4.1.2.1. Lexis

At the lexical level, the UNSC resolutions is characterised by specific vocabulary, which, as Fowler (1985) describes, is of “formal settings and relationships, with learning and with institutional power” (p.69). To exemplify, the lexical choices are morphologically complex, such as “**denuclearization**” (UNSC Resolution 2321, 2016, p.9), “**pretrial** detention” (UN SC Resolution 2225, 2015, p.4), “**delisting** concerned parties”, (UN SC Resolution 2225, 2015, p.4). Moreover, they are formal to show its users’ advanced level. This can be shown by using “**deployment** of child protection advisers to such missions” (UNSC Resolution 2225, 2016, p.5), instead of distribution, “**procurement**” instead of buying (UNSC Resolution, 2379, 2017, p.2), etc. Additionally, Wodak’s (1989) definition of “jargon” appears in using common words with uncommon meaning. For instance, while the expression “no later than” (UNSC Resolution 2321, 2016; Resolution 2397, 2017; and Resolution 2375, 2017) can be literally understood as a deadline, “without prejudice to” (UNSC Resolution 2222, 2015, p.4), cannot be clear for the layman to mean “to put one at a legal disadvantage; to impair a legal right or a cause of action” (Garner, 2002, p.238) because “prejudice” generally means “bias”. Similarly, the word party, e.g. “between any party and Iran” (UN SC Resolution 2231, 2015, p.4), in legal-diplomatic context, refers to an entity or an individual though commonly denotes a gathering. Furthermore, technicality is reflected in some words such as “troop-contributing countries”, and “preventive action” (UN SC Resolution 2225, 2016, p.5), “proliferation”, “non-proliferation of nuclear weapons” (UN SC Resolution 2325, 2016, p.1), etc.

Not only are the lexis that typify the UNSC resolutions confined to the above, but they are also represented in foreign and archaic words, complex prepositions, couplets and triplets and repetition. In fact, legal-diplomatic discourse is characterised by frequent use of foreign words, most notably Latin and French, so as to give it a touch of prestige and authoritativeness. This is obviously shown in inserting “prima facie”, which means at first sight, in “this State has made out **prima facie** case” (UN SC Resolution 2222, 2015, p.2), “per”, i.e. for each, as in “the aggregate **per** twelve month period” (UN SC Resolution 2397, 2017, p.2), etc. Similarly, archaism is found in reference; that is, rather than saying in a following part in “this” document, “hereafter” is used as in “... pursuant to resolution 1540 (2004), **hereafter** the 1540 Committee” (UN SC Resolution 2325, 106, p.1). Such archaism contributes to showing solidarity among the discourse community, while keeping distance from the general public. Furthermore, complex prepositions play a vital role in maintaining such solidarity since the layman uses simple prepositions. For example, while the UN discourse community uses “with the assistance of” (UN SC Resolution 2322, 2016), “for the purpose of” (UN SC Resolution 2270, 2016) and the like, the layman uses “through”, “for”, etc. Likewise, couplets and triplets are only seen in legal discourse with the aim to give clear and complete concept, e.g. “monitor and control” (UN SC Resolution 2370, 2017), “investigate and prosecute” (UN SC Resolution 2331, 2016), “violations and abuses” (UN SC Resolution 2222, 2015), etc. Finally, it is revealed that words are repeated rather than using demonstratives to leave no room for ambiguity.

4.1.2.2. Transitivity

Moreover, from the transitivity viewpoint, the verbs of the main clause of the resolutions represent mental processes, realised in verbs such as “*Regrets*”, “*Decides*”, “*Deplores*”, “*Recalls*”, “*Recognizes*”, etc., or verbal processes, realised in verbs such as “*Condemns*”, “*clarifies*”, “*Affirms*”, “*Reiterates*”, etc. Accordingly, representing an experience as mental and verbal processes implies authority and control. This can be illustrated in Plato’s (2000) categorisation of society, where only logical and spiritual groups, i.e. leaders and soldiers, can direct and protect people for their reliance on cognition and emotion. On the other hand, physical actions can be done anyone with no need for cognitive skills. In consequence, the UNSC, for having a legitimate institutional power, is represented as Sayer or Senser, who acts according to logical facts and evidence. Thereupon, it can impose sanctions upon states, object an action, call for taking measures, etc. This can be exemplified by the following, where the UNSC is represented as Sayer criticising an action, viz. “the nuclear test”, done by the DPRK, that jeopardises the international peace and security.

The Security Council	<i>Condemns</i>	in the strongest terms	the nuclear test	conducted	by the DPRK
			Goal	Process: material (passive)	Actor
Sayer	Process: verbal	Circumstance	Target		

(UN SC Resolution 2397, 2017, p.2)

4.1.2.3. Syntax

Syntactically, the resolution starts, like any declarative sentence, with the main agent, “The Security Council”, serving as the theme of the clause. However, what follows is not the action such agent performs; rather, it is a number of dependent clauses realised in paragraphs and separated by comma, making the rheme of the clause delayed by the interruption of another theme.

Such unusual sequence stems from nominalisation, passivisation, and complex sentences, which are considered as an integral part of the legal-diplomatic discourse. To illustrate, in the UNSC resolutions, nominalisation is used to replace a process with an entity, giving generalised agentless clause void of time. For instance, in

Reaffirming that **proliferation** of nuclear, chemical and biological weapons, as well as their means of delivery, constitutes a **threat** to international peace and security (UN SC Resolution 2321, 2016, p.1)

“proliferation” acts as an agent that imperils peace and security. However, that proliferation and its threat are proposed as an established fact. This is due to the notion that these weapons date back to the World War II and are still used nowadays. Thus, whether such threatening proliferation refers to that which took place in the past, exists in the present, or is planned for the future is blurred.

Similarly, passivisation plays a vital role in omitting the agent as well as changing the sequence of the information structure. For example, in

24. *Reiterates* its deep concern at the grave hardship that the people in the DPRK **are subjected to**, (UN SC Resolution 2375, 2017, p.6)

the use of passive verb highlights “the grave hardship” rather than the cause of the event. This agent-deletion not only foregrounds the affected entity, but also changes SVO sequence as it makes those who experience, or, to put it more accurately, are done-to, this “hardship” realised in a relative clause.

Not only do passivisation and nominalisation delete the doer of the action, but they also contribute to turning a sentence into a complex one. To exemplify, the use of passive in the following example makes the participle, “imposed”, “approved”, and established”, serve as post-modifier for the noun. Additionally, it helps specify the “transfers and activities” in a list of three coordinate clauses rather than presents each as a separate information unit

Article 41 of the Charter of the United Nations, also that the measures **imposed** in resolutions 1696 (2006), 1737 (2006), 1747 (2007), 1803 (2008), 1835 (2008), **and** 1929 (2010) shall not apply to the extent necessary to carry out **transfers and activities**, as **approved** on a case-by-case basis in advance by the Committee **established** pursuant to resolution 1737 (2006), that are:

- (a) directly **related** to implementation of the nuclear-related actions **specified** in paragraphs 15.1-15.11 of Annex V of the JCPOA;
- (b) **required** for preparation for the implementation of the JCPOA; **or**,
- (c) **determined** by the Committee to be consistent with the objectives of this resolution; (UN SC Resolution 2231, 2016)

Likewise, in the following example,

Noting with grave concern the increasing and frequent global use of improvised explosive devices (IED's) in terrorist attacks, (UN SC Resolution 2370, 2017, p.2)

The noun “use” helps clustering adjectives to act as pre-modifiers, specifying it as “increasing and frequent global”. Such qualifications cannot take place with verbal groups owing to the fact that verbs are modified by adverbs, “which are less numerous than adjectives” (Williams, 2007, p.38).

In addition to the above, complexity is manifest in the use of coordination and subordination as in the following

11. Recalls its decision that Member States, in order to prevent ISIL (also known as Da'esh), Al-Qaida, and associated individuals, groups, undertakings, and entities from obtaining, handling, storing, using or seeking access to all types of explosives, whether military, civilian or improvised explosives, as well as to raw materials and components that can be used to manufacture IEDs or unconventional weapons, including (but not limited to) chemical components, detonators, detonating cord, or poisons, shall undertake appropriate measures to promote the exercise of enhanced vigilance by ... (UN SC Resolution 2370, 2017, p.4)

That is, it is one of the subordinate clauses that intervene between the theme of the clause, the Subject, “Member States”, and its rheme, the main verb, “shall undertake”. Such sixty-six-word dependent clause embraces coordinating clauses joined by “and” and “or” and subordinate clause, i.e. “including (but not limited to)...”. This combination of coordination and subordination not only stretches the clause, but also makes it intricate for the layman to understand.

4.1.2.4. Modality

Furthermore, in the UNSC resolutions, “shall” and “may” are frequently used to reflect powerful-powerless relationship. That is, since “shall” is a deontic modal with “combined connotations of obligation, futurity and depersonalization” (Williams, 2007, p.116), it has become the “regular formulaic form in regulations” (Palmer, 1990, p.74), acting as a performative of obligation. To illustrate, in

1. *Reaffirms its decision that the DPRK shall abandon all other existing weapons of mass destruction and ballistic missile programs in a complete, verifiable and irreversible manner; (UN SC Resolution 2270, 2016)*

Here, “shall” projects the UNSC’s authority over the DPRK, acting as a performative of obliging (cf, 3.3.2.4.)

Furthermore, “may” commonly refers to possibility of action; however, it denotes a room of choice given to the addressee. Accordingly, permitting an individual at the time of speaking to perform a future action necessitates the superiority of the speaker over the listener. This can be exemplified by the following

10. Decides that when a Member State has information to suspect that the DPRK is attempting to supply, sell, transfer or procure, directly or indirectly, illicit cargo, that Member State may request additional maritime and shipping information from other relevant Member States, including to determine whether the item, commodity, or product in question originated from the DPRK,... (UN SC Resolution 2397, 2017, p.4)

Here, “may” is a deontic modal that does not impose, but gives such “Member State” the freedom to “request” or not. This is due to the restriction of such permission to a

particular case, that of suspicion. Thereupon, in this example, “hereby” can be inserted, i.e. “may hereby request”, so as to typify the illocutionary force of permission expressed in formally official words.

On the other hand, other modal verbs, such as “will”, “can”, “could”, “should”, etc., despite being used to express possibility, ability, necessity, etc., are not as strong as “shall” and “may”. To illustrate, “should” indicates an obligation and necessity of an action; however, such necessity is neutral as shown in the following

Convinced that the protection of children in armed conflict **should** be an important aspect of any comprehensive strategy to resolve conflict and build peace (UN SC Resolution 2225, 2015, p.1)

To explain, here “should” signifies the importance of the “protection of children in armed conflict” within “any comprehensive strategy”. Nevertheless, this appears as an advice given to the listener to fulfil such duty “to resolve conflict and build peace”. That is, it is not the speaker’s authority that speaks; rather, it is his knowledge and experiences that make him direct the listener to the right path.

Furthermore, “must” is used as an epistemic modal, showing “the only possible conclusion on the basis of the evidence available” (Palmer, 1990, p.57) as the following demonstrates

Reiterating that all action undertaken by United Nations entities within the framework of the monitoring and reporting mechanism **must** be designed to support and supplement, as appropriate, the protection and rehabilitation roles of national Governments, (UN SC Resolution 2225, 2015, p.2)

In other words, here “must” represents the speaker’s certainty based on the fact that the United Nations Organisation tends to make peace prevail. Thereupon, its “entities” work towards “support[-ing] and supplement[-ing]... the protection and rehabilitation roles of national Governments”.

4.1.2.5. Speech acts

Moreover, the verbs used in the operative part of the resolution serve as speech acts that show explicitly a performance of action. This is based on the fact that they appear in present tense, which, according to Williams (2007), “is necessarily used when conveying explicit performatives, to be found abundantly in resolutions” (p.153). Furthermore, they are categorised as “assertives”, such as “*emphasizes*”, “*underscores*”, etc.; “directives”, such as “*calls upon*”, “*directs*”, etc.; “expressives”, such as “*deplores*”, “*regrets*”, etc.; and “declarations”, such as “*endorses*”, “*recognizes*”, etc.

These types of verbs can also take hereby, e.g. The Security Council decides/directs/welcomes, etc. *hereby*.... Additionally, they are used in a specific context by a specific speaker, i.e. in the United Nations Organisation by the Security Council. Thereupon, they entail authority of the producer to make obligation, request, or commitment to perform an action. For instance, using such performatives in the UN resolutions stems from the power with which the UNSC is vested. That is, they are felicitous since, acting on its capacity as the executive of the United Nations, it can declare, decide, threaten, etc. as follows:

The Security Council...*decides* that all Member States shall prohibit the direct or indirect supply, sale or transfer to the DPRK (UN SC Resolution 2397, 2017, p.2)

4.2. The International Court of Justice (ICJ)

4.2.1. Genre Analysis

4.2.1.1. Communicative Purpose

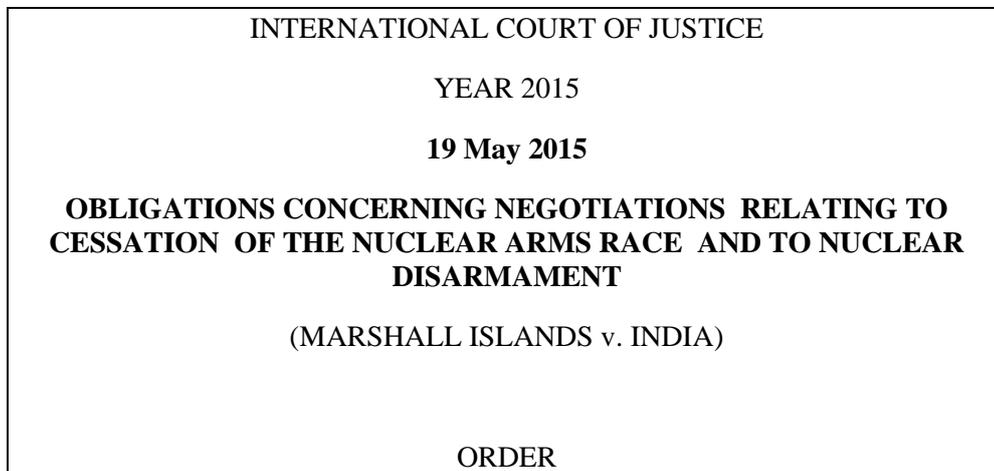
It is undeniable that the ICJ decisions serve as authentic documents used as references for similar cases and as a sample for discussion by legal scholars to get acquainted with the evidence, facts, and reasoning on which the judgement relies. Such communicative purpose influences and is successfully achieved by the conventional move structure.

4.2.1.2. Move Structure

In fact, the ICJ decisions have a standardised organisation that plays a vital role in identifying such genre. In other words, they have three moves “identifying the case”; “arguing the case”, which consists of two sub-moves: “presenting arguments” and “deriving ratio decidendi”; and “pronouncing judgement” (Bhatia, 1993, p.243).

Move 1: Identifying the case

The first move of legal cases resembles a label. That is, it particularises the case so that it can be used as a documentary judicial precedent for the following cases (Bhatia, 1993, p.215). This is because such Move helps lawyers, judges, or scholars to search for and refer to it, trace its developments, etc. as in the following:



(Obligations concerning, Marshall Islands v. India, ICJ, 19 May 2015, p.4)

That is, it appears in large font and is capitalised to serve as a heading of the following moves. Furthermore, it begins with the name of the court, “The International Court of Justice”, in order to specify the court hearing the case. Then, in separate two lines the date of the order is written as “YEAR xxxx” followed by the specified day in numerical, month in letters, and year in numerical. Subsequently, it is the title of the case followed by the two parties to dispute shown by the short form of the preposition versus, “v.” and finally the word “ORDER”. In consequence, it can be clear for the receiver which case is

referred to when arguing another relevant case on the one hand and when being used as a sample of examination and research by a legal learner/professor on the other hand.

Move 2: Arguing the case

As aforementioned, this move is considered the most complex one as it serves as a comprehensive examination of the case, including the reasons, evidence, facts, and legal opinions upon which the judgement grounds. Therefore, such investigation appears as follows

Present: President Abraham; Vice-President Yusuf; Judges Owada, Tomka, Bennouna, Cançado Trindade, Greenwood, Xue, Donoghue, Gaja, Sebutinde, Bhandari, Robinson, Gevorgian; Registrar Couvreur.

The International Court of Justice,

Composed as above,

After deliberation,

(Armed activities, DRC v. Uganda, ICJ, 11 Apr 2016, p.4)

As shown above, in this move, it is necessary to begin with the name of the judge(s) who hear the case to emphasise the formality and sincerity of such discourse. Then, it is followed by formulaic phrases; each is written in separate line followed by a comma: “The International Court of Justice”, “Composed as above”, and “After deliberation”. Such respectively mentioned words underscore that the decision pronounced is objective. However, what follows is not the decision; rather, it is a series of dependent clauses that present arguments and derive ratio decidendi. To put it another way, based on the conventional sequence of legal documents, where reasons precede consequence, or, to put it more accurately, “if X, then Z shall be Y” or, alternatively “if X, then Z shall do Y” (Crystal & Davy, 1969, p.203); this move is the most complex one, showing “if X” clause in two steps: presenting arguments and deriving ratio decidendi.

a: Presenting arguments

In fact, in the organisation of a legal case, it is preferable to present recitals before the judgement in order to justify why such decision is made. Thus, this step is viewed as of paramount importance since it shows the legal issues to derive the rule of law. To exemplify,

Having regard to Article 48 of the Statute of the Court ...,

Having regard to the Order of 10 July 2014, ... ,

Having regard to the Memorial duly...;

(Obligations concerning, Marshal Islands v. Pakistan, ICJ, 9 Jul 2015, p.4)

As noted in the above example, the verb beginning such step is a constrained one that appears in perfect participle, i.e. “having regard”. Such “perfect non-finite -ing form conveys the idea of completion of a situation” (Williams, 2007, p.163). Moreover, such subordinate clauses which are separated in three paragraphs are written with standardised phrases. To clarify, the first paragraph usually refers to an Article of the Statute, particularly 48, while the second and the third paragraphs can refer to an Order, a

previous judgement, Memorial, or a decision and all these references are capitalised for emphasis. Additionally, each paragraph ends with a comma to sequence reasons except the last one which ends with a semicolon to show a beginning of the following sub-move: deriving ratio decidendi.

c: Deriving ratio decidendi

After arguing, a judge can derive the principle of law on which the decision relies and which can be applied in the subsequent cases. For that reason, such move, contrary to the non-finite form in presenting arguments sub-move, begins with “whereas” indented and capitalised so as to act as an introductory word, not to demonstrate adversary, but to mean “considering that” or “taking into consideration that” as in the following example

Whereas, by a Note Verbale dated 2 July 2015 ... ;
Whereas, by a letter dated 8 July 2015 ... ;
Taking account of the views of the Parties...

(Obligations concerning, Marshal Islands v. Pakistan, ICJ, 9 Jul 2015, p.4)

It is also observed that the last phrase is repeated in each case, marking a conclusion of this step and a beginning of a new Move, in which the order is pronounced. Stylistically, this is shown through separating each paragraph in such step by semicolon except such last phrase that is followed by a comma.

Move 4: Pronouncing judgement

Being the last move, it comes as the solution of a long mathematical equation. That is, it is precise and straightforward without any details or explanation. Therefore, it is realised in third person present simple tense since it is the main clause of the text. Additionally, it is observed that the last statement of above Orders is formulaic, “*Reserves* the subsequent procedure for further decision”. Such words are followed by a full stop, denoting the end of the one-sentence text. This can be shown in the following

<i>Extends</i> the time-limit for ... ; and
<i>Reserves</i> the subsequent procedure for further decision.

(Obligations concerning, Marshall Islands v. India, ICJ, 19 May 2015, p.5)

4.2.2.CDA

4.2.2.1. Lexis

Like the UNSC resolutions, the vocabulary used in the ICJ decisions is different from that used by the general public. In other words, they are morphologically complex, e.g. “nuclear **disarmament**” (Obligations concerning, Marshal Islands v. UK, ICJ, 19 Jun 2015, p.4), “the **Co-Agent** of the Democratic Republic of the Congo” (Armed activities, DRC v. Uganda, ICJ, 6 Dec 2016, p.4), etc., where the insertion of a prefix or suffix change not only the part of speech, but also the meaning, underpinning their users’ mastery of language. Moreover, they are formal, such as using “before” instead of in front of, as in “to appear **before** the Court of the Application”, (Obligations concerning,

Marshall Islands v. India, ICJ, 5 Oct 2016, p.5), and “elapse” instead of pass, as in “Whereas almost ten years have **elapsed**” (Armed activities, DRC v. Uganda, ICJ, 1 Jul 2015, p.7).

Besides, technical terms, such as “proceedings”: the legal action taken to settle a dispute, e.g. “the Republic of the Marshall Islands instituted **proceedings** against”, “hearings”: a presentation of evidence and facts of a case, e.g. pleadings and the holding of **hearings** (Armed activities, DRC v. Uganda, ICJ, 1 Jul 2015, p.5), etc. Such use of formal technical terms contributes to excluding the non-members of such discourse. This is manifest in using common words with uncommon meaning, such as “file” which is generally known as to put a document in the file, while in legal context, it means to litigate a suit, as in “Whereas the Memorial of the Republic of the Marshall Islands was **filed**” (Obligations concerning, Marshall Islands v. UK, ICJ, 19 Jun 2015, p.4), “parties” as well means generally grouping people for celebration, but in “taking into account the views of the **Parties**” (Obligations concerning, Marshall Islands v. UK, ICJ, 19 Jun 2015, p.4), it means the disputants.

In addition, archaism, foreign words, couplets and triplets, complex prepositions, and repetition are also used in the ICJ decisions for showing expertise, superiority, and distinctiveness. To put it differently, the use of archaic words, such as “said” in “the written pleadings should first be addressed to the **said** question”, (Obligations concerning, Marshall Islands v. Pakistan, ICJ, 5 Oct 2016, p.5), “thereof” in “the Registrar transmitted a copy **thereof** to the Marshall Islands”; (Obligations concerning, Marshall Islands v. India, ICJ, 19 May 2015, p.5); etc., reflects authoritativeness and sincerity since they are incomprehensible for the layman. Such fail of comprehension is illustrated in the foreign words used in the decisions, which are either borrowed from French, such as “the joint **communiqué**”, “the **chargé d’affaires**” (Armed activities, DRC v. Uganda, ICJ, 1 Jul 2015, p.5), etc., or from Latin, such as “*ad hoc*”, “*in limine*” (Obligations concerning, Marshall Islands v. Pakistan, ICJ, 5 Oct 2016, p.5), etc. This results in showing such discourse community as superior to and distinguished from the general public. Such distance is self-evident in the use of two or more words with the same grammatical form and close meaning, i.e. couplets and triplets, such as “each and all”, “clarify, modify and/or amend” (Obligations concerning, Marshall Islands v. Pakistan, ICJ, 5 Oct 2015, p.8), etc. That is, although they are used in legal context for unambiguity and clarity, they are not found in any other discourse.

Likewise, in contrast to the general public simple prepositions, complex prepositions, such as “as a result of” (Armed activities, DRC v. Uganda, ICJ, 1 Jul 2015, p.6), “by virtue of” (Obligations concerning, Marshall Islands v. India, ICJ, 5 Oct 2016, p.18), etc. are connected to the legal language, giving it a touch of formality and seriousness. Finally, while in a spontaneous conversation, the layman uses reference, such as “it”, “that”, etc., in the ICJ decisions, words are repeated to remove ambiguity or confusion.

4.2.2.2. Transitivity

Additionally, the verbs used in the ICJ decisions play a vital role in reflecting power of such discourse. This is because of representing mental processes, such as “decides”, “finds”, etc. and material processes, such as “extends” and “reserves”, reflecting the main participant’s inner and outer experience. To put it another way, the ICJ appears as a Senser, who, as Plato (2000) states, can lead and control others’ mind, and as an Actor, who has an impact to create or change something as in by the following

The International Court of Justice	<i>Extends</i>	to 28 September 2016	the time-limit for the filing
Actor	Process: Material	Circumstance	Goal

(Armed activities, DRC v. Uganda, ICJ, 11 Apr 2016, p.5)

That is, it is a transformative clause in material process that represents the main participant, Actor, as superior with legitimate power to impose something on the secondary one, the Goal, who has nothing but to accept such extension.

4.2.2.3. Syntax

Not only does distinctiveness of such decisions are reflected in the above, but they are also revealed in their sequence. In other words, the decisions appear as a conditional sentence; consequently, they begin with “The International Court of Justice” acts as the Theme of the clause and separated from its Rheme, i.e. the main clause, by inserting a series of dependent clauses, act as Theme 2 of the clause. This peculiar organisation makes the whole text appear as one sentence long.

It is undeniable that nominalisation and passivisation are important parts of any technical texts, which focuses on consequences and events more than their causes, and hence they help produce agentless clause as follows:

any realistic **search** for general and complete **disarmament**, especially nuclear **disarmament**, necessitates the **co-operation** of all State (Obligations concerning, Marshal Islands v. Pakistan, ICJ, 5 Oct 2015, p.11)

Here, for example, such clause includes no doer of an action; rather, the nominalised verbs “search”, “disarmament”, and “co-operation”, despite being qualified by pre-modifiers, reflect a generalised concept with less information regarding cause and time.

Similarly, in passive sentences, the focus is on the action more than its doer as in the following

9. Public hearings on the questions of the jurisdiction of the Court and the admissibility of the Application **were held** from Monday 7 to Wednesday 16 March 2016, at which the Court heard the oral arguments and replies (Obligations concerning, Marshal Islands v. India, ICJ, 5 Oct 2015, p.6)

To explain, the subject is deleted out of being known. That is, it can be easily deduced by the receiver that it is the Court that hold hearings. Thereupon, there is no need to be mentioned and thus the object and the action performed are foregrounded.

Additionally, subordination and coordination give rise to the complexity of such discourse. This is due to the fact that subordination makes the clause intricate and syntactically discontinued as in the following

4. Whereas, **at a meeting held by the President of the Court with the representatives of the Parties on 9 June 2015**, the Co-Agent of the DRC, **having traced the development of the negotiations held by the Parties with a view to reaching an amicable settlement on the question of reparation**, maintained that his Government... (Armed activities, DRC v. Uganda, ICJ, 1 Jul 2015, p.5)

where an adverbial clause of time is inserted between “whereas” and “the Co-Agent of the DRC”. Moreover, “the Co-Agent of the DRC” is separated from its verb “maintained” by a long dependent clause, “having traced the development ...”.

Likewise, using coordinating conjunction, such as “and”, as in

4. Whereas, at ... ; **and** whereas the ...; whereas, at ...; **and** whereas the ...;
(Armed activities, DRC v. Uganda, ICJ, 1 Jul 2015, p.5)

helps connect items in one thought, each is as important as the other, rather than present them separately.

4.2.2.4. Modality

Moreover, modality plays a vital role in the distinctiveness of legal-diplomatic discourse. This is due to the fact that “shall” is connected to “ritualistic language” (Northcott, 2013, p.215), seen in the Bible as “is obliged to” which mirrors not only imposition, but objectivity as well, making it serve as an implicit speech act of command. To exemplify, in

“[a]n injured State which invokes the responsibility of another State **shall** give notice of its claim to that State” (Obligations concerning, Marshal Islands v. India, ICJ, 5 Oct 2016, p.14).

“shall” here reflects deontic modality (Palmer, 1990), or, as Halliday (2004) itemises, modulation, particularly obligation, with high degree of the speaker’s authority to impose something on the hearer. Namely, it shows that such “injured State” is obliged to “give notice” otherwise it violates its commitment. Accordingly, such modal is regarded as a directive performative uttered by an authorised person in a certain context at the time of speaking for a future action (cf, 3.3.2.4.).

Furthermore, “may” a legally categorised modal for permission and possibility. Thereupon, it acts as an implicit directive performative instead of “allow” or “permit”, demonstrating one’s authority over another as when an individual allow another to do an action, it indicates the former’s power and superior position over the latter. This can be illustrated in the following

Fixes 15 October 2015 as the time-limit within which the Republic of the Marshall Islands **may** present a written statement of its observations and submissions
(Obligations concerning, Marshal Islands v. UK, ICJ, 19 Jun 2015, p.5).

Here, the deontic modal “may” reflects an underlying command for it expresses a subjective utterance for future action. To clarify, this clause shows that the Republic of the Marshall Islands is allowed/permitted to submit the required document; thus, it is free to do so or not. However, such freedom is confined by a deadline, “15 October 2015”, by which such country must abide or else the decision will not be in its favour. For that reason, it can take “hereby” to project the authoritative and official tone of such implicit directive performative.

Similarly, “can” is used to express permission; however, it is neither as formal as “may”, nor does it act as a performative. This is due to the fact that “can” reflects objective imposition as the following example shows

India does not accept that a State **can** give notice of its claim through the institution of proceedings before the Court. (Obligations concerning, Marshal Islands v. India, ICJ, 5 Oct 2015, p.15)

That is, here “can” typifies that India does not permit “a State” to “give notice of its claim...”. Nonetheless, it is an external power, i.e. the rules and regulations, that gives such “State” the ability to do so, not the speaker.

Additionally, “will” acts as a subject-oriented, dynamic modal, representing the speaker’s responsibility and ability to perform an action. This can be illustrated in the following

The Court **will** first consider the objection based on the absence of a dispute (Obligations concerning, Marshal Islands v. India, ICJ, 5 Oct 2016, p.20).

To put it another way, such clause “has the implication of future actuality” (Palmer, 1990, p.135), for it indicates what the speaker is going to do after uttering such words. Such actuality stems from the speaker’s capability and responsibility since it is only the Court that has the power to resolve disputes, convict, acquit, etc. and hence it is willing to examine documents, witnesses, or as in this clause “consider the objection”.

4.2.2.5. Speech acts

Not only are obligation and rights shown in modality, but they are also manifest in speech acts, which are categorised as “declarations”, e.g. “decides”, “fixes”, etc. and “assertives”, e.g. “finds”, “reserves”, etc. This is due to the fact that the verbs used in the ICJ decisions are “uttered by specified person in specified context” (Thomas, 1995, p.37), can take “hereby”, and appear in third person and in present tense, denoting the institutional power and impartiality of the speaker since it is “The International Court of Justice” that pronounces the judgement, not the judges present. Furthermore, the function of using present simple tense is to emphasise the indispensability of performing future action as it is impossible to command someone in the past. For instance, in

Finds that it cannot proceed to the merits of the case (Obligations concerning, Marshal Islands v. Pakistan, ICJ, 5 Oct 2015, p.22)

“find” acts as a performative verb that reflects the Court’s belief in the truth of something based on the facts and reasons presented in the preambular part.

5. Conclusion

To sum up, under the rule of law, people can live in brotherly coexistence since law establishes rules, maintains peace and order, and protects rights. Such application of law is manifest in the United Nations Organisation, which aims to settle and solve problematic issues, including proliferation of weapons, armed conflict, etc. through its judicial power, i.e. the ICJ, and its executive power, i.e. the UNSC. Accordingly, the language employed in such discourse is distinguished with particular features that differ from that of any other ones. That is, it is formal and authoritative and constrained to its discourse community so as to show their expertise and knowledge.

Henceforth, this paper examines how power and hegemony are reflected in the use of certain linguistic patterns and the specific organisation of the legal-diplomatic discourse, in particular the UNSC resolutions and the ICJ on the armed conflict and the proliferation

of weapons, through employing Bhatia's (1993) genre analysis model to analyse move-structure of the UNSC resolutions and ICJ decisions. Moreover, CDA is applied to this study, particularly Fowler's (1985) checklist, including lexical processes, transitivity, syntax, modality, and speech acts, so that it can illustrate how power is shown in these UN documents.

Firstly, the first question is concerned with the move structure of the UNSC's resolutions and the ICJ's decisions

As noted above, since a legal-diplomatic document serves as a prescriptive instrument that lays down law and as a documentation of decisions, structuring the UNSC resolutions and the ICJ decisions appear in three moves:

1. Identifying the case/resolution
2. Arguing the case
 - (a) Presenting arguments
 - (b) Deriving ratio decidendi [i.e. rule of law]
3. Pronouncing judgment /declaring the resolution

The first move is indispensable and has standardised form: the UN Organ name, the name of the case/resolution, the date, etc. so that a politician, a scholar, etc. can search for, find, and refer to a specific case/resolution. On the other hand, the second move is the most complex one because it reveals the reasoning, facts, and evidence on which the legitimate entity relies. For that reason, it is composed of a series of dependent clause paragraphs realised in two sub-moves: Presenting arguments and Deriving ratio decidendi, separated by comma and semicolon. To explain, the former comprises facts and evidence written in non-finite verb form. However, the latter reflects the principle of law that legally shows the reasons for taking a decision and hence it can be used in other relevant cases.

Finally, the last move represents the formulaic structure. That is, it is the decision reached after arguing the case; thus, it appears in the present third person verb form since the speaker is an institution: the Security Council or the International Court of Justice, not "I" or "we". Additionally, the use of verbs instead of the modal verbs emphasises an expressly binding decision.

Secondly, the second question investigates the stylistic and syntactic features that characterise the legal discourse in general and the UNSC's resolution and the ICJ's decisions in particular.

Owing to the need for producing an all-covering and unambiguous text, legal-diplomatic discourse in general is distinguished by a lengthy structure due to the use of passivisation, nominalisation, complex prepositions, couplets and triplets, etc. Additionally, texts can be written without any punctuation marks. However, capitalisation and italicisation are the frequently used to stress an idea.

In particular, the UNSC's resolution and the ICJ's decisions are equally characterised by distinctive stylistic and syntactic patterns. In other words, graphologically, words, such as preambular and operative parts' expression are capitalised and italicised for emphasis. Besides, indentation and punctuation marks, particularly the semicolon and comma, are urgent visual devices used in such legal-diplomatic texts. This is due to the fact that the whole text is composed of only one complex sentence; thus, indentation

marks the beginning of a new paragraph with new thought and the semi-colon and comma indicate the end of such thought. Finally, numbers are employed in the operative part in the UNSC resolutions to give a logical sequence of the obligation lied by the producer.

Furthermore, lexically, the UNSC resolutions and the ICJ decisions are distinguished with formal, technical, archaic and foreign words, as well as couplets and triplets, and complex prepositions. Additionally, words and expressions are repeated rather than using reference, pronouns, or substitutions. Moreover, the UNSC resolutions and the ICJ decisions have formulaic expressions in the preambular and the operative parts.

Syntactically, the UNSC resolutions and the ICJ decisions are characterised by the prevalence of nominalisation and passive sentences that make the clause appear with a generalised concept, making the focus on the outcome of an action rather than its doer. This is due to the prescriptive nature that necessitates neutrality and straight-forwardness. Moreover, nominalisation and passivisation contribute to the complexity of sentences by inserting modifications, subordination, and coordination.

Additionally, it is noted that the UNSC resolutions and the ICJ decisions are written as a compound complex sentence so as to construct conditional sentence that, after mentioning the name of the UN Organ, consists of a series of dependent clauses and main clauses. Such sequence, which gives rise to the separation between the Theme and the Rheme serves as an identifying feature of the UN documents.

Another distinct property of the UNSC resolutions and the ICJ decisions is the use of present tense to indicate that the Organisation utterance is binding. This is also shown in the use of explicit and implicit performative verbs expressing obligation and permission. Such authority emerges overtly in verbal constructions expressing directives, such as demands, urges, etc.; assertives, such as emphasizes, finds, etc.; and declarations, such as recognizes, decides, etc.

Nevertheless, such verbs can be replaced by deontic modals, particularly “shall” and “may”, which are used in formal context and hold the illocutionary force of obligation and permission, making them conventions in such discourse, which can be summarised in the following chart

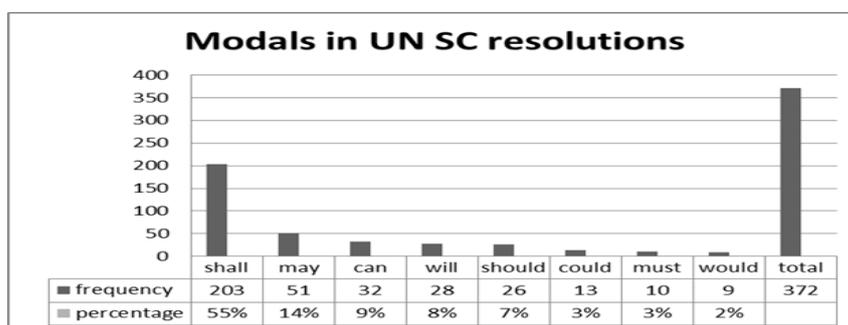


Figure 1. Frequency of modals in the UN SC resolutions

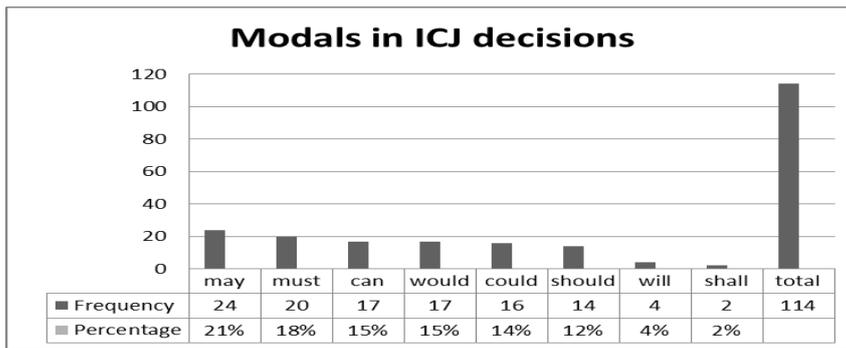


Figure 2. Frequency of modals in the ICJ decisions

However, as Shown in Figure 1, “shall” comes on the top of the modals used in the UNSC resolutions, in Figure 2, it amounts to 2%. This is due to the fact that the UNSC resolutions employ “shall” as an implicit performative, while the ICJ decisions use explicit performative verbs instead. Likewise, “may” is a formulaic expression of permission in legal-diplomatic discourse, accounts for 14% in the UNSC resolutions and 24% in the ICJ decisions. This salience of “may” stems from the underlying obligation since allowing someone indicates a necessity of action. Not only is the modality in the UN resolutions and decisions limited to “shall” and “may”, but it is seen that all modal auxiliary verbs, including “must”, “can”, “could”, “should”, “will” and “would”, are employed to express various degrees of possibility, inclination, and obligation.

Thirdly, the third question focuses on how these stylistic and syntactic features used in the UNSC’s resolutions and the ICJ’s decisions give rise to power and hegemony of such discourse.

Power and hegemony of the UN documents are embedded in its unique properties that are uncommon to the layman, giving an impression that the producer has different personality, background knowledge, social status, etc. For instance, the use of specialised terms needs great knowledge of such constrained vocabulary meaning, making such discourse language seem official and reliable. Henceforth, they not only exclude non-members of such discourse community, but also make them convincingly accept to be controlled and governed by such powerful group.

Besides, complex prepositions and formal words represent the text as sincere and less personal in comparison to the friendly, personal general conversation or writing that emanates from using simple and informal language. Moreover, based on the fact that lexical choices mirror the speaker’s experience and environment, constructing a text with morphologically complex words denotes that such discourse community members are highly-educated and able to skilfully use the language.

Similarly, the prevalence of foreign and archaic vocabulary contributes to showing the advanced language of such discourse community and the authoritativeness of the words per se. To explain, borrowing words, such as Latin and French, aim to influence and govern since French is known as the language of diplomacy spoken by the elite, maintaining distance from the general public and categorising such discourse and its community members as superior. Moreover, Latin has a religious dimension because of being the language of the Bible; therefore, the reader considers the UN documents as sacred as the Bible.

Another key point in the power and hegemony reflected in lexis is functionalisation. To put it differently, it is observed that no text of the UN embraces personal pronouns, such as “I”, “we”, “you”, etc. Rather, an individual is represented by his social role, and not by his personal name. As a result, the resolution subject is none but “The Security Council” and the decision, despite mentioning the name of the judges hearing the case, begins with “The Court” in order to highlight that the words uttered stems from an institutional power, and not an emotion or personal interests, characterising such discourse as depersonalised, non-solidary, official and legitimate and hence is generally accepted by people.

Such emphasis on status results in using third person verb form, which shows distance between the UN discourse community and others. This is due to the fact that, unlike the first person, the third person indicates unilateral decision, and thus aborts any attempt to ask, contest, disagree, etc. Furthermore, the verbs used in the UN documents are conventionalised and act as explicit performatives uttered by a specific speaker in a specific context, in present tense, and can take “hereby” and are categorised as directives, assertives and declarations. Likewise, the modals “shall” and “may” are also the formulaic form of such discourse, serving as implicit performatives, dividing the text producer and receiver(s) into powerful and powerless groups. Furthermore, the use of present tense highlights a continuity of an action; thus, it shows a fact or a general rule that applies to all people now and in future.

Furthermore, from transitivity viewpoint, such choice of certain verbs in the UNSC resolutions and the ICJ decisions shows that the UNSC and the ICJ are engaged in Material, Mental, and Verbal Processes, making them act as Actor, Senser, and Sayer, while the secondary participants are Goal, Phenomenon, and Receiver, conceptualising the powerful-powerless relationship. Namely, being represented as an Actor displays the authority of such participant over the secondary since the former has freedom to have impact on the latter. Additionally, being a Senser or Sayer reflects such main participant as reasonable and eloquent, whose knowledge and legitimate power enable him to have the voice and hence his thoughts and words must be taken into account and followed.

Additionally, nominalisation and passivisation blur the role of participants. In other words, replacing active verb with passive or a noun obscures agents and time of an action, limiting the way the reader construes the event. Accordingly, the producer through such tools can succeed in manufacturing consent.

Additionally, power and hegemony are represented in the peculiar complex sentence structure as the UNSC resolutions and the ICJ decisions are organised in a specific way, beginning the text with something different from what the reader expects. This is because the layman is accustomed to separate information units, realised in short simple sentence form and variety of punctuation marks. In contrast, such sequence helps extend and elaborate on the information in only one sentence long using only one period at the end of the text and commas and semicolons for paragraph separation.

Finally, the last question discusses the similarities and differences between UNSC’s resolutions and the ICJ’s decisions with respect to the stylistic and syntactic features and the move structure.

Based on the above, the similarities between the UNSC’s resolutions and the ICJ’s decisions outweigh their dissimilarities in terms of employing the same tools stylistically and syntactically as well as their cognitive structure. That is, both are composed of one

complex sentence appears in three moves. Such three moves are realised in list of paragraphs, beginning with the Organ name, list of dependent clauses, and ending with list of independent clauses. However, while in the second move non-finite verbs –ing or –ed are used in the Security Council resolutions, “*Having regard*” are used in the ICJ decisions.

Such string of paragraphs is stylistically identified by comma and semicolon; only one full stop is put after the last clause. Nevertheless, whereas, in the UNSC’s resolutions comma is used in the preambular part and semicolon in the operative, in the ICJ’s decisions, comma and semicolon are used interchangeably. Furthermore, capitalisation and italics are found in the Security Council resolutions and the ICJ decisions with identified items and paragraph beginning verbs for emphasis. Additionally, both have their specific vocabulary, including archaic, technical and foreign lexes; long complex clauses with coordination and subordination; passivisation and nominalisation; and performatives and modal verbs, most notably “shall” and “may”. Nevertheless, in the ICJ decisions, explicit performatives appear more than “shall”.

The question of power and hegemony in legal-diplomatic discourse, particularly, the UNSC resolutions and the ICJ decisions needs further studies with respect to the response of the receiver, namely the general public and other discourse community members, such as engineers, physicians, etc. By doing so, a comparison can be made showing if the legal-diplomatic discourse is difficult for them to comprehend, and hence it can explore if they consider such discourse as uncontested or not.

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