

Modification and Cohesive Devices in Legal Discourse

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Abstract: Legal texts are linguistically professional texts, which function for specific communication purposes in society. To get a clear understanding of how legal texts realize the relative pragmatic functions, this study tries to investigate the modification and cohesive devices in legal texts from the lexical and syntactical levels, and also to explore how they differ from those devices in general texts. Based upon an English court verdict text, this study explored the modification patterns under Brinton's classification of linguistic modification and the cohesive devices based on Halliday's cohesive device model. This study found that legal texts mostly feature syntactic embeddedness, especially with several modificational insertions in long sentences, and logical and continuous argument with various cohesive devices, together to realize linguistic precision and avoidance of ambiguity.

1. Introduction

It is generally considered that legal texts are difficult to read and understand, which largely stems from the law's societal functions to control and regulate in reality. As the law itself has a strong authority and binding force, the legislators, lawyers and other workers in this profession will seek to ensure respect for legal rules and regularities, notably by linguistic means, because language plays a highly vital role in law. Thus legal texts differs from those with general and ordinary language in a number of aspects with distinctive characteristics, such as avoidance of ambiguity, precision of interpretation, and validity of action. Therefore, this study aims to investigate the modification patterns and cohesive devices in an English court verdict text (see Appendix 1).

2. Linguistic Analysis

2.1 Lexical Analysis of the Text Subject

These can be achieved both at the lexical and the syntactic level. There are several distinguishing lexical qualities identified in legal English language: uncommon meanings use of common words, use of archaic words and expressions, use of terminology expressions, and formal expression^[1,2].

For example, in this court decision, there is a Latin word *sub judice*, which can be replaced with *awaiting judicial determination* to describe the legislative status of the current case. Another example is that archaic words are typically used in legal texts, especially adverbs such as: *whereof* and *thereof*^[1]. The former *thereof* is used to be a post-nominal modifier of *view* in the propositional phrase *in view of*, which functions, as a conjunctive adverb, to connect the reason shown in the first paragraph and the result displayed in the following paragraph. The latter *whereof* is used, as a conjunctive adverb, to link clauses with a denotation of result, implying the natural decision of DISMISS from the trial court after a thorough argument in the previous paragraphs. One more example is that a lot of formal words and expressions are utilized, such as, *axiomatic*, *exercise*, *precept*, *adjudicate*, to just name a few. At this lexical level, precision in law texts are realized in two ways: using words with sharply exact meaning, like technical words and sets of phrases, and using exactly the same way with repetition, especially in the modification of a noun or noun phrases to restrict the item or referent of that noun or noun phrase. As is shown in this court ruling, *mortgage* is used three times to modify *contract* and one time to *subject*, which indicates the whole ruling text is and must be pertain to the mortgage and its related context and case.

2.2 Syntactic Analysis of the Text Subject

Above the lexical level, Swales and Bhatia claimed that legal writing is typical of syntactic and discursal correlation in varying ways to precisely convey meanings, such as requirements or resolutions under restraining conditions and specifications with nominalized expressions, or rather, modifications, contributing to lengthy sentences with high level of redundancy characterized by the pleonastic use of lexical items, embedded phrases and clauses^[3]. The syntactic properties typical of legislative texts in English are the use of long-winded and complex sentences, the substantial use of nominalizations and prepositional phrases, and passive voice, which all serve the goal of clarity and objectivity thus ensuring the respect for and enforcement of law. In this court decision text in question, *The Ruling of the Trial Court*, there are 468 words with 19 sentence (including the title as a single sentence with six words), that is to say, the average sentence length is 25.67 words per sentence. If the last two sentences of this text, functioning as a format ending of a court decision, are excluded from main content sentences, the average sentence length would be 28.44 words per sentence, which is more than the average number of 27.6 words per sentence in English written scientific texts^[4].

Another obvious property of this studied text is the use of passive voice, with an implied percentage of 67% for there are 12 passive sentences (including passive clauses) out of the 18 in the whole text. In these passive sentences or clauses, the absence of semantic agent of an action verb makes the text more impersonal and more objective, for passive voice allows the rearrangement of constituents within a clause following an end-weight principle in English, thus bringing continuously growing clauses or sentences. Take the fifth sentence for example. Sentence 4, being the longest one in this text with 50 words, starts with “And” and “besides” to state another reason why the court should resolve the discrepancy with a complex sentence, in which the *even if* concession clause functions as a conjunct adverbial to specify the least possibility of the court’s venture for a reconciliation, and the passive main clause provides a series of propositional phrases to specify the conditions for the discrepancy being resolved. And within the second propositional phrase *in line with* one that clause functions as the complement of the noun precept, where another that clause is used to modify the noun party in the prepositional phrase *against the party*.

As for the percentage of different parts of speech in this analyzed legal text, the percentage order is noun, prepositions, adverbs, verbs, auxiliary verbs, adjectives, and pronoun from the highest to lowest (as shown in Table 1 on page 5, which is provided a professional discourse analysis website:

<https://www.analyzemywriting.com/>). It is evidently the whole text is mainly composed of nouns and preposition with a sum percentage of 45.79%. This property can be explained the underlying principle for using nominalizations in legal texts to exclude the actor from the sentences, therefore, to allow laws to be formed in the manner as precise and clear as possible with varying clarifications and specifications about specific aspects.

Table 1: Parts of speech Statistics of the text

Part of Speech	Nouns	Adjectives	Verbs	Adverbs	Prepositions	Pronouns	Auxiliary Verbs
Percentage	27.65%	3.54%	8.85%	10.40%	18.14%	0.88%	5.75%

Resource: <https://www.analyzemywriting.com/>

2.3 Modification Analysis of the Text Subject

As for English sentences, Laurel Brinton and Donna Brinton claims that constituents are the proper subparts of sentences, bringing them hierarchical syntactic structures, and categorises constituents of English sentences into different phrases with content word heads, that is, noun phrase (NP), adjective phrase (AP), adverb phrase (AdvP), verb phrase (VP), and prepositional phrase (PP)^[5]. Under this theoretical framework, the constituent phrases can be tabulated to probe their modification function in the decision text in question. As is shown in Appendix 2, in this decision text, there are 16 nouns of the top 50 most common words in this legal text, that is, *court, case, mortgage, foreclosure, dismissal, issue, rules, contract, trial, decision, discrepancy, regulations, hand, matter, plaintiff, documents*, constituting the core lexical content words to provide the main information focus through a series of complex modification for concise internal relations, viz., 14 noun phrases and 9 adjective phrases proceeding nouns as prenominal modifications, and 32 prepositional phrases following nouns as postnominal modifications. These phrases modify the lexical content nouns, confining the text within the context of a trial dismissal issue on a mortgage contract between two parties, that is, the plaintiff and the defendant, aiming for a justice and fair play on property right protection under a series of legislative conditions, which are realized by plenty of phrases. There are 11 adverbial phrases and 20 prepositional phrases functioning as adjunct adverbials to clearly express the manner, time, place and reason of the verb phrases with in single sentences. There are 18 adverbs (with some words used more than one times) and 3 prepositional phrases used as conjunct adverbials to connect clauses intra- and/or inter-sentences and paragraphs, expressing textually logical relations and connections, such as result (*thus* in sentence 6; *therefore* in sentences 4 and 14; *In view thereof* in sentence 6; *WHEREFORE* in sentence 16), contrast (*however* in sentences 7, 11 and 17; *On the other hand* in sentence 15), addition (*besides* in sentence 5; *also* in sentence 11), inference (*then* in sentences 10 and 12), adversary (*still* in sentences 3, 5 and 9; *yet* in sentence 9; *despite* in sentence 9). However there only one adverb phrase, *Quite obviously* in sentence 2, functioned as disjunct adverbial to denote the text drafter’s convince of the apparent discrepancy in the documents mentioned in the succeeding sentence, which is consistent with the impersonal and objective characteristics of legal languages.

3. Analysis of Cohesion and Coherence

Halliday and Hasan (1976) hold a belief that cohesion is a semantic concept of the relations among meanings in a text, which defines its texture. Rooted in the language system itself, cohesion, as a linguistic property, is an overtly semantic category, which implies the grammatical and lexical ties and relations between or among sentences in a text which is a unit in use of meaning. The elements of a text, that is, words, phrases, clauses and sentences, even paragraphs, are correlated to

one another to demonstrate a texture through the satisfaction of presupposition. Cohesion can be divided into three major categories for the stratal organization of language^[6]. The first grammatical cohesion includes reference, substitution and ellipsis, the second lexical cohesion, and the third one is on the borderline of the former two, that is, conjunction. Since cohesion tie means the occurrence of a pair of presupposing and presupposed items in a text, cohesion itself can be tabularly illustrated and quantitatively investigated with the pertinent subcategories of cohesion. Under the theoretical frame of cohesion in English, the cohesive devices of the decision text in question is conducted and shown in Appendix 3.

3.1 Cohesion Relations in Each Paragraph

In paragraph 1, there are 4 sentences held together with 39 ties, including 7 conjunctions, 9 references and 23 lexical cohesion ties. The conjunction ties functions to combine the sentences into a whole. The *thus* in sentence 2 is an exemplificatory conjunctive adverb, together with a colon, signaling a cataphoric reference of the disposal from the trial court in the succeeding clause of this sentence itself and the following sentences 3, 4 and 5. Sentences 3 and 5 together provide two contrary facts against the apparent discrepancy mentioned in sentence 1, of which the first fact is signaled by an adversative conjunction *But* in the very beginning of sentence 3 and the second fact is signaled by a simple additive conjunction *And* and an emphatic additive conjunctive adverb *besides* in sentence 5. At the same time there is an emphatic adversative conjunctive adverb *still* in both these two sentences to emphasize the properly opposing facts. And the simple causal conjunctive adverb *therefore* in sentence 4 presupposes a natural result from the wanting of judicial determination of the plaintiff wife's dismissal in sentence 3. The 7 of the 9 reference ties are referring back to a particular item in proceeding sentence(s), such as *this* and *the* in *the higher court's* in sentence 4, and *the* in the Court in sentence 5 all specify the agent, namely, the Court in this case. The lexical cohesion ties account for about 58.97% of all cohesion ties in this paragraph, with 11 same items, 6 collocation ties, 3 synonym ties and 3 superordinate ties.

In paragraph 2, there are 3 sentences winded as a whole with 19 ties, including 6 conjunctions, 1 references and 12 lexical cohesion ties. First of all, this paragraph is connected to the previous one with a prepositional phrase *In view thereof* at the very start of sentence 6, along with simple causal conjunctive adverb *thus*, clearly showing a specific result from the reasons provided in paragraph 1. And then the following sentence 7 is related to sentence 6 with an emphatic conjunctive adverb *however*, providing an opposing fact to prove the irregularity of the foreclosure of the mortgage in this case. Additionally, the reason why the foreclosure is irregular is given in sentence 8, which can be implied from the adversative conjunctive adverb *only*. There is only one reference tie in this paragraph, that is, *their* in sentence 7, referring back to plaintiffs within this sentence, but *plaintiffs* here meanwhile referring back to *the plaintiff's* in sentence 5. But the lexical cohesion ties take up approximately 63.2% of the total cohesion devices in this paragraph, because the main content words related to factors in this case have been mentioned in the paragraph 1 and a lot of repeated words and phrased are utilized to be precise in meaning, just as the 9 same item ties out of the 12 lexical cohesion ones.

In paragraph 3, there are 4 sentences intertwined together with 37 ties, including 10 conjunctions, 7 references and 20 lexical cohesion ties. Beginning with three adversative conjunctions *And yet*, *despite* and *still* in a row, this paragraph claims a contrary consequence from the immediately discussed causes in paragraph 2 that a definitive adjudication is hard to reach resulting from the reasons given in the proceeding sentences 10, 11 and 12. Sentence 10 is related to its proceeding sentence 9 by two *then* with the former *then* functioning as a simple conditional conjunctive adverb to initiate a condition sentence, and the latter *then* an internal temporal sequential conjunction to

note an internal reaction and result. And then the *However* at the start of sentence 11 remarks a contradiction to the assumed decision in sentence 10. Finally, another succeeding contrary result on which one to prefer between the two documents is provided by an adversative conjunction *But* (+ 'and') and a terminal temporal conjunctive prepositional phrase *by then*, which incurs a de-emphatic issue in this case indicated by the adverb *incidentally*. As for the agents of the actions in this paragraph are expressed mainly with definite article *the* and specific nouns, that is 6 out of the 8 references ties. The other two references are them in sentence 10 (referring back to the rules in sentence 9) and two in sentence 12 (specifying the quantity of the previously mentioned documents). The last cohesion category in this paragraph is lexical one with a proportion of 54.1%, most of which are reiterated same items with identical or related denotations. These items constituent 17 out of the 20 lexical cohesion ties, such as the Court, case, the dismissal issue, wife's, favor, the plan's rules, decision, documents, this case, plaintiff, the foreclosure, unsolved, decided, issue. Only one superordinate word *the parties* in sentence 9 is used to cover the plaintiffs in sentence 7. And two words related to court, *adjudication* in sentence 9 and *illegality* in sentence 10, are utilized in the lexical collocation category to associate with *resolution* in sentence 3 and *adjudication* in sentence 9 respectively.

In paragraph 4, there are 3 sentences held together with 23 ties, including 4 conjunctions, 2 references and 17 lexical cohesion ties. This paragraph demonstrates a new aspect of the case in question, namely the related fine issues, therefore there is no conjunctive relation in the first sentence of the paragraph itself. After the previously discussed prematurity of the determination whether or not to annul the foreclosure in sentence 13, an internal consequence naturally come out indicated with a simple causal conjunctive adverb *therefore* in the next sentence, viz. Sentence 14. In addition, another similar consequence, as shown by a comparison additive adverb *likewise*, is expounded in sentence 15 which begins with an emphatic adversative conjunctive prepositional phrase *On the other hand* and a proper one *merely*. In this paragraph, the first reference tie is *It* in sentence 14 referring back to *the determination* in the proceeding sentence, and the second *their* in sentence 15 referring back to *the plaintiffs* in sentence 7. And lastly, as a new fine aspect of the case is discussed, 6 new words or phrases related to expenses in court decision appear under the lexical collocation cohesion in this paragraph, that is, *counterclaim, the defendants, litigation, expenses, legitimate, property right protection*. Meanwhile, 11 same or identical words or phrases are continually used to show the correlation between paragraph 4 and the previous 3 paragraphs, and they are *the Court, the foreclosure, this case, sustain, mortgage, the plaintiffs, subject, determination*.

In paragraph 5, there are 2 sentences clinging to one another and as a whole to the previous paragraph with 19 ties, including 1 elliptical, 3 conjunctions, 2 references and 12 lexical cohesion ties. Firstly, an elliptical prepositional phrase *in view of all the foregoing* connects paragraph 5 with the proceeding four with the omission of a general noun things after the adjective *foregoing*. This paragraph, started with an archaic conjunctive adverb *WHEREFORE*, is presenting a conclusion with two different resolutions after a rigorous argumentation about the related factors of a mortgage foreclosure case in all the proceeding paragraphs. The comparison between the two resolutions from the court is conjoined with an emphatic adversative conjunctive adverb *However*. And the second resolution to dissolve the Temporary Restraining Order will take effect only when the pertaining issues have been decided, which is emphasized with a temporally terminal conjunction *until* and a temporally correlative adverb *finally* in sentence 17. As a concluding paragraph, the reference ties *all* in the phrase *all the foregoing* and the *in the issues* both refer anaphorically the factors of the case in question argued in previous paragraphs. At the same time, of the 12 lexical cohesion ties, 9 ones are repetition of same items the paragraphs ahead of this one, that is, *the Court, this case, prematurity, resolves, he parties, decided, issues* and *play*; and 2 ties, *DISMISS* in sentence 16 and

dissolve in sentence 17, both belong to lexical collocation cohesion type; and *the parties* in sentence 17 is a superordinate word in the law field, referring back to *the defendants* and *the plaintiffs* in sentence 15.

The last two paragraphs, which separately contains one single sentence with two cohesion ties in each respectively, function as a format ending in case law. In sentence 18, a general verb *make* in its passive voice is omitted in a partially propositional ellipsis, whose full expression can be *No pronouncement is made as to costs*. Meanwhile, this sentence is connected with the proceeding paragraph with a lexical cohesion, namely, *costs* relating to the synonym *expenses* in sentence 15. And in sentence 19, there is a totally modal ellipsis, which is fully expressed as *So it is ordered*, and a substitute for the two resolutions shown in the previous paragraph, or rather, sentences 16 and 17. This last sentence of the whole decision text indicates an emphasis that the preceding case or ruling is in fact made by the court.

As shown in Table 2, the frequency and distribution of cohesive devices is further analyzed and tabulated. It is quite obvious that lexical cohesive devices constitute the majority of cohesion ties in this text, namely, 60.28%, about three times of the second one, 21.99% of conjunction cohesion ties. The third place is of reference ties with a percentage of 14.89%. And the last two are ellipsis and substitution with only 2.13% and 0.71% respectively. This result was predictable, as many researchers agree that lexical cohesion predominates in all registers, which rises out of the striving for clarity and avoidance of ambiguity^[7,8]. Additionally, low percentage of substitution and ellipsis is traced as well to eschew misunderstanding. And these two cohesive devices occur as a format ending in this text subject and call for readers' schemata knowledge to interpret. As for the second high percentage of conjunction ties can be explained by the logical connection among the four-move structure of a legal case, that is, identifying the case, establishing facts, arguing the case with arguments and reasons, and last pronouncing judgement^[8]. Conjunctions have a pragmatic function to make meaning more transparent through inclusion in the surface form of a lexeme denoting their illocutionary value^[9].

Table 2: The distribution of cohesive devices

Paragraph	Reference	Substitution	Ellipsis	Conjunction	Lexical cohesion	Total of each paragraph
1	9	0	0	7	23	39
2	1	0	0	6	12	19
3	7	0	0	10	20	37
4	2	0	0	4	17	23
5	2	0	1	4	12	19
6	0	0	1	0	0	1
7	0	1	1	0	1	3
Total of each cohesion category	21	1	3	31	85	141
Proportion	14.89%	0.71%	2.13%	21.99%	60.28%	/

3.2 How Cohesive Devices Help to Achieve Coherence

Coherence and cohesion are two important aspects of unified linguistic entities, spoken or written, in any language. The former coherence, a semantic and pragmatic property of a text, is the device which identifies a text or an audio clip, while the latter cohesion, merely one of the various elements involved in obtaining coherence. To understand a text or an audio clip, not only do

linguistic elements need being conveyed grammatically and lexically correct, but also the arguments require to be developed in logical succession under both physical and social restrictions. Besides, the perception of the recipients of the text is of vital importance to comprehend a text. A coherent text involves various devices, such as cohesion, context, schema and exophoric reference. Thus cohesion, being a source of coherence, is a necessary, but not sufficient criterion of coherence^[6] for its rooting in the language system itself. Broadly speaking, cohesion can be classified into two categories: on the one hand, grammatical cohesion ties contains substitution, reference, and ellipsis; on the other hand, those belonging to lexical cohesion are reiteration and collocation. But there is a continuum in this classification, and on the borderline between the two poles lies conjunction with a little greater tilt on the grammatical side^[6]. Under these five heads, different cohesion devices contribute specific effects to coherence in a text.

Firstly, reference device construct a link which binds the text through personal, demonstrative and comparative references. The referents, having no complete meaning on their own, achieve a continuity between or among sentences in a text by referring back or forth, that is, anaphoric reference and cataphoric reference respectively. Next, substitution, as deictic markers, cohesively function between wordings with some typical substitutes, namely, *one, ones and same* to substitute noun phrases, *do* to replace verb phrases, and *so and not* to supplant clauses^[6,10]. Ellipsis, the third type of cohesive marker, to some extent, is regarded substitution by zero, or a zero tie, functioning as an unexpressed information gap, which is known to the recipient of a text^[6,11,12]. An ellipsis is used only when the meaning is surely to be understood or implied based upon a pragmatic assessment of the context^[13,14]. Conjunctions, the fourth type of cohesive marker, lies between the grammatical and lexical cohesion, providing relationships between fragments of the language, that is, words, clauses and sentences, not in themselves but by their meanings. There are four major conjunctive relations, which are additive, adversative, causal and temporal^[6,13,14]. Finally, lexical cohesion is established through the structure of lexis at the lexicogrammatical level, usually accompanied by the or other anaphoric reference items^[6]. The two major subtypes in this type of cohesion in the lexical level are reiteration and collocation, the former of which is true for all the lexical devices and the latter of which contains three types of collocation in lexical, grammatical and idiomatic aspects in discourse^[6,11,12].

To sum up, cohesion is an overtly semantic category, implying a meaningful unity in a text with various grammatical and lexical ties and relations of meanings, which contributes to the coherence of the text itself. Some texts may be cohesive and meaningful to some receivers but uninterpretable to others, because successful interpretation of a text involves both the text itself and the knowledge the receiver brings into it^[15,16,17].

4. Conclusion

Legal texts are designed and drafted under the principles of precision and avoidance of ambiguity, which incur interlaced hypotactic structures and complex nominal or prepositional phrases, with several modificational insertions required in long sentences, passive voice, and solid block of nominalizations, parallel structures, binominal and multinominal expressions, archaic words and the like. Accordingly, legal texts are typical of low levels of perceptibility and comprehensibility for the numerous propositions per sentence and high demand of cognitive processing skills, particularly for lay persons who usually are poorly equipped with necessary professional knowledge and cognitive skills to interpret the text subject. In addition, legal discourse is typically of logical and continuous argument with explicit expressions to convey information by legal expert drafters and users. Thus texts of this register is dominated by unusual prepositional phrases, much use of nominalization, too many long sentences embedded with clauses, repetitions

of identical or synonymous items and the like. Therefore, plain legal English is advocated with a series of concrete linguistic techniques, aiming to refrain from complexity and obscurity and heighten clarity and comprehension in legal texts.

References

- [1] Mellinkoff, D. (1963) *The language of the law*. Boston, Little, Brown.
- [2] Tiersma, P. M. (2000) *Legal language*. University Of Chicago Press.
- [3] Swales, J. M. and Bhatia, V. K. (1983) *An approach to the linguistic study of legal documents*. *Fachsprache*, 5(3), 98-108.
- [4] Barber, C. L. (1962) *Some measurable characteristics of modern scientific prose*. In J.M. Swales (Ed.) (1988), *Episodes in ESP: A source and reference book on the development of English for science and technology* (pp. 3-14). New York: Prentice-Hall.
- [5] Brinton, L. J. and Brinton, D. M. (2010) *The Linguistic Structure of Modern English*. John Benjamins Publishing Company.
- [6] Halliday, M. K. and Hasan, R. (1976) *Cohesion in English*. London: Longman.
- [7] Hoey. (1991) *Patterns of Lexis in Text*. Oxford University Press.
- [8] Bhatia, V. K. (2014) *Analysing genre language use in professional settings*. Routledge.
- [9] Gotti, M. (2012) *Text and genre*. In L. M. Solan & P. M. Tiersma (Eds.) *The Oxford handbook of language and law*. Oxford Univ. Press. DOI: 10.1093/oxfordhb/9780199572120.013.0005.
- [10] Levinson, S. C. (1983) *Pragmatics*. Cambridge University Press.
- [11] Hatch, E. M. (2006) *Discourse and language education*. Cambridge Cambridge Univ. Press.
- [12] Salkie, R. (2015) *Text and discourse analysis*. Routledge.
- [13] Cook, G. (2009) *Discourse*. Oxford University Press.
- [14] Mccarthy, M. (1991) *Discourse analysis for language teachers*. Cambridge University Press.
- [15] Enkvist, N. E. (1985) *Introduction: Stylistics, text linguistics, and composition*. *Text - Interdisciplinary Journal for the Study of Discourse*, 5(4), 251-268. <https://doi.org/10.1515/text.1.1985.5.4.251>.
- [16] Shiro, M. (1994) "Inferences in text production." In M. Coulthard (Ed.), *Advances in Written Text Analysis* (pp. 167-178) London: Routledge.
- [17] Sanna-Kaisa Tanskanen. (2006) *Collaborating towards Coherence Lexical cohesion in English discourse*. John Benjamins Publishing Company.

Appendix 1: The research subject text

The Ruling of the Trial Court

By Decision²⁰ dated July 24, 2004 the trial court disposed of the case, thus:

Quite obviously there is an apparent discrepancy between the plan's rules and regulations and the mortgage contract. But the Court's hand, so to speak, is tied up from appreciating the plan's rules and regulations because the matter of the plaintiff wife's dismissal is still *sub judice*. For this Court therefore to appreciate the regularity or irregularity of the dismissal would be a clear preemption of the higher court's resolution on the matter. And besides even if the Court could venture for a reconciliation of the said documents, the discrepancy would still have to be resolved in favor of the plaintiff's (sic) in line with the axiomatic precept of interpretation that doubts are resolved against the party that caused the doubt.

In view thereof, the Court is thus left with only the mortgage contract in determining if the foreclosure of the mortgage in question is in order or not. It is, however, not difficult to see that the foreclosure of the mortgage is highly irregular for the simple reason that plaintiffs were up to date in their monthly payments. Foreclosure only appears in case of *arrear* and default, which under the mortgage contract are wanting.

And yet, despite the above observation of the court, still the Court could not make a definitive adjudication on this case inasmuch as the dismissal issue between the parties remain unresolved. The court reckons that if the dismissal issue is decided in plaintiff wife's favor, then perhaps the illegality of the foreclosure would have been then clearly shown for the plan's rules will not come into play. However, it is not far fetched that the decision may also be adverse to them. But by then preference of priority shall then be the issue between the two documents, which incidentally is not raised as an issue in this case.

In fine, the Court feels that the determination of whether or not the foreclosure of mortgage subject of this case should be annulled is premature. It therefore could not be sustained. On the other hand, the Court could not likewise sustain the counterclaims for damages of the defendants for the supposed litigation expenses for this case as the plaintiffs were merely impelled in filing this case for their legitimate exercise of property right protection.

WHEREFORE, in view of all the foregoing, the Court resolves to DISMISS this case for reason of *prematurity*. However, in the interest of justice and fair play, the Court resolves not to dissolve [sic] the Temporary Restraining Order until the issues between the parties shall have been finally decided.

No pronouncement as to costs.

SO ORDERED.³⁰

Appendix 2: Modification analysis of the text

Constituents	Modification categories	examples	Total
NP	proceeding Mod of N	the Trial Court; the mortgage contract +3; the plaintiff wife's +2; the dismissal issue +2; litigation expenses; property right +2; property right protection; justice and fair play; mortgage subject	14
AP	Mod of N	an apparent discrepancy; a clear preemption; the said documents; the axiomatic precept; the above observation; a definitive adjudication; the supposed litigation expenses; legitimate exercise; justice and fair play; the Temporary Restraining Order	9
AdvP	Mod of V': aA	highly; only +2; perhaps; then; clearly; far; incidentally; likewise; merely; finally;	11
	Mod of S': dA	Quite obviously	1

	Mod of S': cA	thus +2; so +2; therefore +2; besides; still +3; however +3; yet; then +2; also; WHEREFORE	18
PP	following Mod of N	of the Trial Court; between the plan's rules and regulations and the mortgage contract; of the plaintiff wife's dismissal; of the dismissal; of the higher court's resolution; on the matter; of the said documents; of the plaintiff's (sic); of interpretation; of the mortgage +2; in question; of arrear and default; of the court; on this case +2; between the parties; of the foreclosure; of priority; between the two documents; of whether or not the foreclosure of mortgage subject of this case should be annulled; of mortgage subject of this case; of this case; for damages of the defendants for the supposed litigation expenses for this case; of the defendants; for the supposed litigation expenses for this case; for this case; of property right protection; of prematurity; of justice and fair play; between the parties; as to costs	32
	Mod of V': aA	By Decision; For this Court; for a reconciliation of the said documents; in favor of the plaintiff's (sic); in line with the axiomatic precept of interpretation that doubts are resolved against the party that caused the doubt; against the party; in determining if the foreclosure of the mortgage in question is in order or not; for the simple reason; in their monthly payments; in case of arrear and default; under the mortgage contract; in plaintiff wife's favor; by then; in this case; In fine; in filing this case; for their legitimate exercise of property right protection; for reason of prematurity; in the interest of justice and fair play; in view of all the foregoing	20
	Mod of S': dA	/	0
	Mod of S': cA	In view thereof; despite the above observation of the court; On the other hand;	3
non-finite clauses	Mod of N'	Restraining Order; dated July 24, 2004; that caused the doubt	3
	Mod of S': aA	so to speak	1
conj.	Mod of S': cA	inasmuch as the dismissal issue between the parties remain unresolved; if the dismissal issue is decided in plaintiff wife's favor; for the plan's rules will not come into play; as the plaintiffs were merely impelled in filing this case for their legitimate exercise of property right protection; until the issues between the parties shall have been finally decided; And +2.	7

Appendix 3: Cohesion analysis of the text

Sentence number	No. of ties	Cohesive item	Type	Distance	Presupposed item
2	4	Decision	L5	0	Ruling
		the trial court	L1.6	0	the Trial Court
		the case	L5	0	Ruling
		thus	C14.2	K	the succeeding part after the colon in (S, 2)
3	8	But	C21.2	0	(S, 2)

		the Court's	L1.6	0	the trial court
		the plan's rules and regulations	R1.6	0	the plan's rules and regulations
		matter	L2.9	0	the case
		the plaintiff	L5	0	the case
		dismissal	L5	0	the case
		still	C21.3	0	(S, 2)
		sub judice	L5	0	the case
4	11	this	R21.6	0	the court's
		Court	L1.6	0	the court's
		therefore	C31.1	0	(S,3)
		appreciate	L1.6	0	appreciating
		the	R23.6	0	the plaintiff wife's dismissal
		dismissal	L1.6	0	the plaintiff wife's dismissal
		the	R23.6	0	the Court's
		higher	R35.8	0	the Court's
		court's	L1.6	0	the Court's
		resolution	L2.7	N1	Decision
		the matter	L1.7	0	the matter
5	16	And	C11.1	0	(S, 4)
		besides	C12.1	0	(S, 4)
		the	R23.6	0	this Court
		Court	L1.6	0	this Court
		reconciliation	L5	0	preemption
		the	R23.6	N2	the plan's rules and regulations and the mortgage contract
		documents	L3.6	N2	the plan's rules and regulations and the mortgage contract
		the	R23.6	N2	an apparent discrepancy
		discrepancy	L1.6	N2	an apparent discrepancy
		still	C21.3	0	(S, 4)
		resolved (2x)	L1.9	0	resolution
		the	R23.6	N1	the plaintiff wife's
		plaintiff's	L1.6	N1	the plaintiff wife's
		axiomatic	L2.9	0	clear
		the party	L3.7	N1	the plaintiff wife's
6	7	therefore	C32.2	0	(S, 5)
		the Court	L1.6	0	the Court
		thus	C31.1	0	(S, 5)
		only	C21.1	0	(S, 5)
		the mortgage contract	L1.6	N3	the mortgage contract
		determining	L5	0	resolved
		the mortgage	L1.6	N3	the mortgage contract

7	7	however	C22.2	0	(S, 6)
		the foreclosure of the mortgage	L1.6	0	the foreclosure of the mortgage
		irregular	L1.9	N2	irregularity
		plaintiffs	L1.7	N1	the plaintiff's
		their	R14.8	N1	the plaintiff's
		payments	L5	0	mortgage
		up to date	C47.1	N4	July 24, 2004
8	5	Foreclosure	L1.7	0	the foreclosure
		only	C21.1	0	(S, 7)
		case	L1.9	N5	the case
		arrear and default	L5	0	payments
		the mortgage contract	L1.7	N1	the mortgage contract
9	12	And yet	C21.1	0	(S, 8)
		despite	C21.3	0	(S, 8)
		the court	L1.7	N2	the Court
		still	C21.3	0	(S, 8)
		the Court	L1.6	N2	the Court
		adjudication	L5	N5	resolution; resolved (S, 5)
		this	R21.6	N6	the case
		case	L1.6	N6	the case
		the	R23.6	N4 M2+	the dismissal
		dismissal	L1.7	N4 M2+	the dismissal
		the parties	L3.7	N1	the plaintiffs
		unsolved	L1.8	N3 M2+	resolved
10	11	The court	L1.6	0	the court
		the dismissal issue	L1.6	0	the dismissal issue
		decided	L1.9	N7	Decision
		plaintiff	L1.7	N2	plaintiffs
		wife's	L1.6	N6	wife's
		favor	L1.6	N4	favor
		then	C35.1	0	(S, 9)
		then	C45.1	0	(S, 9)
		illegality	L5	0	adjudication
		the foreclosure	L1.7	N1 M3+	foreclosures
		the plan's rules	L1.6	N6 M2+	the plan's rules
11	4	However	C22.2	0	(S, 10)
		the	R23.6	N8	Decision
		decision	L1.6	N8	Decision

		them	R14.6	0	the plan's rules
12	11	But	C21.2	0	(S, 11)
		by then	C44.6	N1	(S, 10)
		then	C31.1	0	(S, 11)
		the	R23.6	N1 M2+	the dismissal issue
		issue (2x)	L1.9	N1 M2+	the dismissal issue
		the	R23.6	N5	the said documents
		two	R34.7	N5	the said documents
		documents	L1.6	N5	the said documents
		incidentally	C13	0	(S, 11)
		this case	L1.6	N2	this case
13	6	the Court	L1.6	N2 M2+	the court
		determination	L2.9	N1	decision
		the foreclosure	L1.6	N2	the foreclosure
		mortgage	L1.7	N7 M2+	mortgage
		subject	L2.9	0	issue
		this case	L1.6	0	this case
14	2	It	R13.6	0	the determination
		therefore	C31.1	0	(S,13)
15	14	On the other hand	C23.2	0	(S, 14)
		the Court	L1.6	N1	the Court
		likewise	C15.1	0	(S, 14)
		sustain	L1.6	0	sustained
		counterclaim	L5	N1	case
		the defendants	L5	N4	plaintiff
		litigation	L5	N1	this case
		expenses	L5	N1	fine
		this case (2x)	L1.6	N1	this case
		the plaintiffs	L1.7	N4	plaintiff wife's
		merely	C21.1	0	(S, 14)
		their	R14.8	N7	the plaintiffs
		legitimate	L5	N4	illegality
property right protection	L5	0	case		
16	8	WHEREFORE	C31.1	0	(S, 16)
		all	R34.7	0	(S,15)
		the foregoing	E13.3	0	discussion in S2 to 15
		the Court	L1.6	0	the Court
		resolves	L1.9	N6	unresolved
		DISMISS	L2.9	N5	dismissal

		this case	L1.6	0	this case
		prematurity	L1.6	N2	premature
17	11	However	C22.2	0	(S, 16)
		play	L1.9	N6	(come into) play
		the Court	L1.6	0	the Court
		resolves	L1.6	0	resolves
		dissolve	L5	0	resolves
		untill	C44.6	0	(S, 12)
		the	R23.6	N4	an issue
		issues	L1.7	N4	an issue
		the parties	L4.7	N1	the defendants, the plaintiffs
		finally	C43.2	0	(S, 16)
		decided	L1.7	N14	Decison
18	2	No pronouncement as to costs.	E31.2	0	No pronouncement is made as to costs.
		costs	L2.9	N2	expenses
19	2	So	S31.9	N1 M1+	Sentences 16 and 17
		So ordered.	E32.1	0	So it is ordered by the court.